



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **February 13, 2023** at **7:00 p.m. Council Chambers, City Hall.**

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CITY CLERK

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**MINUTES OF A COMMITTEE OF THE WHOLE OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 23 JANUARY, 2023 AT 7:00 PM**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	L. Chaisson	D. Charters, Director Community Engineering Development and Planning
Councillors:	V. Granter	T. Flynn, Director of Protective Services
	B. Griffin	D. Burden, Director of Public Works, Water and Waste Water Services
		S. Maistry, Director of Finance and Administration
		K. Patten, Director of Recreation Services
		J. Smith, Acting City Clerk
		Jarvis Baines, Sergeant-At-Arms

Absent with regrets: Councillors P. Gill, P.Keeping, C. Pender, M. Redmond, City Clerk.

**COW23-01 Approval of Agenda**

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

**COW23-02 Approval of Minutes- Regular Meeting January 9, 2023**

On motion by Councillor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of January 9, 2023. **MOTION CARRIED.**

**COW23-03 Business Arising From Minutes**

There was no items brought forward.

**COW23-04 Protective Services Statistics for month of December 2022**

Councillor V. Granter provided an update regarding the Protective Services Statistics for the month of December, 2022 as follows:

- 80 MEO calls for various services; such as, untidy property, rodents, illegal dumping, parking and snow related concerns;
- 4 taxi driver permits and 2 taxi vehicle permits were issued;
- 10 roaming animal and 3 injured/dead animal calls were received
- 77 parking related violations were issued;
- the fire department received 42 calls that included 1 structure fire, fuel spills & various alarms;
- the Fire Prevention Inspector conducted 46 various inspections;
- 3272 PSAP calls were transferred to various agencies (police, ambulance, fire, coast guard etc.), while 3323 non-transferred calls were taken;

**COW23-05 CBFD Aerial – Ladder 9**

Councillor V. Granter provided the an update on the Ladder 9 from the Fire Department. The truck requires substantial repairs and will need to be replaced. Replacement is estimated at \$1-1.5 million dollars. The truck is currently undergoing some repairs and will then undertake a subsequent inspection. The wait for a new truck is approximately 12-24 months, so staff are looking to begin the procurement process will soon.

**COW23-06 Replacement of CBFD Engine 4 with quick response truck.**

Councillor V. Granter provided an update regarding the replacement of Engine 4 with a quick response truck - \$150,000 has been budgeted and staff has now located a secure source for this vehicle. The quick response vehicle is a smaller size vehicle with a downsized pump that is designed for responding to smaller scale emergencies.

**COW23-07 Council Briefing on Rodent Control**

The Director of Protective Services provided a briefing on Rodent Control. It included the health and property damage risks, statistics which showed a sharp increase in rat complaints over the past 2 years, and some measures we could take to help control the population such as revised bylaws, and the supplying of standardized trash bins.

**COW23-08 Snow Clearing Historical Budget Report**

Deputy Mayor L. Chaisson presented a snow clearing historical budget report. The data shows that the cost of snow clearing is not directly related to the amount of snowfall in a year. The timing of snowfall, such as a weekend, has a greater impact on the snow clearing budget as well as the rising cost of fuel. The Director of Public Works, Water and Wastewater provided a breakdown of the snow clearing process. Streets are done in a priority manor focusing on school and hospital routes.

**COW23-09 Public Works, Water, and Wastewater Work Order System**

Deputy Mayor L. Chaisson provided an update in regards to a work order system called Worktech that the Public Works department has been looking to implement in order to more effectively and efficiently schedule work. The item will be brought forward once estimated costs have been finalized.

**COW23-010 Capital Project and Engineering Committee Updates**

The Director of Community, Engineering, Development and Planning provided an update regarding the various Capital and Engineering projects being undertaken in the City as follows:

- **Mount Bernard Avenue reconstruction** - 14% of contract has been completed to date
- **Corner Brook Regional Recreation Centre** - Estimated completion early 2024

- **Citadel Drive PRV Upgrades** - 60% completed to date
- **Intersection Improvements** - Traffic signal hardware is delayed from the manufacturer. Sidewalk/concrete islands to be installed in the spring 2023.
- **Bells Brook Culvert Phase 2** - Project is 35% complete. Hoping to complete in the middle of February.
- **Elizabeth Street Pump House Upgrade** - project is 90% complete.
- **Great Trail Enhancement Phase 1** - Contract to be awarded on January 23rd.
- The following projects are completed: Retaining Wall Replacement, Johnson's Avenue Store Sewer Improvements, Pittman's Lane Storm Sewer Improvements, Sidewalk Replacement 2022, Roundabout Tower Protection Wall, Asphalt Program 2022, Bell's Brook Culvert Phase 1, & Blackwood's Hill Culvert Replacement.
- The following are Future Capital Projects: Deep Gulch Brook Storm Sewer Replacement (RFP for Engineering Consultant Spring of 2023), Great Trail Enhancement Phase 2 (funding approved and waiting for agreement).
- Staff are pursuing a funding application for a Water System Audit.
- RFP for engineering consultants to do a Transportation Study to be released in winter 2023.

### **COW23-011 Development, Planning and Community Services**

Councillor B. Griffin provided an update from Development, Planning, and Community Services as follows:

#### **Development and Planning**

There are a variety of development and planning projects ongoing in the city with permits issued and at various stages of construction. For 2022 the total value of construction in the city, excluding the Acute Care Hospital, was \$25,208,203.

#### **Business Development**

- **Downtown Urban Development Plan (DUDAP II)** - staff working on draft proposal with ACOA.
- **YOLO Nomads Project (Remote Working)** - project has commenced and staff are working with consultants on development and implementation.
- **Façade Appeal Comprehensive Enhancement (FACE) Program** - 80% of the money was disbursed in 2022 and staff have received on application so far for 2023
- **Downtown Business Association (DBA)** - staff are prioritizing the re-establishment of the DBA and are consulting with other downtown associations and businesses.
- **New Program with Newfoundland & Labrador Organization of Women Entrepreneurs (NLOWE)** - Staff are working on a new program with NLOWE. Further information to be brought forward.

**Sustainable Development**

- **Local Food Infrastructure Fund Community Greenhouse** - new Geodesic Dome Greenhouse project that should start construction in June. Partnered with WEC and other community partner groups and have received over \$100,000 in total funding.
- **Trans Canada Trail – The Great Canadian Trail** - working with Qalipu to ensure proper indigenous engagement. Will include signage to educate on the cultural, geologic and economic histories of the area.
- **STAR Trail updates** - work is being done to the Man in the Mountain Trail as well as the Cape Blow me Down (Coppermine) to be multi-use trails. Construction to begin in 2023.
- **2 Billion Trees** - working on the data collection phase. The project plan is to plant 10,000 trees in the next 2 years within the municipal zoning area.
- **City Studio** - the program in collaboration with Grenfell has added 4 additional courses this year.
- **Partners for Climate Protection (PCP)** - analyzing changes made within the organization and finalizing the implementation of the IMSP.
- **Community Gardens in Association with WEC** - The city has received funding through MMSB for 4 additional JoraCan Composters.

**COW23-012 Recreation Services Report**

The Director of Recreation Services provided an update on Recreation and Tourism events as follows:

**Civic Centre**

- there is a full return of our regular user groups and the gradual return of larger events and tournaments;
- the year ended with the Holiday Boney M Concert and was well attended;
- the seniors Christmas party saw 250 attendees. Staff are working on more program offerings for seniors;
- Senior hockey returned with a capacity crowd for the Royals home opener. The next game is January 27th playing the Deer Lake Red Wings;
- The Centre hosted U7 and U9 Jamborees and AAA Female Hockey U13 competitions and tournaments;
- ANC cricket program to be beginning in February

**Tourism**

- **Business Focus magazine:** The City was featured in a recent edition of Business in Focus magazine;

- **Jigs and Wheels:** The Jigs and Wheels festival will be returning in 2023 from July 28th – August 6th and events to be announced in the coming weeks and months;
- **Call for Musicians/ Children Entertainers:** Musicians and groups/bands are invited to apply to perform during the 2023 season, including cruise ship calls, festivals and family events (children/family performances);
- **STAR (Strategic Tourism for Areas and Regions):** A funding application for Branding, Marketing and Wayfinding has been submitted to ACOA and the provincial department of Tourism Culture Arts and Recreation for approximately \$350,000.
- **Winter Carnival:** Corner Brook Winter Carnival is celebrating their 50th anniversary and will be held from February 17th – February 26th, 2023. Details of events are currently posted on the Winter Carnival website [www.cornerbrookwintercarnival.ca](http://www.cornerbrookwintercarnival.ca).

**COW23-013 Finance & Administration Update**

The Director of Finance & Administration provided an update regarding the City's preliminary financial results for the 2022 fiscal year end. The report indicates that the City has managed the finances responsibly within budget. This is in line with prudent financial management principles. There are no significant year-end adjustments expected that will negatively impact the financial performance.

**COW23-014 Corner Brook Regional Recreation Centre - Change Order**

On motion by Councillor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to approve the change order for the construction of the masonry section of the exterior wall for the cost of \$145,583.51 (HST Inc.). **MOTION CARRIED.**

**COW23-015 RESCIND ORDER 2022-02**

On motion by Deputy Mayor L. Chaisson, seconded by Councillor B. Griffin, it is **RESOLVED** that pursuant to Section 102(3) of the Urban and Rural Planning Act, the following Order is hereby revoked by Council: Order #2022-02. **MOTION CARRIED.**

**ADJOURNMENT**

The meeting adjourned at 7:19 p.m.

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

\_\_\_\_\_  
Mayor







# Request for Decision (RFD)

**Subject:** Correction to Minutes of Regular Council Meeting of 19 December, 2022

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 13 Feb 2023  
**Department:** City Manager  
**Staff Contact:** Jessica Smith, Legislative Assistant  
**Topic Overview:** An error has been discovered in the minutes of the Regular Council Meeting of December 19, 2022  
**Attachments:** [December 19 2022 Amended](#)  
[December 19 2022](#)

## BACKGROUND INFORMATION:

The minutes of the Regular Meeting of December 19th, 2022 were brought forward for council approval at the Regular Meeting of Jan 9th, 2023 and were subsequently approved as presented (attached for reference). It has been discovered that there is an error in the minutes affecting minute numbers 22-205, 22-206, and 22-207. The minutes were amended to reflect the accurate resolutions and are attached for review and approval.

## PROPOSED RESOLUTION:

Be it **RESOLVED** to amend the minutes of December 19, 2022 that were previously adopted as presented.

## GOVERNANCE IMPLICATIONS:

Legislation  
 City of Corner Brook Act

## RECOMMENDATION:

It is the recommendation of staff to approve the amended minutes so that the record is complete and accurate.

Legislative Assistant	Approved - 09 Feb 2023
Administrative Assistant to the City Manager	Approved - 10 Feb 2023

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City Manager

**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 19 DECEMBER, 2022 AT 7:00 PM**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	L. Chaisson	D. Charters, Director of Community Engineering Development and Planning
Councillors:	P. Gill	T. Flynn, Director of Protective Services
	V. Granter	S. Maistry, Director of Finance and Administration
	B. Griffin	D. Burden, Director of Public Works Water and Wastewater
	P. Keeping	<i>J. Smith, Legislative Assistant</i>
	C. Pender	<i>J. Baines, Seargent-At-Arms</i>

Absent with regrets: K. Patten, Director of Recreation and M. Redmond, City Clerk.

**22-202 Approval of Agenda**

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

**22-203 Approval of Minutes [December 5, 2022]**

On motion by Councillor V. Granter, seconded by Councillor P. Gill, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of December 5th, 2022. **MOTION CARRIED.**

**22-204 Business Arising From Minutes**

Deputy Mayor Chaisson wanted to provide an update on an issue with the garbage schedule, where day 4 has 17 days with no garbage collection. Director of CEDP has been in contact with the contractor and there was an error in the schedule and they are working on a resolution and will provide an update to residents soon.

**22-205 Asphalt Patching 2022-07 - Change Order No. 1**

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** that the City of Corner Brook Council approve Change Order No. 1 for Marine Contractors Inc. in the amount of \$240, 771.48 (HST Included) for the Asphalt Patching Contract no. 2022-07. **MOTION CARRIED.**

**22-206 Blackwood's Hill Bridge Replacement CO # 2**

On motion by Councillor V. Granter, seconded by Councillor C. Pender, it is **RESOLVED** to approve Change Order No. 2 for Rock Construction Ltd. in the amount of \$22,896.50 (HST included) for the Blackwood's Hill Bridge Replacement Contract 2022-11 **MOTION CARRIED.**

Regular Meeting  
19 December 2022

**22-207 Blackwood's Hill Bridge Replacement - CO # 3**

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** to approve Change Order No. 3 for Rock Construction Ltd. in the amount of \$121,605.44 (HST included) for Blackwood's Hill Bridge Replacement 2022-11. **MOTION CARRIED.**

**22-208 Change Order for City Hall Art Project**

On motion by Councillor P. Keeping, seconded by Councillor P. Gill, it is **RESOLVED** to approve the change order for the increased material costs for the Atrium Art project at a cost of \$8,288.50 (HST included). **MOTION CARRIED.**

**22-209 Council Meeting Structure**

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is **RESOLVED** to re-establish the Committee of the Whole structure and approve the terms of reference as presented.

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** to amend the motion as follows:

"It is **RESOLVED** to re-establish the Committee of the Whole Structure and approve the terms of reference with the suggested edits addressed."

Deputy Mayor L. Chaisson, Councillor V. Granter and Councillor C. Pender voted against amending the motion. **MOTION CARRIED.**

Voting occurred on the main motion as amended. Deputy Mayor L. Chaisson, Councillor C. Pender, Councillor V. Granter voted against the amended motion. **AMENDED MOTION CARRIED.**

**22-210 Commercial Vehicle Parking in Residential Zones**

On motion by Councillor P. Gill, seconded by Councillor V. Granter, it is **RESOLVED** to postpone the proposed motion until the next Council Meeting. **MOTION CARRIED.**

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is **RESOLVED** to approve that pursuant to the powers vested in it under Section 203, 254, 280.1, 280.2 and 280.4 of the City of Corner Brook Act, R.S.N.L. 1990, c. C-15 as amended, Section 189 of the Highway Traffic Act, R.S.N.L. 1990, C. H-3, as amended, (a) delegation(s) of power by the Minister of Transportation and Works and all other powers it enabling, the Corner Brook

Regular Meeting  
19 December 2022

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City Council hereby repeals the Commercial Motor Vehicle Regulations, 2008, replacing it with the Commercial Motor Vehicle Regulation 2022 as attached hereto. **MOTION POSTPONED.**

ADJOURNMENT

The meeting adjourned at 9:18 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  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 19 DECEMBER, 2022 AT 7:00 PM**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	L. Chaisson	D. Charters, Director of Community Engineering Development and Planning
Councillors:	P. Gill	T. Flynn, Director of Protective Services
	V. Granter	S. Maistry, Director of Finance and Administration
	B. Griffin	D. Burden, Director of Public Works Water and Wastewater
	P. Keeping	<i>J. Smith, Legislative Assistant</i>
	C. Pender	<i>J. Baines, Seargent-At-Arms</i>

Absent with regrets: K. Patten, Director of Recreation and M. Redmond, City Clerk.

**22-202 Approval of Agenda**

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

**22-203 Approval of Minutes [December 5, 2022]**

On motion by Councillor V. Granter, seconded by Councillor P. Gill, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of December 5th, 2022. **MOTION CARRIED.**

**22-204 Business Arising From Minutes**

Deputy Mayor Chaisson wanted to provide an update on an issue with the garbage schedule, where day 4 has 17 days with no garbage collection. Director of CEDP has been in contact with the contractor and there was an error in the schedule and they are working on a resolution and will provide an update to residents soon.

**22-205 Asphalt Patching 2022-07 - Change Order No. 1**

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** to approve Change Order No. 2 for Rock Construction Ltd. in the amount of \$22,896.50 (HST included) for the Blackwood's Hill Bridge Replacement Contract 2022-11 **MOTION CARRIED.**

**22-206 Blackwood's Hill Bridge Replacement CO # 2**

On motion by Councillor V. Granter, seconded by Councillor C. Pender, it is **RESOLVED** to approve Change Order No. 3 for Rock Construction Ltd. in the amount of \$121,605.44 (HST included) for Blackwood's Hill Bridge Replacement 2022-11. **MOTION CARRIED.**

Regular Meeting  
19 December 2022

**22-207 Blackwood's Hill Bridge Replacement - CO # 3**

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** to approve the change order for the increased material costs for the Atrium Art project at a cost of \$8,288.50 (HST included). **MOTION CARRIED.**

**22-208 Change Order for City Hall Art Project**

On motion by Councillor P. Keeping, seconded by Councillor P. Gill, it is **RESOLVED** to approve the change order for the increased material costs for the Atrium Art project at a cost of \$8,288.50 (HST included). **MOTION CARRIED.**

**22-209 Council Meeting Structure**

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is **RESOLVED** to re-establish the Committee of the Whole structure and approve the terms of reference as presented.

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** to amend the motion as follows:

"It is **RESOLVED** to re-establish the Committee of the Whole Structure and approve the terms of reference with the suggested edits addressed."

Deputy Mayor L. Chaisson, Councillor V. Granter and Councillor C. Pender voted against amending the motion. **MOTION CARRIED.**

Voting occurred on the main motion as amended. Deputy Mayor L. Chaisson, Councillor C. Pender, Councillor V. Granter voted against the amended motion. **AMENDED MOTION CARRIED.**

**22-210 Commercial Vehicle Parking in Residential Zones**

On motion by Councillor P. Gill, seconded by Councillor V. Granter, it is **RESOLVED** to postpone the proposed motion until the next Council Meeting. **MOTION CARRIED.**

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is **RESOLVED** to approve that pursuant to the powers vested in it under Section 203, 254, 280.1, 280.2 and 280.4 of the City of Corner Brook Act, R.S.N.L. 1990, c. C-15 as amended, Section 189 of the Highway Traffic Act, R.S.N.L. 1990, C. H-3, as amended, (a) delegation(s) of power by the Minister of Transportation and Works and all other powers it enabling, the Corner Brook

Regular Meeting  
19 December 2022

---

City Council hereby repeals the Commercial Motor Vehicle Regulations, 2008, replacing it with the Commercial Motor Vehicle Regulation 2022 as attached hereto. **MOTION POSTPONED.**

ADJOURNMENT

The meeting adjourned at 9:18 p.m.

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City Clerk

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Mayor

Previously adopted





# Information Report (IR)

**Subject:** Proclamations and Events

**To:** Jessica Smith

**Meeting:** Regular Meeting - 13 Feb 2023

**Department:** City Manager

**Staff Contact:** Gloria Manning, Administrative Assistant to the City Manager

**Topic Overview:** The City of Corner Brook routinely receives requests from various organizations to recognize significant days, weeks, and months.

**Attachments:** [Eating Disorder Awareness Week](#)  
[211 Day Proclamation](#)

## BACKGROUND INFORMATION:

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

- **January 25th was Bell Let's Talk Day.** This is the largest corporate commitment to mental health in Canada focused on 4 key action pillars: fighting the stigma, improving access to care, supporting world class research and leading by example in workplace mental health. The day was supported by giving staff the opportunity to gather together in the meeting room for a mental health break.
- **The week of February 1st - 7th is declared as Eating Disorder Awareness Week.** On February 2nd, their flag was raised and a proclamation signed to recognize this event at the request of Eating Disorder Foundation of Newfoundland and Labrador.
- **February 11th is declared as National 211 Day.** This is a public awareness initiative for the 211 service that helps guide individuals and families through the complex network of human services by phone, online, chat and email. On February 10th, a proclamation was signed at the request of United Way Newfoundland and Labrador.

Legislative Assistant

Administrative Assistant to the City  
Manager

Approved - 03 Feb 2023

Approved - 06 Feb 2023

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City Manager



## Proclamation

### Eating Disorders Awareness Week

February 1<sup>st</sup> – 7<sup>th</sup>, 2023

**Whereas:** An Eating Disorder is a serious mental illness with often devastating physical implications;

**Whereas:** Eating Disorders affect many individuals and families in the Province of Newfoundland and Labrador;

**Whereas:** Recovery from an eating disorder is a journey that includes support from families and caregivers;

**Whereas:** The Eating Disorder Foundation of Newfoundland and Labrador is the leading advocacy group dedicated to promoting support, treatment services and providing public support services and information about matters related to eating disorders throughout the province;

**Whereas:** February 1-7, 2023 is dedicated across Newfoundland and Labrador and the entire country as a special time when many educational and awareness activities take place to help raise the level of understanding of Eating Disorder Prevention, Treatment and Recovery;

**Whereas:** The theme for Eating Disorders Awareness Week 2023 is “Transforming the Narrative from Asks to Action”;

**Therefore:** I, Jim Parsons, Mayor of the City/Town of Corner Brook, do hereby proclaim February 1 to February 7, 2023 be observed as Eating Disorders Awareness Week in the City/Town of Corner Brook.

Signed By: \_\_\_\_\_  
 Mayor \_\_\_\_\_  
 City/Town of Corner Brook


**211 DAY  
February 11, 2023**

**WHEREAS**, February 11<sup>th</sup> is 211 Day across Canada, and

**WHEREAS**, 211 provides an important service to the citizens of Newfoundland and Labrador, as the one number people can call to find the right community and social services for their needs, and

**WHEREAS** 211 helps the people of Newfoundland and Labrador connect to important local services like home care for seniors, homework clubs in their neighbourhood, finding and maintaining housing, parenting resources and mental health supports, and

**WHEREAS**, 211 is an important compliment to the Province's 811 and 911 service delivery, and knowing the right number to call will help residents find the right services for their situation, potentially reducing non-urgent calls to 911,

**THEREFORE**, I,  *Deputy* Mayor of the City of Corner Brook, do hereby proclaim **February 11<sup>th</sup>, 2023, 211 Day** in Corner Brook.



# Request for Decision (RFD)

**Subject:** Code of Conduct Policy

**To:** Rodney Cumby

**Meeting:** Regular Meeting - 13 Feb 2023

**Department:** City Manager

**Staff Contact:** Jessica Smith, Legislative Assistant

**Topic Overview:** This following is the City's Code of Conduct Policy for adoption.

**Attachments:** [NLR 59 22 - Municipal Conduct Regulations under the Municipal Conduct Act](#)  
[Municipal Code of Conduct Act](#)  
[Code of Conduct Policy 2023](#)

## BACKGROUND INFORMATION:

As per the Municipal Code of Conduct Act, 2021 which came into effect in September, all municipalities are required to have a Code of Conduct in place by March 1, 2023 that falls under the requirements of the Act and the accompanying Regulations. The City currently has an existing Code of Conduct Policy that was passed by Council in May 2021. This policy was reviewed and revised by staff and had thorough legal review to be in compliance with the Act and is coming forward for Council adoption.

The Act sets out procedural requirements for how to process and administer Code of Conduct complaints, as well as specific criteria that must be outlined in the City's Code of Conduct including clauses related to standards of professional behavior, use of influence, confidentiality, harassment and bullying, use of social media, use of public resources and fraud, compliance with applicable legislation, prevention of reprisals, as well as the establishment of a process for filing and resolving complaints and reports related to complaints.

The Act also requires for Council

- to be trained on the Code of Conduct within three months of it being enacted
- to undergo orientation training within one year of the act being enacted - (Council has already completed the ATTIP module of this training, the remaining required training modules will be put off by the City)
- to file disclosure statements that are accessible for public viewing

A copy of the Municipal Conduct Act and the Municipal Conduct Regulations are attached.

## PROPOSED RESOLUTION:

**Be it RESOLVED** to rescind the current Code of Conduct Policy and replace it with the attached Code of Conduct Policy in accordance with the Municipal Conduct Act.

**GOVERNANCE IMPLICATIONS:**

Legislation  
 Other  
 Municipal Conduct Act, Municipal Conduct Regulations

**Legal Review:** Yes

**LEGAL REVIEW:**

This policy has been reviewed by the City's Solicitor and followed the requirements as set out in the Municipal Conduct Act, 2021 and the Municipal Conduct Regulations, NL.

**RECOMMENDATION:**

It is the recommendation of staff to approve the Code of Conduct Policy as presented. The policy must be enacted by March 1st, 2023 as per the Municipal Conduct Act.

**ALTERNATIVE IMPLICATIONS:**

Option 1: Council can approve the Code of Conduct Policy as presented. This policy will be provided to the province as well as confirmation that we have adopted the policy and will need to provide confirmation that council has been trained on the policy.

Option 2: If Council does not approve the policy, staff will require direction on how to proceed. This policy is required to be passed prior to March 1, 2023. Any changes or further information that council is requesting will need to be provided as soon as possible.

Administrative Assistant to the City Manager      Approved - 08 Feb 2023

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City Manager

**This is an official version.**

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**Important Information**

(Includes details about the availability of printed and electronic versions of the Statutes.)

[Table of Regulations](#)

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[How current is this regulation?](#)

**NEWFOUNDLAND AND LABRADOR  
REGULATION 59/22**

*Municipal Conduct Regulations*  
under the  
*Municipal Conduct Act*

*(Filed August 29, 2022)*

Under the authority of section 22 of the *Municipal Conduct Act*, I make the following regulations.

Dated at St. John's, August 11, 2022.

Krista Lynn Howell  
Minister of Municipal and Provincial Affairs

**REGULATIONS**

*Analysis*

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**Short title**

1. These regulations may be cited as the *Municipal Conduct Regulations* .

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## Definitions

2. In these regulations,

- (a) "Act" means the *Municipal Conduct Act* ;
- (b) "clerk" means a clerk appointed under the *Municipalities Act, 1999* , the *City of Corner Brook Act* , the *City of Mount Pearl Act* or the *City of St. John's Act* ; and
- (c) "orientation training" means the training required to be completed by a councillor and chief administrative officer under subsection 21(1) of the Act.

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## Definition for the purposes of the Act

3. In the Act, "reprimand" means a statement presented at a meeting of the council stating that a councillor or former councillor acted in a conflict of interest or contravened the code of conduct.

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## Excluded private interest

4. For the purposes of subparagraph 2(m)(vi) of the Act, a benefit or award less than \$500 is an excluded private interest.

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## Code of conduct

5. In addition to the matters prescribed in paragraph 12(3) of the Act, a code of conduct referred to in subsection 12(1) of the Act shall include provisions relating to

- (a) the use of public resources and fraud;
- (b) compliance with applicable legislation;
- (c) the use of social media; and
- (d) the prevention of reprisals against municipal officials and members of the general public who file a complaint.

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## Harassment and bullying

6. Harassment and bullying provisions referred to in subparagraph 12(3)(a)(iv) of the Act shall not be inconsistent with section 24.1 of the *Occupational Health and Safety Regulations, 2012* .

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## Process where no manager appointed



7. Where a municipality has not appointed a manager, acting manager, city manager or acting city manager, the duties of a chief administrative officer prescribed in sections 8 and 14 of the Act shall be performed by the clerk.

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#### **Orientation training**

8. (1) In addition to the information prescribed in subsection 21(2) of the Act, orientation training shall include information relating to conflict of interest.

(2) A councillor shall complete orientation training within

(a) one year of the coming into force of the Act; or

(b) 60 days of being sworn or affirmed into office, where a councillor becomes a councillor more than one year after the coming into force of the Act.

(3) A chief administrative officer shall complete orientation training within

(a) one year of the coming into force of the Act; or

(b) 60 days of commencing employment where the chief administrative officer commences employment more than one year after the coming into force of the Act.

(4) Notwithstanding paragraph (2)(b), the minister may extend the 60 day time period at the request of a councillor.

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#### **Commencement**

9. These regulations come into force on the day the Act comes into force.

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SNL2021 CHAPTER M-20.01

**MUNICIPAL CONDUCT ACT**

**CHAPTER M-20.01**

**AN ACT RESPECTING THE CONDUCT OF MUNICIPAL OFFICIALS**

*(Assented to November 4, 2021)*

*Analysis*

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*Be it enacted by the Lieutenant-Governor and House of Assembly in Legislative Session convened, as follows:*

**Short title**

1. This Act may be cited as the *Municipal Conduct Act*.

[2021 cM-20.01 s1](#)

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**Definitions**

2. In this Act

- (a) "administrator" means an administrator appointed under section 250 of the *Municipalities Act, 1999* ;
- (b) "business day" means a day that is not a Saturday, Sunday or a holiday;
- (c) "chief administrative officer" means
- (i) a manager or acting manager appointed under the *Municipalities Act, 1999* ,
  - (ii) the city manager or acting city manager appointed under the *City of Corner Brook Act*,
  - (iii) the city manager or acting city manager appointed under the *City of Mount Pearl Act* , and
  - (iv) the city manager or acting city manager appointed under the *City of St. John's Act* ;
- (d) "code of conduct" means a code of conduct established in accordance with section 12 or 18;

- (e) "cohabiting partner" means a person with whom a municipal official is living in a conjugal relationship outside of marriage;
- (f) "complainant" means a person making a complaint;
- (g) "complaint" means a written document alleging that a municipal official acted in a conflict of interest or contravened the code of conduct;
- (h) "council" means a council of a municipality;
- (i) "councillor" means a member of a council;
  
- (j) "department" means the department presided over by the minister;
- (k) "disclosure statement" means a statement required to be filed under section 4;
- (l) "employee" means a person employed by a municipality;
- (m) "excluded private interest" means
  - (i) cash on hand or on deposit with a financial institution that is lawfully entitled to accept deposits,
  - (ii) a position of director or executive officer in a municipal entity or municipal corporation,
  - (iii) membership in a council committee,
  - (iv) purchase or ownership of a municipal debenture,
  - (v) fixed value securities issued by a government or municipality in Canada or an agency of a government or municipality in Canada, and
  - (vi) a benefit or award of a value less than an amount prescribed in the regulations;
- (n) "local service district" means a local service district established under the *Municipalities Act, 1999* ;
- (o) "minister" means the minister appointed under the *Executive Council Act* to administer this Act;
- (p) "municipal official" means, unless the context indicates otherwise,
  - (i) a councillor,
  - (ii) a chief administrative officer,
  - (iii) an administrator,
  - (iv) an employee of a municipality, and
  - (v) any person acting, with or without remuneration, under the direction of a municipality, including fire chiefs and fire fighters providing services for or to a municipality;
- (q) "municipality" means
  - (i) a town continued or incorporated under the *Municipalities Act, 1999* ,

- (ii) the City of Corner Brook continued under the *City of Corner Brook Act* ,
  - (iii) the City of Mount Pearl continued under the *City of Mount Pearl Act* , and
  - (iv) the City of St. John's continued under the *City of St. John's Act* ;
- (r) "private interest" includes
- (i) an asset, liability or financial interest,
  - (ii) a source of income,
  - (iii) a position of director or executive officer in a corporation, association or trade union, whether for profit or not for profit,
  - (iv) membership in a board, commission or agency of the Crown in right of Canada or a province,
  - (v) membership in or employment by a trade union where the trade union has entered into or is seeking to enter into a collective agreement with a council or an entity of a council, with respect to any matter related to the administration or negotiation of the collective agreement, and
  - (vi) a benefit or award,
- but does not include an excluded private interest;
- (s) "privileged meeting" means a privileged meeting referred to in
- (i) section 213 of the *Municipalities Act, 1999* ,
  - (ii) section 41 of the *City of Corner Brook Act* ,
  - (iii) section 41 of the *City of Mount Pearl Act* , or
  - (iv) section 38 of the *City of St. John's Act* ;
- (t) "relative" means
- (i) a spouse or cohabiting partner,
  - (ii) a child, step-child, parent, step-parent, sibling, step-sibling, parent-in-law or sibling-in-law of the municipal official, and
  - (iii) a person not referred to in subparagraphs (i) and (ii) who resides with the municipal official;
- (u) "respondent" means a municipal official against whom a complaint has been made;
- (v) "source of income" means
- (i) in the case of employment, the employer, and
  - (ii) in the case of income arising from a business or profession, the business or profession; and
- (w) "spouse" means a person to whom a municipal official is married, unless the person and the municipal official have made a separation agreement or their support obligations and family property have been dealt with by a court order.

[2021 cM-20.01 s2](#)

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**Application**

3. This Act applies to municipal officials when the municipal officials are acting in their capacity as municipal officials.

[2021 cM-20.01 s3](#)

**PART I  
DISCLOSURE STATEMENT**

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**Disclosure statement**

4. (1) A councillor shall file with the council a disclosure statement in the form set by the council

- (a) within 30 days of taking office after the councillor's election; and
- (b) each year on or before March 1.

(2) A chief administrative officer shall file with the council a disclosure statement in the form set by the council

- (a) within 30 days of commencing employment; and
- (b) each year on or before March 1.

(3) A disclosure statement referred to in subsections (1) and (2) shall include the following information in relation to a councillor, chief administrative officer and a councillor's and chief administrative officer's spouse or cohabiting partner:

- (a) ownership of real property or an interest in real property within the municipality;
- (b) corporations in which 10% or more shares are held;
- (c) partnerships and sole proprietorships in which 10% or more interest is held;
- (d) ownership of businesses located within the municipality;
- (e) corporations, associations or trade unions in which a position of director or executive officer is held;
- (f) sources of income; and
- (g) any other information the council determines necessary.

(4) Where there is a change in the information contained in a disclosure statement filed under subsection (1) or (2), the councillor or chief administrative officer shall report the change to the council no later than 60 days after the change occurred.

(5) A disclosure statement filed under this section shall be

- (a) retained by the clerk of the council; and
- (b) reviewed at a privileged meeting of the council no later than 30 days after the date required for filing under this section.

(6) The council shall make disclosure statements filed under subsection (1) available for public inspection during normal business hours of the council.

[2021 cM-20.01 s4](#)

## PART II CONFLICT OF INTEREST

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### **Conflict of interest**

5. (1) A municipal official has a conflict of interest where i n the making, or involvement in the making, of a decision

- (a) the municipal official's private interests are affected; or
  - (b) the municipal official is unable to act impartially on behalf of the municipality due to the municipal official's personal relationships.
- (2) For the purposes of paragraph (1)(a)
- (a) a decision may affect, directly or indirectly, a private interest, where the decision may result in a gain or loss to the municipal official's private interests or the private interests of a relative; and
  - (b) a decision does not affect, directly or indirectly, a private interest where the decision affects the municipal official or a relative of a municipal official as one of a broad class of the public.

(3) For the purposes of paragraph (1)(b) a municipal official is unable to act impartially where a reasonable person may conclude that the municipal official's personal relationship would result in favoritism or prejudice to the person to whom the municipal official has a personal relationship.

[2021 cM-20.01 s5](#)

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### **Conflict of interest re: councillors**

6. (1) Where a councillor knows or ought reasonably to know that the councillor has a conflict of interest in a matter before council, the councillor shall, where present,

- (a) declare the conflict of interest before any consideration or discussion of the matter;
- (b) disclose the general nature of the conflict of interest;
- (c) refrain from participating in any discussion relating to the matter;
- (d) refrain from voting on any question, decision, recommendation or other action to be taken relating to the matter; and
- (e) leave the room in which the meeting is held for the duration of the consideration of the matter.

(2) Notwithstanding paragraph (1)(e), where the meeting referred to in subsection (1) is open to the public, the councillor may remain in the part of the room set aside for the general public.

(3) A councillor referred to in subsection (1) shall not attempt, in any way, before, during or after the meeting, to influence

- (a) the vote of other councillors; or
- (b) any policy advice provided to council regarding the matter.

(4) A declaration of conflict of interest under subsection (1) and the general nature of the conflict of interest shall be recorded in the minutes of council or a committee of council, where the declaration was made at a committee meeting.

(5) Where a councillor is uncertain as to whether or not the councillor has a conflict of interest, the councillor shall disclose the nature of the possible conflict of interest to the council and the council may decide by a majority vote.

(6) A councillor whose possible conflict of interest is being voted on is not entitled to vote.

(7) Where the vote referred to in subsection (5) is a tied vote, the councillor shall be considered to have a conflict of interest.

(8) Where the council determines by a majority vote under subsection (5) that a councillor does not have a conflict of interest and a complaint is subsequently filed under this Act and it is determined that a councillor did have a conflict of interest, the council may invalidate the decision of council in which the councillor acted in a conflict of interest but shall not impose any other penalties under this Act against the councillor.

[2021 cM-20.01 s6](#)

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#### **Reduced quorum**

7. (1) Where one or more councillors have declared a conflict of interest under subsection 6(1) and the number of councillors remaining at the meeting is not sufficient to constitute a quorum then, notwithstanding any other Act, regulations or a regulation of council, the number of councillors remaining, where not less than 2, shall be considered to constitute a quorum for purposes of discussion and voting on the matter being considered by the council.

(2) Where in the circumstances referred to in subsection (1) there would be less than 2 councillors remaining at a meeting, council shall request direction from the minister and the minister may order that

- (a) the one remaining councillor vote on the matter as if the councillor constituted a quorum; or
  - (b) the councillors are exempted from subsection 6(1) in the matter and allow the councillors to vote on the matter.
- (3) The minister may impose terms and conditions on an order issued under subsection (2).

[2021 cM-20.01 s7](#)

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#### **Complaint of conflict of interest re: councillors and former councillors**

8. (1) Where a person is of the opinion that a councillor or former councillor has acted in a conflict of interest, the person may file a complaint with the chief administrative officer within 6 months of the person becoming aware of the potential conflict of interest.



(2) A complaint shall be in writing and shall include the following information:

- (a) the nature of the conflict of interest;
- (b) the councillor's or former councillor's actions in relation to the conflict of interest; and
- (c) any other information the chief administrative officer determines necessary.

(3) The chief administrative officer shall send a copy of the complaint to the respondent no later than 5 business days after receipt of the complaint.

(4) The respondent may provide a written response respecting the complaint to the chief administrative officer no later than 20 business days after receipt of a copy of the complaint.

(5) Where the respondent provides a written response under subsection (4), the chief administrative officer shall send a copy of the written response to the complainant within one business day after receipt of the written response.

(6) The chief administrative officer shall review the complaint and the respondent's written response no later than 10 business days after receipt of the written response, or where a written response is not filed the chief administrative officer shall review the complaint no later than 10 business days after the time period to file the written response has expired, and shall

- (a) prepare a written report regarding the complaint;
- (b) refer the complaint to council;
- (c) provide a copy of the report referred to in paragraph (a) to the council at the time the complaint is referred to council; and
- (d) give written notice of the referral to the complainant and the respondent.

(7) No later than 15 business days after receiving the report referred to in subsection (6), the council shall consider both the complaint and the report provided under subsection (6) and may, by resolution,

- (a) dismiss the complaint;
- (b) make a determination that the councillor or former councillor acted in a conflict of interest; or
- (c) order any investigation to determine whether the councillor or former councillor acted in a conflict of interest.

(8) A person shall not hinder, obstruct, attempt to obstruct, interfere with, threaten, harass or fail to cooperate with a person conducting an investigation under paragraph (7)(c) in the exercise of that person's duties or functions under this Act or the regulations.

(9) A person conducting an investigation under paragraph (7)(c) shall prepare a report regarding the investigation and submit it to the council.

(10) Following review of the report referred to in subsection (9) the council may, by resolution,

- (a) dismiss the complaint; or
- (b) make a determination that the councillor or former councillor acted in a conflict of interest.

(11) A report referred to in subsection (9) shall be tabled at a public meeting.

[2021 cM-20.01 s8](#)

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**Penalties for conflict of interest re: councillors and former councillors**

9. (1) Where a council determines that a councillor has acted in a conflict of interest, the council

- (a) shall, by resolution, require the councillor to vacate the councillor's seat on council and declare that the councillor is not eligible to be nominated as a candidate until the nomination period for the next general election; and
- (b) may, by resolution, invalidate the decision of the council in which the councillor acted in a conflict of interest.

(2) Notwithstanding subsection (1), where the council determines that a councillor acted in a conflict of interest through inadvertence or a genuine error in judgment, the council may, by resolution, allow the councillor to keep the councillor's seat on council and may do one or more of the following:

- (a) reprimand the councillor;
- (b) invalidate the decision of the council in which the councillor acted in a conflict of interest;
- (c) require the councillor to attend training as determined by the council;
- (d) suspend the councillor from council committees or other additional activities or duties for a period of no more than 3 months; and
- (e) suspend the councillor from council, without remuneration, for a period of no more than 3 months.

(3) Where the council determines that a former councillor has acted in a conflict of interest, the council may do one or more of the following:

- (a) reprimand the former councillor;
- (b) invalidate the decision of council in which the former councillor acted in a conflict of interest; and
- (c) declare that the former councillor is not eligible to be nominated as a candidate until the nomination period for the next general election.

(4) Where a councillor is unable to attend regular public meetings of the council for 3 successive months because of a suspension under paragraph (2)(e), the councillor's absence from the public meetings is considered to be with leave of the council for the purposes of subparagraph 20(2)(e)(ii) of the *City of Corner Brook Act*, subparagraph 20(2)(e)(ii) of the *City of Mount Pearl Act*, subparagraph 206(1)(f)(ii) of the *Municipalities Act, 1999* and a regulation made under subparagraph 340.5(4)(i) of the *City of St. John's Act*.

[2021 cM-20.01 s9](#)

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**Complaint of conflict of interest re: administrators**

10. (1) Where a person is of the opinion that an administrator has acted in a conflict of interest, the person may file a complaint with the minister.

(2) A complaint shall be in writing and shall include the following information:

- (a) the nature of the conflict of interest;
- (b) the administrator's actions in relation to the conflict of interest; and
- (c) any other information the minister determines necessary.

(3) The minister shall send a copy of the complaint to the respondent no later than 5 business days after receipt of the complaint.

(4) The respondent may provide a written response respecting the complaint to the minister no later than 20 business days after receipt of a copy of the complaint.

(5) Where the respondent provides a written response under subsection (4), the minister shall send a copy of the written response to the complainant within one business day after receipt of the written response.

(6) No later than 15 business days after the minister receives the written response, or where a written response is not filed, no later than 15 business days after the time period to file a written response has expired the minister may

- (a) dismiss the complaint;
- (b) make a determination that the administrator acted in a conflict of interest; or
- (c) order an investigation to determine whether the administrator acted in a conflict of interest.

(7) A person shall not hinder, obstruct, attempt to obstruct, interfere with, threaten, harass or fail to cooperate with a person conducting an investigation under paragraph (6)(c) in the exercise of that person's duties or functions under this Act or the regulations.

(8) A person conducting an investigation under paragraph (6)(c) shall prepare a report regarding the investigation and submit it to the minister.

(9) Following review of the report referred to in subsection (8) the minister may

- (a) dismiss the complaint; or
- (b) make a determination that the administrator acted in a conflict of interest.

[2021 cM-20.01 s10](#)

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**Penalties for conflict of interest re: administrators**

**11.** Where the minister determines that the administrator has acted in a conflict of interest, the minister may do one or more of the following:

- (a) reprimand the administrator;
- (b) invalidate the decision of the administrator in which the administrator acted in a conflict of interest;
- (c) require the administrator to attend training as determined by the minister; and
- (d) revoke the administrator's appointment as administrator.

[2021 cM-20.01 s11](#)

**PART III  
CODE OF CONDUCT**

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**Code of conduct for councillors**

**12.** (1) Within 6 months of the coming into force of this Act, a council shall establish a code of conduct that applies to all councillors.

(2) A code of conduct referred to in subsection (1) shall set guidelines that define the standards and values that the council expects councillors to meet in their dealings with each other, employees of the municipality and the public.

(3) A code of conduct referred to in subsection (1) shall

(a) include provisions relating to

(i) standards of professional behaviour,

(ii) use of influence,

(iii) confidentiality,

(iv) harassment and bullying, and

(v) any other matter prescribed in the regulations;

(b) establish the process for filing complaints relating to a contravention of the code of conduct, including

(i) designating to whom the complaint shall be filed,

(ii) the information to be included in a complaint, and

(iii) the time period for filing a complaint;

(c) establish the process for resolving complaints, including referral of complaints for mediation and investigation;

(d) provide for reports related to the complaint, including

(i) the form of the report,

(ii) the information required to be included in the report, and

(iii) the time period for submitting the report.

(4) Each councillor shall comply with the code of conduct.

(5) Where an administrator is appointed for a municipality, the administrator shall comply with the code of conduct established by the council under subsection (1).

[2021 cM-20.01 s12](#)

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**Code of conduct training**

**13.** (1) A municipality shall arrange training relating to the code of conduct for councillors within 3 months of the establishment of a code of conduct and all councillors shall attend the training.

(2) A municipality shall arrange training relating to the code of conduct for a councillor within 3 months of a councillor being elected and the councillor shall attend the training.

(3) A councillor who does not attend the code of conduct training within the time period referred to in subsection (1) or (2) shall not carry out a power, duty or function as a councillor until the councillor has completed the training.

[2021 cM-20.01 s13](#)

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**Code of conduct complaint process re: councillors and former councillors**

**14.** (1) Where a person is of the opinion that a councillor or former councillor has contravened the code of conduct, the person may file a complaint in accordance with the process set out in the code of conduct.

(2) Where a complaint referred to in subsection (1) is

(a) satisfactorily resolved; or

(b) is not satisfactorily resolved but the complainant and respondent agree on the facts,

the chief administrative officer or a person designated by the chief administrative officer shall submit a report to the council in the form and manner set out in the code of conduct.

(3) Where subsection (2) does not apply, the complaint shall be investigated in accordance with the code of conduct and the person conducting the investigation shall submit a report to the council in the form and manner set out in the code of conduct.

(4) A report referred to in subsection (2) or (3) shall be reviewed at a privileged meeting of the council following receipt of the report.

(5) Following review of a report under subsection (4), the council shall open the meeting to the public and shall, by resolution,

(a) dismiss the complaint; or

(b) make a determination that the councillor or former councillor contravened the code of conduct.

(6) A complaint filed under this section against a councillor or former councillor by a member of the public or another councillor is not considered a workplace investigation for the purposes of section 33 of the *Access to Information and Protection of Privacy Act, 2015*.

[2021 cM-20.01 s14](#)

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**Penalties for contravention of code of conduct re: councillors and former councillors**

**15.** (1) Where a council determines that a councillor has contravened the code of conduct or failed to comply with a penalty imposed under this section, the council may, by resolution, do one or more of the following:

(a) reprimand the councillor;

- (b) require the councillor to attend training as determined by the council;
- (c) suspend the councillor from council committees or other additional activities or duties for a period of no more than 3 months;
- (d) suspend the councillor from council, without remuneration, for a period of no more than 3 months; and
- (e) where one or more of the following apply, make an application to court seeking that the councillor vacate the councillor's seat on council and that the councillor not be eligible to be nominated as a candidate until the nomination period for the next general election:
  - (i) the contravention of the code of conduct resulted in loss of public trust,
  - (ii) the contravention of the code of conduct consisted of violence or the credible threat of violence, and
  - (iii) the councillor has contravened the code of conduct more than once and has refused to comply with the penalties imposed.

(2) Where the council determines that a former councillor has contravened the code of conduct, the council may, by resolution, do one or both of the following:

- (a) reprimand the former councillor; and
- (b) where one or more of the following apply, declare that the former councillor is not eligible to be nominated as a candidate until the nomination period for the next general election:
  - (i) the contravention of the code of conduct resulted in loss of public trust,
  - (ii) the contravention of the code of conduct consisted of violence or the credible threat of violence, and
  - (iii) the former councillor has contravened the code of conduct more than once and has refused to comply with penalties imposed.

[2021 cM-20.01 s15](#)

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#### **Code of conduct complaint process re: administrators**

**16.** (1) Where a person is of the opinion that an administrator has contravened the code of conduct, the person may file a complaint in accordance with the process set out in the code of conduct except that the complaint shall be filed with the minister.

- (2) Where a complaint referred to in subsection (1) is
  - (a) satisfactorily resolved; or
  - (b) is not satisfactorily resolved but the complainant and respondent agree on the facts,

a person designated by the minister shall submit a report to the minister in the form and manner set out in the code of conduct.

(3) Where subsection (2) does not apply, the complaint shall be investigated in accordance with the code of conduct and the person conducting the investigation shall submit a report to the minister in the form and manner set out in the code of conduct.

- (4) Following review of a report referred to in subsection (2) or (3) the minister may
  - (a) dismiss the complaint; or
  - (b) make a determination that the administrator contravened the code of conduct.

[2021 cM-20.01 s16](#)

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**Penalties for contravention of code of conduct re: administrators**

17. Where the minister determines that the administrator has contravened the code of conduct, the minister may do one or more of the following:

- (a) reprimand the administrator;
- (b) require the administrator to attend training as determined by the minister; and
- (c) revoke the administrator's appointment as administrator.

[2021 cM-20.01 s17](#)

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**Code of conduct for other municipal officials**

18. (1) In this section "municipal official" does not include a councillor or an administrator.

(2) Within 6 months of the coming into force of this Act, a council shall establish a code of conduct for municipal officials.

- (3) A code of conduct referred to in subsection (2), shall include
  - (a) the information and processes prescribed in subsection 12(3); and
  - (b) provisions relating to conflict of interest.
- (4) The provisions relating to conflict of interest shall
  - (a) specify the procedures that a municipal official is required to follow where the municipal official suspects that the municipal official may be in a conflict of interest;
  - (b) specify the procedures for a person making a complaint regarding a municipal official who may have a conflict of interest; and
  - (c) specify the procedure for resolving the conflict.

(5) In addition to the requirements in subsection (4), the code of conduct provisions relating to a conflict of interest of a chief administrative officer shall allow a chief administrative officer, within the scope of the chief administrative officer's employment, to provide advice to council on a matter in which the chief administrative officer has a conflict of interest where

- (a) the chief administrative officer disclosed the conflict of interest and the nature of the conflict of interest to the council; and
  - (b) the council made the request for advice knowing of the chief administrative officer's conflict of interest.
- (6) Each municipal official shall comply with the code of conduct.

(7) A municipality shall arrange training relating to the code of conduct for municipal officials within 3 months of the establishment of a code of conduct and all municipal officials shall attend the training.

(8) A municipality shall arrange training relating to the code of conduct referred to in subsection (2) for a municipal official within 3 months of a municipal official commencing employment with a municipality or acting under the direction of a municipality and the municipal official shall attend the training.

(9) Where a code of conduct has been amended the municipality shall notify municipal officials of the changes within one month of the changes being made.

[2021 cM-20.01 s18](#)

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#### **Code of conduct for local service districts**

19. (1) The minister may establish a code of conduct for local service districts.

(2) Members of local service district committees and employees of a local service district shall comply with the code of conduct established by the minister.

[2021 cM-20.01 s19](#)

### **PART IV APPEALS**

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#### **Appeal**

20. (1) A complainant or respondent may appeal a decision made under paragraphs 8(7)(a) and (b), subsections 8(10) and paragraphs 9(1)(a), 9(2)(e) and 9(3)(c) to the Supreme Court of Newfoundland and Labrador by filing a notice of appeal with the Supreme Court of Newfoundland and Labrador.

(2) An appeal shall be commenced no later than 21 days after the complainant or respondent receives the decision being appealed.

[2021 cM-20.01 s20](#)

### **PART V ORIENTATION TRAINING**

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#### **Orientation training**

21. (1) A councillor and chief administrative officer shall complete orientation training approved by the minister within the time period prescribed in the regulations.

(2) The orientation training referred to in subsection (1) shall include the following:

- (a) information related to the roles and responsibilities of a councillor and chief administrative officer;
- (b) information related to meetings and procedures of council;
- (c) information related to council budgets and financial management;



- (d) information related to access to information and protection of privacy; and
- (e) any other information prescribed in the regulations.

(3) A councillor or chief administrative officer who does not attend the orientation training within the time period prescribed in the regulations shall not carry out a power, duty or function as a councillor or chief administrative officer until the councillor or chief administrative officer has completed the training.

[2021 cM-20.01 s21](#)

## PART VI REGULATIONS

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### Regulations

- 22.** The minister may make regulations
- (a) prescribing an amount for the purposes of subparagraph (2)(m)(vi);
  - (b) prescribing additional matters to be included in the provisions of a code of conduct;
  - (c) prescribing the time period in which orientation training is required to be completed;
  - (d) prescribing additional information to be included in orientation training;
  - (e) defining a word or phrase used but not defined in this Act; and
  - (f) generally, to give effect to this Act.

[2021 cM-20.01 s22](#)

## PART VII CONSEQUENTIAL AMENDMENTS, REPEAL AND COMMENCEMENT

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### RSNL1990 cC-15 Amdt.

- 23. (1) Paragraph 20(2)(a) of the *City of Corner Brook Act* is repealed.**
- (2) Sections 22 to 26 of the Act are repealed.**

[2021 cM-20.01 s23](#)

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### RSNL1990 cC-16 Amdt.

- 24. (1) Paragraph 20(2)(a) of the *City of Mount Pearl Act* is repealed.**
- (2) Sections 22 to 26 of the Act are repealed.**

[2021 cM-20.01 s24](#)

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**RSNL1990 cC-17 Amdt.**

**25. Section 44 of the *City of St. John's Act* is repealed.**

[2021 cM-20.01 s25](#)

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**SNL2001 cM-20.2**

Amdt.

**26. Paragraph 15(3)(b) of the *Municipal Elections Act* is repealed and the following substituted:**

(b) his or her seat as a councillor was declared vacant under subsection 20(2) of the *City of Corner Brook Act* or the *City of Mount Pearl Act* or section 11 of the *City of St. Johns Act*

[2021 cM-20.01 s26](#)

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**SNL1999 cM-24 Amdt.**

**27. (1) Paragraph 206(1)(i) of the *Municipalities Act, 1999* is repealed.**

**(2) Subsection 206(2) of the Act is repealed.**

**(3) Sections 207 to 210 of the Act are repealed.**

**(4) Subsection 410(1) of the Act is repealed and the following substituted:**

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**Appeal to Trial Division**

**410.** (1) A councillor whose seat has been vacated under paragraphs 206(1)(c), (d), (e), (f), (g) or (h) may appeal to a judge of the Trial Division by filing a notice of appeal with the court within 21 days of the date on which he or she is notified by the clerk of the council that his or her position as councillor is vacant and upon paying into the court a sum, or upon giving a bond for the sum, that the judge considered sufficient to defray the costs of the appeal.

[2021 cM-20.01 s27](#)

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**Commencement**

**28. This Act, or a section, subsection, paragraph or subparagraph of this Act, comes into force on a day or days to be proclaimed by the Lieutenant-Governor in Council.**

**(In force Sept. 1/22)**

[2021 cM-20.01 s28](#)

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**CITY OF CORNER BROOK**

**Policy Statement**

<b>Index</b>	Council and Administration	<b>Section</b>	Procedure		
<b>Title</b>	Code of Conduct for Mayor and Councillors	<b>Policy Number</b>	13-02-06	<b>Authority</b>	Council
<b>Approval Date</b>		<b>Effective Date</b>		<b>Revision Date</b>	

**1. Purpose and Application**

1.1 The purpose of this policy is to establish standards for the ethical conduct of Councillors relating to their roles and obligations as the elected representatives of their community and a procedure for the investigation and enforcement of those standards in accordance with the Municipal Conduct Act, 2021.

**2. Definitions**

2.1 The following words when used in this Policy shall have the following meaning unless otherwise indicated:

2.1.1 The “City” shall mean the City of Corner Brook as incorporated & continued under the *City of Corner Brook Act RSNL 1990 Ch. C-15*;

2.1.2 “Council” shall mean the Corner Brook City Council as incorporated and continued under the *City of Corner Brook Act RSNL 1990 Ch. C-15*; and

2.1.3 “Councillor(s)” shall include the Mayor and Deputy Mayor unless the context indicates otherwise.

2.2 Other definitions as stated in the Municipal Conduct Act, 2021 and the Municipal Conduct Regulations shall carry the same meaning when used in this Policy.

### **3. Representing Constituents**

#### **3.1 Standards of Professional Behaviour**

- 3.1.1 Councillors shall act honestly and, in good faith, serve the greater good of their community;
- 3.1.2 Councillors shall perform their functions and duties in a conscientious and diligent manner with integrity, accountability and transparency;
- 3.1.3 Councillors shall conduct themselves in a professional manner and refrain from any conduct that may be considered to be irregular, improper or improvident conduct of a municipal Councillor; and
- 3.1.4 Councillors shall not be derelict in their duties and make every effort to participate in the meetings of Council, committees of Council and other bodies to which they are appointed by Council.

#### **3.2 Use of Influence**

- 3.2.1 No Councillor shall use the influence of the Councillor's office for any purpose other than for the exercise of the Councillor's official duties.
- 3.2.2 Councillors shall not accept gifts, hospitality or other benefits that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.
- 3.2.3 Councillors may accept hospitality, gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligations, provided that the value of the hospitality, gift or benefit does not exceed \$100.
- 3.2.4 Gifts received by a Councillor may exceed \$100.00 provided that the gift is received on behalf of the City as a matter of official protocol and it is subsequently deposited with the Office of the City Clerk within 45 days of receipt.

#### **3.3 Misuse of Public Resources, Remuneration and Expenses and Fraud**

- 3.3.1 Councillors shall use municipal property, equipment, services, supplies and staff resources only for the performances of their duties as a Councillor, subject to the following limited exceptions:
  - a) Municipal property, equipment, service, supplies and staff resources that are available to the general public may be used by a Councillor for personal use upon the same terms and conditions as members of the general public, including booking and payment of any applicable fees or charges; and

b) Electronic communication devices, including but not limited to desktop computers, laptops, tablets and smartphones, which are supplied by the City to a Councillor, may be used by the Councillor for limited personal use, provided that the use is not for personal gain, offensive or inappropriate.

3.3.2 Councillors shall be transparent and accountable with respect to all expenditures and strictly comply with all municipal regulations, policies and procedures regarding claims for remuneration and expenses. Any fraudulent activity shall result in suspension of the Councilor for such time as Council deems appropriate up to a maximum period of 3 months and/or action to vacate the Councilors seat.

### **3.4 Confidentiality**

3.4.1 Councillors must keep in confidence matters disclosed in private at a meeting of Council until the matter is discussed at a meeting held in public or once the matter is communicated by City staff to the public via media release or social media post.

3.4.2 Councillors shall refrain from disclosing or releasing any confidential information acquired by virtue of their office except when required by law or authorized by Council to do so.

3.4.3 No Councillor shall use confidential information for personal benefit or for the benefit of any other individual or any other organization.

3.4.4 Confidential information includes information in the possession of, or received in confidence by the City, that the City is prohibited from disclosing pursuant to legislation, court order or by contract or is required to refuse to disclose under Access to Information and Protection of Privacy Act or any other legislation, or any other information that pertains to the business of the City, and is generally considered to be of a confidential nature, including but not limited to information concerning:

- a) The security of the property of the City;
- b) A proposal for development or pending acquisition or disposition of land or other property;
- c) A tender that has or will be issued but has not been awarded;
- d) Contract negotiations;
- e) Employment and labour relations;

- f) Draft documents and legal instruments, including reports, policies, bylaws and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
- g) Law enforcement matters;
- h) Litigation or potential litigations, including matters before administrative tribunals; and
- i) Advice that is subject to solicitor-client privilege.

### **3.5 Social Media**

3.5.1 Councillors must comply with the City's Social Media Use Policy.

### **3.6 Conducting City Business Electronically**

3.6.1 Councillors must, where possible, conduct municipal business through official accounts and devices and avoid conducting council business on personal devices or through personal account.

### **3.7 Communicating on Behalf of the City**

3.7.1 A Councillor must not claim to speak on behalf of the Council or the City unless authorized to do so. Unless Council otherwise authorizes, the Mayor is the official spokesperson for the City and Council and in the absence of the Mayor it is the Deputy Mayor. All inquiries from the media regarding the official position of the City or Council on an issue shall be referred to the official spokesperson, in accordance with the City's Media Relations-News Media Policy.

3.7.2 A Councillor who is authorized to act as official spokesperson must ensure that their comments accurately reflect the official position and will of the City and/or Council, even if the Councillor personally disagrees with and/or voted against the official position. However, nothing herein prevents a Councillor from indicating that they voted against the official position of the City and/or Council and their reasons why.

3.7.3 No Councillor shall make a statement as official spokesperson when they know the statement is false.

3.7.4 No Councillor shall make a statement as official spokesperson with the intent to mislead Council or members of the public.

### **3.8 Respectful Workplace**

- 3.8.1 Councillors shall treat one another in a respectful and professional manner befitting of a municipal Councillor.
- 3.8.2 In interaction with employees and contractors of the City, Councillors shall comply with all contracts/collective bargaining agreements that are in place between the City and its employees/contractors, and shall comply with all policies of the City, including but not limited to those policies & contract/collective bargaining provisions that provide for respectful workplaces that are free from harassment and bullying.
- 3.8.3 No Councillor shall act in the course of their duties in a manner that is discriminatory to any individual based on the person's race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, mental or physical disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income or political opinion.
- 3.8.4 Councillors must not:
- a) Involve themselves in matters of Administration, which fall within the jurisdiction of the City Manager;
  - b) Use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any employee of the City with the intent of interfering in the employee's duties; or
  - c) Maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of employees of the City.

### **3.9 Legislative Compliance**

- 3.9.1 In the course of fulfilling their duties as an elected official, Councillors shall abide by all applicable laws, including those established by the Government of Canada, the Government of Newfoundland and Labrador and the Regulations of the City of Corner Brook including but not limited to the following & any similar or successor legislation and Regulations enacted thereunder:
- a) *City of Corner Brook Act, RSNL 1990 ch. C-15*, including those provisions respecting, dereliction of duties & tax arrears;

- b) *Municipal Conduct Act SNL 2021, C. M-20.01 & Municipal Conduct Regulations, NL Regulation 59/22*
- c) *Municipal Elections Act SNL 2001, C. M-20.2*
- d) *Public Procurement Act SNL 2016, C. P-41.001*
- e) *Urban and Rural Planning Act SNL 2000, C. U-8*
- f) *Occupational Health and Safety Act RSNL 1990, C. 0-3*
- g) *Criminal Code of Canada, RSC 1985 c. C-46*, including those provisions respecting influence peddling, hate propaganda, harassment, defamatory libel, sedition, and uttering threats;
- h) *Municipal Affairs Act, 1995 Ch. M-20.1*,
- i) *The Constitution Act 1982* (the Canadian Charter of Rights & Freedoms);
- j) *Human Rights Act, 2010 SNL 2010 Ch. H-13.1*; and
- k) *Access to Information and Protection of Privacy Act, 2015 SNL 2015 Ch. A-1.23.8.2*

3.9.2 A Councillor must not encourage disobedience of any Regulations of the City in responding to members of the public, as this undermines public confidence in the City and in the rule of law.

### **3.10 No Adverse Action or Reprisals**

3.10.1 No Councillor shall:

- a) undertake any act of reprisal or threaten reprisal against a municipal official or member of the public for filing a complaint or providing relevant information to Council or to any other person engaged in investigation and/or handling a complaint in accordance with this Policy; or
- b) obstruct Council, or any other person, in carrying out the objectives or requirement of this policy.

### **3.11 Respecting the Decision-Making Process**

3.11.1 Decision making authority lies with Council, and not with any individual Councillor.

3.11.2 No Councillor shall, unless authorized by Council, make any promise or offer any favour on behalf of the City, attempt to bind the City, or give direction to employees, agents, contractors, consultants or other service providers or prospective vendors to the City.



3.11.3 Councillors shall approach decision-making with an open mind that is capable of persuasion and free from considerations that would result in a judicial finding of influence peddling and/or abuse of power.

### **3.12 Conflicts of Interest**

3.12.1 Councillors shall comply with the statutory duties prescribed in sections the Municipal Conduct Act regarding Conflict of Interest and Disclosure Statements.

### **3.13 Orientation and Other Training Attendance**

3.13.1 Every Councillor must complete orientation training as prescribed by the Municipal Conduct Act

### **3.14 Election Campaigns**

3.14.1 No Councilor shall use any facilities, equipment, supplies, services, municipal logo or other resources of the City for any election campaign or campaign-related activity.

## **4. Code of Conduct Complaint, Mediation and Investigation Process**

### **4.1 Filing a Complaint**

4.1.1 Any individual who has identified or witnessed conduct by a Councillor that the person reasonably believes, in good faith, is in contravention of this policy may file a formal complaint in accordance with the following procedure:

- a) All complaints shall be made in writing and shall be dated and signed by an identifiable individual, and in the form prescribed from time to time by the City Manager;
- b) All complaints shall be addressed to the City Manager;
- c) The complaint must set out reasonable and probable grounds for the allegation that the Councillor (the Respondent) has contravened this policy, including a detailed description of the facts, as they are known, giving rise to the allegation and the dates and locations of the alleged contraventions as well as the names of any other witnesses of the alleged contraventions;
- d) A person may file a complaint within one (1) year of becoming aware of a Code of Conduct violation.

- e) If the facts, as reported, include the name of one or more Councillors who are alleged to be responsible for the breach of this policy, the Councillor or Councillors concerned shall receive a copy of the complaint submitted to the City Manager and be provided with a period of fourteen (14) days to provide a written response to the City Manager;

4.1.2 Upon review of the complaint and response, if any, the City Manager shall within thirty (30) days of the complaint having been filed, offer for the Complainant and Respondent to participate in mediation with the City Manager and/or his/her delegate to see if the matter may be either:

- a) satisfactorily resolved;
- b) or an agreement reached on the relevant facts; and

if so, the City Manager shall then submit a report to Council within thirty (30) days of conclusion of the mediation in accordance with Section 14(2) of the Municipal Conduct Act. Where the matter has been satisfactorily resolved, the report shall provide a brief synopsis outlining the key facts of the complaint, response, and the parties agreed upon resolution. Where the matter has not been satisfactorily resolved, but the parties have agreed on the relevant facts, the report shall provide a brief outline of the complaint and response, a statement that the parties were unable to reach a satisfactory resolution, and should append a statement of facts agreed to and signed by the complainant and respondent as well as a copy of the original complaint and response.

4.1.3 Where mediation has not resulted in resolution of the matter and there remains a dispute in relation to relevant facts, the City Manager shall advise the parties and Council that the matter has not been resolved and subsequently the City Manager shall appoint an investigator to conduct an investigation in accordance with Section 14(3) of the Municipal Conduct Act.

4.1.4 Where the matter proceeds to investigation, the assigned Investigator shall:

- a) review the complaint and this policy;
- b) in collaboration with the City Manager or his/her delegate, identify and interview appropriate witnesses;
- c) provide an opinion as to whether the Respondent has contravened this policy;

- d) provide Council, the Complainant, and the Respondent, with the results of their investigation in the form of a written report that shall at a minimum outline the investigative process, findings of facts, analysis, test (an assessment of the facts relative to the code of conduct), conclusion and recommendations.

- 4.1.5 The Investigator shall have no longer than 90 business days from the date of their engagement as an Investigator to complete the investigation of the complaint and submit a report to Council in accordance with Section 14(3) of the Municipal Conduct Act. Extensions to the timeline may be granted at the sole discretion of the City Manager in consideration of the complexity of the matter, number of witnesses and documentation involved or other extenuating circumstances.
- 4.1.6 Subject to any requirement to release documents and information under the *Municipal Conduct Act*, the *Access to Information and Protection of Privacy Act*, the *City of Corner Brook Act*, and any similar or successor legislation or requirement of law, all proceedings of the Investigator regarding the investigation shall be confidential until the matter is brought forward at a public meeting for a decision.
- 4.1.7 The Respondent is entitled to be represented by legal counsel, at the Councillor's sole expense.

#### **4.4 Complaint Resolution**

- 4.4.1 Following the submission of a report to Council from the City Manager and/or an Investigator, Council shall review and discuss said report in a privileged meeting of Council, which shall exclude the complainant and the respondent, within 30 days of receiving the report.
- 4.4.2 Following the conclusion of the review of the report, Council shall bring the matter forward at the next public meeting of Council and shall by Resolution make a determination whether or not the Respondent contravened the Code of Conduct Policy as per the procedure outlined in Section 14 of the Municipal Conduct Act.
- 4.4.3 If it is determined that the Respondent has contravened the Code of Conduct, Council may allow the Respondent and/or Complainant to make a statement prior to a determination of any penalties.
- 4.4.5 If Council finds that the Respondent has contravened the Code of Conduct, Council may by Resolution issue such penalties as prescribed in Section 15 of the Municipal Conduct Act and any similar or successor legislation.

**Reference:**

*Approved: Minute COW-084 (May 10, 2021)*

*Municipal Conduct Act SNL 2021, C. M-20.01*

*Municipal Conduct Regulations, NL Regulation 59/22*

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



# Request for Decision (RFD)

**Subject:** Great Trail Enhancement - Phase 1

**To:** Darren Charters  
**Meeting:** Regular Meeting - 13 Feb 2023  
**Department:** Engineering  
**Staff Contact:** Melody Roberts,  
**Topic Overview:**  
**Attachments:** [WCE - of MERX Bid Comparison -17-CCR-22-00000 \(002\)](#)

## BACKGROUND INFORMATION:

Tenders were invited for the enhancement of the Great Trail system. The Corner Brook Great Trail Enhancement Phase 1 consists of the upgrades and improvements to the existing natural dirt paths and new trail sections along the T'Railway between Mount Moriah and the Corner Brook Pulp and Paper Mill on Lewin Parkway. Improvements to include:

- Drainage upgrades,
- Slope stability
- Replace existing timber retaining walls
- Upgraded and new granular trails (off-road and roadside segments),
- New shared trail space
- Upgraded rest areas along the trail, including new benches.
- New trail signage, including entrance gateway sign, signage at intersections and informational sign boards ( Crow Gulch, etc.) along the trail.
- Installation of a prefabricated pedestrian bridge at Petries Brook.
- Pedestrian crossing enhancements

Tenders closed for the Great Trail Enhancement - Phase 1 Contract No. 2022-24 on January 12, 2023 with four (4) bids received from the following (including 15% HST):

1. West Coast Excavating & Equipment Co Ltd.: \$1,375,816.30
2. Rock Construction Co Ltd.: \$1,825,184.27
3. Marine Contractors Co Ltd.: \$1,851,736.90
4. JCL Investments Inc.: \$2,255,703.15

## PROPOSED RESOLUTION:

Be it resolved that the Corner Brook City Council approve the lowest bid of \$1,375,816.30 (HST included) from West Coast Excavating and Equipment Co. Ltd. for the Great Trail Enhancement - Phase 1 Contract No. 2022-24.

**FINANCIAL IMPACT:**

Pre-tender construction Estimate - \$1,544,425.53 (HST Included)

Lowest bid - \$1,375,816.30 (HST Included)

**Budget Code:** 17-CCR-22-00000

**Finance Type:** Capital

Director of Community, Engineering, Development & Planning      Approved - 23 Jan 2023

Administrative Assistant to the City Manager      Approved - 31 Jan 2023

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City Manager

**City of Corner Brook - Great Trail Enhancement - Phase 1 - 17-CCR-22-00000**

Total Awarded Value \$ 0.00

**Project 1**

**Mobilization & Demobilization (1010)**

Code	Description	UOM
1010	1. Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of Sub-Total Before HST)	Lump-Sum

**Cash Allowance (1020)**

Code	Description	UOM
1020	1. Pole Relocation/Shoring/Bracing	N/A
1020	10. Petroleum Products Cost (SGC #3)	N/A
1020	Great Trail Gateway Entrance Signage	N/A
1020	Rock Removal using Hydraulic Hammer	N/A

**Environmental Requirements (1560)**

Code	Description	UOM
1560	1. Silt Fence	Meter

**Traffic Regulations (1570)**

Code	Description	UOM
1570	1. Flagpersons Wages	Hour

**Projects Signs & Signposts & Installation (1580)**

Code	Description	UOM
1580	1. Project Sign - Provincial	Lump-Sum

**Sign and Signpost Installations (1582)**

Code	Description	UOM
1582	1.1 Type A - RA-1	Each
1582	1.1 Type A - WC-44L	Each
1582	1.1 Type A - WC-44R	Each
1582	1.1 Type A - WC-46	Each
1582	1.1 Type A - WC-75	Each
1582	1.1 Type A - Trans Canada Trail	Each

**Reinstatement and Cleaning (1710)**

Code	Description	UOM
1710	1. Fencing (Straightening/Stablizing and Repair as Required)	Lump-Sum
1710	2. Ditching	Meter

**West Coast Excavating & Equipment Co. Ltd.**

**Project 1**

**Mobilization & Demobilization (1010)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1010	1	9000	9000	2	

**Group Total : \$ 9000**

**Cash Allowance (1020)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1020		20000	20000	1	
1020		10000	10000	1	
1020		5000	5000	1	
1020		5000	5000	1	

**Group Total : \$ 40000**

**Environmental Requirements (1560)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1560	100	15	1500	4	

**Group Total : \$ 1500**

**Traffic Regulations (1570)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1570	280	28	7840	1	

**Group Total : \$ 7840**

**Projects Signs & Signposts & Installation (1580)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1580	1	1500	1500	2	

**Group Total : \$ 1500**

**Sign and Signpost Installations (1582)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1582	20	800	16000	3	
1582	4	800	3200	3	
1582	7	800	5600	3	
1582	19	800	15200	3	
1582	19	800	15200	3	
1582	20	800	16000	3	

**Group Total : \$ 71200**

**Reinstatement and Cleaning (1710)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1710	1	2500	2500	1	
1710	4570	14	63980	3	

**Group Total : \$ 66480**

Sitework, Demolition & Removal of Structures (2070)		
Code	Description	UOM
2070	5. Removal of Curb	Meter
2070	8. Removal of Guide Rails	Meter
2070	11. Removal of Culverts	Meter

Clearing & Grubbing (2111)		
Code	Description	UOM
2111	1. Clearing	Hectare
2111	2. Grubbing	Hectare

Excavation, Trenching & Backfilling (2223)		
Code	Description	UOM
2223	1.2 Main Trench Excavation - Common	Cubic Meter
2223	5.1 Granular Pipe Bedding - Type 1	Cubic Meter

Roadway Excavation, Embankment & Compaction (2224)		
Code	Description	UOM
2224	1.2 Mass Excavation & Backfill - Common (including rock face at stn 2+555)	Cubic Meter
2224	2.2 Imported Backfill - Common	Cubic Meter

Selected Granular Base & Sub Base Materials (2233)		
Code	Description	UOM
2233	1. Class "A" Granular Base	Cubic Meter
2233	2. Class "B" Granular Sub-Base	Cubic Meter
2233	1.4" Minus Trail Topping	Cubic Meter

Rip-Rap Protection (2270)		
Code	Description	UOM
2270	1. Rip-Rap Hand Laid Dry Wall	Cubic Meter
2270	4. Rip-Rap Random (Lined Ditch)	Cubic Meter

Sub-Drains (2410)		
Code	Description	UOM
2410	1. Supply & Placement of Bedding Gravel	Cubic Meter
2410	3. Supply & Placement of Sub-Drains (150mm)	Meter

Pipe Culverts (2434)		
Code	Description	UOM
2434	1. Supply & Placement of Pipe Culvert (1050mm HDPE 320kpa)	Meter
2434	1. Supply & Placement of Pipe Culvert (900mm HDPE 320kpa)	Meter
2434	1. Supply & Placement of Pipe Culvert (600mm HDPE 320kpa)	Meter
2434	1. Supply & Placement of Pipe Culvert (300mm HDPE 320kpa)	Meter

Sitework, Demolition & Removal of Structures (2070)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2070	270	50	13500	3	
2070	56	50	2800	4	
2070	184	50	9200	3	
<b>Group Total : \$ 25500</b>					

Clearing & Grubbing (2111)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2111	0.1	15000	1500	1	
2111	0.1	15000	1500	1	
<b>Group Total : \$ 3000.0</b>					

Excavation, Trenching & Backfilling (2223)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2223	401	32	12832	3	
2223	401	60	24060	2	
<b>Group Total : \$ 36892</b>					

Roadway Excavation, Embankment & Compaction (2224)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2224	5171	20	103420	2	
2224	356	42	14952	2	
<b>Group Total : \$ 118372</b>					

Selected Granular Base & Sub Base Materials (2233)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2233	1599	46	73554	1	
2233	1256	46	57776	1	
2233	789	62	48918	1	
<b>Group Total : \$ 180248</b>					

Rip-Rap Protection (2270)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2270	199	68	13532	2	
2270	53	66	3498	2	
<b>Group Total : \$ 17030</b>					

Sub-Drains (2410)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2410	72	60	4320	2	
2410	80	44	3520	2	
<b>Group Total : \$ 7840</b>					

Pipe Culverts (2434)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2434	24	800	19200	3	
2434	60	775	46500	4	
2434	32	420	13440	4	
2434	68	130	8840	3	



**Concrete Walk, Curb & Gutters (2528)**

Code	Description	UOM
2528	1. Supply & Place Granular Base Material	Cubic Meter
2528	6. Curb	Meter
2528	2. Concrete Walks	Meter

**Group Total : \$ 87980**

**Concrete Walk, Curb & Gutters (2528)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2528	20	72	1440	2	
2528	310	110	34100	3	
2528	24	110	2640	1	

**Group Total : \$ 38180**

**Reshaping & Patching Asphalt Pavement (2574)**

Code	Description	UOM
2574	2. Patching of Asphalt Pavement	Square Meter

**Reshaping & Patching Asphalt Pavement (2574)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2574	1268	90	114120	3	

**Group Total : \$ 114120**

**Pavement Marking (2580)**

Code	Description	UOM
2580	1. Pavement Marking - Intersection No.2	Lump-Sum
2580	1. Pavement Marking - Intersection No.3	Lump-Sum
2580	1. Pavement Marking - Intersection No.4	Lump-Sum
2580	1. Pavement Marking - Intersection No.5&6	Lump-Sum
2580	1. Pavement Marking - Intersection No.8	Lump-Sum
2580	1. Pavement Marking - Intersection No.9	Lump-Sum
2580	1. Pavement Marking - Intersection No.10	Lump-Sum
2580	1. Pavement Marking - Intersection No.11	Lump-Sum
2580	1. Pavement Marking - Intersection No.12	Lump-Sum

**Pavement Marking (2580)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2580	1	1200	1200	1	
2580	1	1200	1200	1	
2580	1	1200	1200	1	
2580	1	2400	2400	4	
2580	1	1200	1200	1	
2580	1	1200	1200	1	
2580	1	1200	1200	1	
2580	1	1200	1200	1	
2580	1	1200	1200	1	

**Group Total : \$ 12000**

**Maintenance Holes, Catch Basins, Ditch Inlets & Valve Chambers (2601)**

Code	Description	UOM
2601	6. Catch Basins	Each
2601	8. Adjustment of Maintenance Hole/Catch Basin Tops	Each

**Maintenance Holes, Catch Basins, Ditch Inlets & Valve Chambers (2601)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2601	3	3800	11400	3	
2601	1	1200	1200	2	

**Group Total : \$ 12600**

**Pipe Sewer Construction (2702)**

Code	Description	UOM
2702	2. Supply & Placement of Storm Sewer (300mm HDPE 320kpa with soil tight joints)	Meter
2702	7. Break Into & Connect to Existing Maintenance Holes	Each

**Pipe Sewer Construction (2702)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2702	2	240	480	2	
2702	1	1500	1500	2	

**Group Total : \$ 1980**

**Project Specific Specification (1000)**

Code	Description	UOM
1000	Bridge Installation (including silt fence, reinstatement, excavation, backfill, riprap, concrete and deisng, supply and installation of super structure, including laydown and staging areas, complete)	Lump-Sum

**Project Specific Specification (1000)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1000	1	286700	286700	1	

1000	Retaining Wall - St. Mary's Road (including silt fence, reinstatement, supply and install of geogrid, excavation and backfill, rip rap, supply and install of retaining wall blocks, laydown and staging areas, complete)	Lump-Sum	1000	1	24000	24000	1
1000	Informational Sign Board Installation (including posts, concrete, brackets and associated hardware, complete)	Each	1000	22	1200	26400	3
1000	Benches	Each	1000	2	3000	6000	3
<b>Group Total : \$ 343100</b>							

Harmonized Sales Tax (HST)		
Code	Description	UOM
HST	Harmonized Sales Tax (HST)	Lump-Sum

Harmonized Sales Tax (HST)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
HST	1	179454.3	179454.3	1	
<b>Group Total : \$ 179454.3</b>					
<b>Project Total : \$ 1375816.3</b>					



# Request for Decision (RFD)

**Subject:** Active Transportation Fund (ATF) - ATF-1278-Great Trail Enhancement - Phase 2

**To:** Darren Charters  
**Meeting:** Regular Meeting - 13 Feb 2023  
**Department:** Engineering  
**Staff Contact:** Melody Roberts,  
**Topic Overview:**  
**Attachments:** [SCHEDULE B](#)  
[Signed letter - Roberts](#)

## BACKGROUND INFORMATION:

The City of Corner Brook has been offered funding from the Government of Canada through the PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND for the Great Trail Enhancement Phase 2

Phase 2 is the follow-up to a project already funded by Infrastructure Canada (Project # 17-CCR-22-00000) with the goal of establishing a connective active transportation corridor through the City of Corner Brook. The project will see the active transportation trail established in Phase 1 extended along the eastern portion of the City's waterfront. The project includes upgrades to the sidewalk and paved trail (including replacement of existing assets, and addition of new assets), upgrades to a small section of gravel multi-use trail, installation of safer crossing points, installation of culvert and drainage assets, and general furnishings/signage for the entire active transportation route. The successful funding and completion of Phase 2 of this project will create a connected, safe, active transportation thoroughfare through the City, which is integrated into downtown sidewalks, and the City trail networks.

## PROPOSED RESOLUTION:

Be it resolved that the Corner Brook City Council accept funding as outlined in the Government of Canada project approval, to complete the project under the PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND. The Corner Brook City Council authorizes the Mayor and City Manager to sign the Government of Canada agreement and infrastructure on behalf of the City of Corner Brook.

## FINANCIAL IMPACT:

Estimated project cost - \$2,191,722.00  
 60/40 cost-share funding  
 Federal Contribution \$1,315,033

**Finance Type:** Funding

Director of Community, Engineering, Development & Planning      Approved - 09 Feb 2023

Administrative Assistant to the City Manager      Approved - 10 Feb 2023

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City Manager

**SCHEDULE B.2: PROJECT BUDGET****Table 1:**

Project Budget	Amount
Total Project Cost	\$2,191,722
Total Eligible Cost	\$2,191,722

**Table 2:**

Total INFC Contribution	Annual Breakdown		Total
	2022-23	2023-24	
INFC Contribution	\$328,759	\$986,274	\$1,315,033

**Table 3: Other Sources of Funding**

Source	Amount
City of Corner Brook	\$876,689
Total Other Sources of Funding	\$876,689

Minister of Intergovernmental Affairs,  
Infrastructure and Communities



Ministre des Affaires intergouvernementales,  
de l'Infrastructure et des Collectivités

Ottawa, Canada K1P 0B6

December 22, 2022

Melody Roberts  
Office Assistant  
City of Corner Brook  
5 Park Street  
Corner Brook, Newfoundland and Labrador A2H 6E1  
[mroberts@cornerbrook.com](mailto:mroberts@cornerbrook.com)

Dear Melody Roberts,

It is my pleasure to inform you of the approval in principle of Great Trail Enhancement - Phase 2 (the Project). This approval in principle is given following the successful review of your project under the terms and conditions of the Active Transportation Fund (ATF) of the Permanent Public Transit Program (the Program).

As per the terms outlined in the Program terms and conditions, Canada will support up to 60 percent of the total eligible costs to a maximum of federal contribution of \$1,315,033. Funding from all government sources cannot exceed 100 percent of the Project's total eligible costs.

In order for Canada to pay eligible costs for the approved project, all requirements outlined in the contribution agreement will have to be met. With this approval in principle, eligible costs as determined under the terms and conditions of the ATF and incurred as of the date of this letter will be eligible for federal reimbursement subject to the timely execution of a contribution agreement. If a contribution agreement is not signed, the Government of Canada will not reimburse any costs incurred. Once signed, the contribution agreement represents the final federal approval of the Project.

The contribution agreement will include payment conditions, reporting requirements, meeting schedules, and communication protocols (this is not an exhaustive list). In addition to other terms and conditions that will be identified within the contribution agreement, the following conditions will also apply:

...2

Canada

- 2 -

- City of Corner Brook will satisfy the Government of Canada with respect to the competitive and transparent tendering process to be established for the Project, and that all contracts be awarded in a manner that is transparent, competitive, fair, consistent with value for money principles and is in accordance with all applicable domestic and international trade agreements.
- City of Corner Brook will confirm that all project funding, other than the federal contribution, has been secured prior to the Government of Canada paying any eligible costs.
- Where applicable, City of Corner Brook will confirm that property or rights of way have been secured prior to the Government of Canada paying any eligible costs.
- Canada has determined that there are no federal requirements under the *Impact Assessment Act* for this project.
- Canada has determined that there is no obligation to consult with Indigenous peoples since Aboriginal and/or Treaty rights under Section 35 of the *Constitution Act, 1982* are not expected to be adversely impacted by this project.

Due to the competitive nature of the ATF, changes to the scope of the Project require careful review and approval by Canada. As your project is being approved in principle based on the information in your application, please notify my officials, in writing, should you expect changes in scope or timing to the Project. The Project must be completed prior to the end of the Program on March 31, 2026, including the submission of claims for eligible expenditures.

Departmental officials will contact you shortly to move forward with the negotiation of the contribution agreement. Infrastructure Canada will also work with recipients to jointly communicate Canada's funding commitment, to plan and participate with Infrastructure Canada in any future media announcements or events related to the Project's progress, and to produce and erect signage at the Project sites acknowledging the federal government's contribution to the Project in accordance with the signage guidelines to be provided by the Government of Canada. Joint communications should not occur without the prior knowledge and agreement of all parties.

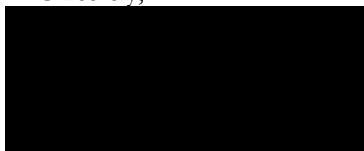
...3

- 3 -

I would like to take this opportunity to thank you for your collaboration and commitment to the successful delivery of the ATF. I look forward to working with you as we continue to implement active transportation infrastructure for the benefit of all Canadians.

Please accept my best regards.

Sincerely,



The Honourable Dominic LeBlanc, P.C., K.C., M.P.





# Request for Decision (RFD)

**Subject:** Bells Brook Culvert - Phase 1 - Change Order No. 3

**To:** Darren Charters

**Meeting:** Regular Meeting - 13 Feb 2023

**Department:** Engineering

**Staff Contact:** Melody Roberts,

**Topic Overview:**

**Attachments:** [Bells Brook Phase 1 Change Order No. 3](#)

## BACKGROUND INFORMATION:

Quantity Variance Report as per attached detail sheet upon job completion.

Changes in quantities were required for the following items:

- increased asphalt removal
- Increased sidewalk removal
- increased curb and sidewalk removal
- increased supply and placing topsoil
- increased supply and placing of sods
- increased Class "A" granular base
- increased Class "B" granular sib-base
- increased curb and gutter
- decreased patching of asphalt pavement
- decreased cast-in -place concrete top section of culvert
- decreased pole relocation/shoring/bracing
- decreased water control

## PROPOSED RESOLUTION:

Be it resolved that the Corner Brook City Council approve Change Order No. 3 for Bell's Brook Culvert Phase 1 in the amount of \$77,944.13 (HST Included) for Marine Contractors Inc.

## FINANCIAL IMPACT:

Budget \$832,000.00

**Budget Code:** 17-MYCW-22-00036

**Finance Type:** Capital

Director of Community, Engineering, Development & Planning      Approved - 26 Jan 2023

Administrative Assistant to the City Manager      Approved - 31 Jan 2023

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City Manager

Division of Municipal Infrastructure  
Form 5 – Contract Change Order Notice

Page 1 of 3

March 2022

PROJECT NAME: Bells Brook Culvert Phase 1 DATE: Jan. 12th, 2023  
MI PROJECT NO: 17-MYCW-22-00036 CHANGE ORDER NUMBER: 3  
CONTRACTOR: Marine Contractors Inc.

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

Quantity Variance Report as per attached detail Sheet  
\$67,777.50 plus HST

.4 EFFECT OF CHANGE ON CONTRACT

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

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

WORKING DAYS: \_\_\_\_\_ REVISED COMPLETION DATE: \_\_\_\_\_

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

No Change

Addition to Contract including HST payable by the Owner \$ 77,944.13

Deduction from Contract including HST payable by the Owner \$ \_\_\_\_\_

Contractor: \_\_\_\_\_  
(Signature)

Transportation and Infrastructure



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

**Page 3 of 3**

**March 2022**

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

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Transportation and Infrastructure

Division of Municipal Infrastructure  
Form 20 - Variance Report

Page 1 of 2

2022 March

Project Name: Bells Brook Culvert Ph1	MI Project #: 17-MYCW-22-00036
Owner: City of Corner Brook	Contractor: Marine Contractors Inc
Date: Jan 5th, 2023	Request No:

REQUEST FOR ADDITIONAL WORK AND/OR VARIANCE IN QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITIES			UNIT PRICE	\$ VALUE OF REVISED TOTAL
			ORIGINAL	VARIANCE +, -, or 0	REVISED TOTAL		
				0			
1010	1. Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of Sub-Total Before HST)	Lump-Sum	1	0	1	\$3,500.00	\$3,500.00
1020	1. Pole Relocation/Shoring/Bracing	Lump-Sum	1	-1	0	\$2,000.00	
1560	2. Water Control	Lump-Sum	1	-1	0	\$5,000.00	
1570	1. Flagpersons Wages	Hour	150	0	150	\$30.00	\$4,500.00
1580	3. Project Sign (drawing 04010)	Meter	1	0	1	\$950.00	\$950.00
1710	4. Removal and Reinstate Tree	Each	1	0	1	\$2,000.00	\$2,000.00
2070	3. Removal of Asphalt Covered Concrete Pavement	Square Meter	20	97.7	117.7	\$200.00	\$23,540.00
2070	4. Removal of Concrete Sidewalk	Meter	8	16.1	24.1	\$300.00	\$7,230.00
2070	5. Removal of Curb & Gutter	Meter	5	20.5	25.5	\$250.00	\$6,375.00
2070	6. Removal of Catch Basins, Maintenance Holes & Ditch Inlets	Each	1	0	1	\$2,000.00	\$2,000.00
2070	18. Removal and Reinstate Heritage Light Pole & Base (including any electrical disconnect/reconnect )	Each	1	0	1	\$7,500.00	\$7,500.00
2104	5. Supply & Placing Topsoil	Square Meter	10	20	30	\$24.00	\$720.00
2104	8. Supply & Placement of Sods	Square Meter	10	20	30	\$28.00	\$840.00
2223	1. Class "A" Granular Base	Cubic Meter	3	17.7	20.7	\$600.00	\$12,420.00
2223	2. Class "B" Granular Sub-Base	Cubic Meter	6	32.3	38.3	\$500.00	\$19,150.00
2528	1. Supply & Place Granular Base Material	Cubic Meter	1	6.9	7.9	\$1,200.00	\$9,480.00
2528	5. Curb & Gutter	Meter	5	20.5	25.5	\$185.00	\$4,717.50
2574	2. Patching of Asphalt Pavement ( Requires 2, 50m lifts as per City of Corner Brook Specification)	Meter	20	-20	0	\$120.00	
2601	1.5 Supply & Placement of Pre-Cast Maintenance Hole Diameter ≥ 3.5 m to 4.0 m ( Cost to include preserving active services as per note 4 dwg LP1 as well as 250mm HDPE Pipe, connections and sealing to MH and existing Concrete Culvert , bedding , excavations , fencing or other safety requirements etc and all other items associated as per detail 3/C1/C1 , dwgng notes and master specifications. )	Cubic Meter	1	0	1	\$22,500.00	\$22,500.00
3300	1. Cast-In-Place Concrete Top Section of Culvert (Cost to include preserving active services as per note 4 dwg LP1 as well as all form work , false work , new rebar , excavations , concrete/rebar cleaning , cutting back , rebar exposure , concrete preparation, common backfill, fencing or other safety requirements etc associated with this and as per detail 4/C1/C1 and dwgng notes )	Each	11.5	2.6	14.1	\$3,000.00	\$42,300.00
REVISED VALUE OF TENDER							\$169,722.50
ORIGINAL VALUE OF TENDER							\$101,945.00
VALUE OF ADDITIONAL WORK AND/OR VARIANCES							\$67,777.50

Transportation and Infrastructure

Division of Municipal Infrastructure  
Form 20 - Variance Report

EXPLANATION WHY ADDITIONAL WORK IS REQUIRED OR QUANTITY VARIANCES ARE EXPECTED	
1. Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of Sub-Total Before HST)	0 No Change
1. Pole Relocation/Shoring/Bracing	-1 Quantity not required
2. Water Control	-1 Not Required
1. Flagpersons Wages	0 No Change
3. Project Sign (drawing 04010)	0 No Change
4. Removal and Reinstate Tree	0 No Change
3. Removal of Asphalt Covered Concrete Pavement	97.7 Additional quantity removed due to force main restraints issue , increase de
4. Removal of Concrete Sidewalk	16.1 As Above
5. Removal of Curb & Gutter	20.5 As Above
6. Removal of Catch Basins, Maintenance Holes & Ditch Inlets	0 No Change
18. Removal and Reinstate Heritage Light Pole & Base (including any electrical disconnect/reconnect )	0 No Change
5. Supply & Placing Topsoil	20 Additional quantity removed due to force main restraints issue , increase de
8. Supply & Placement of Sods	20 Additional quantity removed due to force main restraints issue , increase de
1. Class "A" Granular Base	17.7 Additional quantity removed due to force main restraints issue , increase de
2. Class "B" Granular Sub-Base	32.3 Additional quantity removed due to force main restraints issue , increase de
1. Supply & Place Granular Base Material	6.9 Additional quantity removed due to force main restraints issue , increase de
5. Curb & Gutter 2. Patching of Asphalt Pavement ( Requires 2, 50m lifts as per City of Corner Brook Specification)	20.5 Additional quantity removed due to force main restraints issue , increase de -20 Item not required , regular surface asphalt used
1.5 Supply & Placement of Pre-Cast Maintenance Hole Diameter ≥ 3.5 m to 4.0 m ( Cost to include preserving active services as per note 4 dwg LP1 as well as 250mm HDPE Pipe, connections and sealing to MH and existing Concrete Culvert , bedding , excavations , fencing or other safety requirements etc and all other items associated as per detail 3/C1/C1 , dwgng notes and master specifications. )	0 No Change
1. Cast-In-Place Concrete Top Section of Culvert (Cost to include preserving active services as per note 4 dwg LP1 as well as all form work , false work , new rebar , excavations , concrete/rebar cleaning , cutting back , rebar exposure , concrete preparation, common backfill, fencing or other safety requirements etc associated with this and as per detail 4/C1/C1 and dwgng notes )	2.6 Extra concrete required due to haunches required
<b>FOR CONSULTANT USE</b>	
<b>FOR MI USE</b>	
RESIDENT SUPERVISOR: [REDACTED]	PROJECT REPRESENTATIVE:
PROJECT MANAGER: [REDACTED]	REGIONAL ENGINEER:
DATE: Jan 5th, 2023	DATE:







# Request for Decision (RFD)

**Subject:** Consulting Services for 2 Billion Trees Project

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 13 Feb 2023  
**Department:** Sustainable  
**Staff Contact:** Darren Charters, Director of Community, Engineering, Development & Planning  
**Topic Overview:** Council approval is required to award the contract to Thistle Consulting to complete the ground truthing data collection for the City's contribution to the 2 Billion Trees Program  
**Attachments:** [Ground Truth Description Final](#)  
[Thistle Consulting Contract Ground Truth or Council Redacted](#)

## BACKGROUND INFORMATION:

The City has been approved to move forward with the 2 billion trees program which is a Federally funded program through NRCan with the intention of supporting new tree planting projects throughout Canada over the next 10 years to tackle the twin crises of climate change and biodiversity loss. Through this project, NRCan and the City are required to hire a consultant to complete ground truthing of Lidar data collected by NRCan. There is no available workers at NRCan or the City of Corner Brook with the capacity or skill set to be able to take on this work. The consultant which has offered the most reasonable quote (3 quotes received) and has the capability to take on such a project has been Thistle Consulting Services who has submitted a quote for \$27,600 HST Incl. to complete this work over an 8 week period.

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** award the 2 Billion Trees Project Ground Truthing contract to Thistle Consulting Services for a cost of \$27,600 HST Incl.

## FINANCIAL IMPACT:

The funding (\$164,000) for this work has been allocated through the 2 Billion Trees Program.

## ENVIRONMENTAL IMPLICATIONS:

This project is intended to support the sustainable growth of our urban forest management program and will therefore be a benefit to the natural and made environments of the City of Corner Brook.

## RECOMMENDATION:

Staff recommend Option 1 and that the following resolution be supported:

**ALTERNATIVE IMPLICATIONS:****Options:**

1. Council of the City of Corner Brook award the 2 Billion Trees Project Ground Truthing contract to Thistle Consulting services for a cost of \$27,600 HST Incl.
2. Council of the City of Corner Brook not award the 2 Billion Trees Project Ground Truthing contract to Thistle Consulting services for a cost of \$27,600 HST Incl.
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering,    Approved - 08 Feb 2023  
Development & Planning

Administrative Assistant to the City    Approved - 08 Feb 2023  
Manager

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City Manager

Title: Collection of Ground Truthing Data in support of 2 Billion Trees Project

Location: Corner Brook, NL

Background: A detailed forest inventory is being created for the City of Corner Brook's Municipal Planning Area in support of a recently approved project under the federal 2 Billion Trees program. This inventory provides critical information which will inform decisions around management of trees and forests in the area. This includes modeling carbon, recreation planning, development decisions, tree health monitoring, and tree planting efforts to name a few. Natural Resources Canada - Canadian Forest Service has collected high resolution drone-based imagery for the core area of the City and will be using this data to produce the forest inventory.

Task: To facilitate the classification of the drone-based imagery, ground truth data is required. The contracted individual/company will be responsible for the collection of this information under the guidance of staff at the Canadian Forest Service (CFS).

Details:

1. CFS will provide the locations of sites to be sampled – approximately 400. It is estimated that an average of 15 samples could be completed each day. If needed, a GPS will be provided for navigation to points.
2. For treed/forested sites, the following will be recorded for each tree in a 5 foot radius from the sample point:
  - Tree species
  - Height
  - DBH
  - Crown density
  - Health
  - Photograph
3. Tools for tree measurements will be provided if necessary.
4. For non-treed sites, dominant ground cover within a 5 foot radius will be recorded along with a representative photograph.
5. A data collection device with installed application for collecting and uploading data will be provided.
6. With the onset of winter conditions, non-treed areas should be prioritized on days when ground is exposed (no snow cover). Treed areas can be sampled with snow on the ground.
7. Due to leaf-off condition of broadleaf trees, crown density will have to be estimated for these species.
8. CFS will provide on-the-ground training for contractor.

STANDARD FORM OF AGREEMENT BETWEEN  
CLIENT AND PRIME CONSULTANT

*The City of Corner Brook  
2Billion Trees Ground Truthing  
Project*

Consultant: *Thistle Consulting Services Inc*  
TI Project No.: *2022 GNT -614 – City of Corner Brook*  
Funding Program: *2 Billion Trees Program*

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## AGREEMENT

THIS AGREEMENT made at *City of Corner Brook*,  
in the Province of Newfoundland and Labrador, on this 24th day of January,  
2023.

BETWEEN:

*The City of Corner Brook*  
("The Client")

AND:

*Thistle Consulting Services Inc*  
("The Prime Consultant")

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions

In addition to the terms defined in the Special Terms and Conditions attached as Schedule "B", (if any), and the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

- a) "Contract Documents" shall mean and include:
  - i. This head agreement (the "Head Agreement");
  - ii. The Scope of Work attached as Schedule "A";
  - iii. The Special Terms and Conditions attached as Schedule "B";
  - iv. The General Terms and Conditions attached as Schedule "C";
  - v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D"; and
  - vi. Access to Information outline attached as Schedule "E".
- b) "Representatives" mean directors, officers, employees, consultants, sub-consultants agents, advisors or partners.

II. The Prime Consultant's Work

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

III. Entire Agreement

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

IV. Representations and Warranties

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

V. Conflict Between Provisions

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VI. Start and Completion Date

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

Start Date: *February 1<sup>st</sup>, 2023*

Completion Date: May 1<sup>st</sup>, 2023

VII. Effective Date

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

VIII. Paragraph Numbering

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

IX. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until

all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

*The City of Corner Brook*

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness or Signing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Thistle Consulting Services Inc*

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness or Signing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



SCHEDULE "A"

SCOPE OF WORK  
BETWEEN PRIME CONSULTANT AND CLIENT

INDEX

Part 1        DEFINITIONS..... 6  
Part 2        RESPONSIBILITIES ..... 7  
Part 3        GENERAL REQUIREMENTS ..... 9  
Part 4        BASIS OF PAYMENT SCHEDULE ..... 11

- Schedule I    Project Description
- Schedule II   Basic and Other Additional Services Fees
- Schedule III   Additional Reimbursement Expenses
- Schedule IV   Project Schedule
- Schedule V    Other General Requirements

1. PART 1 DEFINITIONS

- 1) Additional Services: means Consulting Services provided that are additional to the Basic Services as set out in Schedules I and II.
- 2) Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
- 3) Basic Services: means Consulting Services as outlined in the scope of work defined in Schedules I and II.
- 4) Construction Budget Forecast: means the Client's estimated Construction Cost including contingencies for cost increases and taxes (HST).
- 5) Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.
- 6) Contingency Allowance: means the project contingency maintained for unforeseen expenses or cost overruns on capital works projects, as outlined in the Capital Works Cost Contingency Allowance Policy, available on the TI website.
- 7) Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.
- 8) Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.
- 9) Cost Control Services: means a service to advise and monitor on Project Budget Forecast and Construction Budget Forecasts.
- 10) Master Specification: means Municipal Water, Sewer and Road Specification (a manual developed by the Municipal Infrastructure Division) or Master Specification Guide for Publicly Funded Buildings (a specification developed and prepared for the purpose of presenting standards, guidelines, instructions and specifications to use in the delivery of publicly funded projects), both developed by the Department of Transportation and Infrastructure. Unless otherwise agreed between the parties, the version published on the date of the contract shall be the version applicable to the contract.
- 11) Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

- 12) Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.
- 13) Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees, contingencies, taxes (HST) and acquisition costs.
- 14) Sub-Consultant: means Registered Professional Engineer, Architect or other specialist engaged by the Prime Consultant in connection with the project.
- 15) Substantial Performance: means a contract has been deemed to be substantially performed, per the Substantial Performance criteria outlined in the General Conditions of the construction contract.
- 16) Total Performance: means when the entire work has been performed to the requirements of the construction Contract Documents and is so certified by the Prime Consultant.

## 2. PART 2 RESPONSIBILITIES

### 1) PRIME CONSULTANT

- a) The Prime Consultant's services consist of Program Advisory Services, Basic Services and Additional Services which may be required to perform the Work as outlined in Schedules I, II and III.
- b) The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and Sub-Consultant's work.
- c) The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings and advice concerning issues arising during this period.

- d) The Prime Consultant should be aware of its responsibilities under the Occupational Health and Safety Act & Regulations. Notwithstanding any obligation imposed by the Occupational Health and Safety Act & Regulations, the Prime Consultant shall:
- i) Ensure that key onsite personnel under the employ of the Prime Consultant have a reasonable understanding of industry accepted construction practices, including the Occupational Health and Safety Act & Regulations pertaining to the type of work being undertaken, and any Site Specific Safety Plans developed.
  - ii) Through regular project progress meetings obtain copies of contractor documented safety plan activities at the site, including but not necessarily limited to reporting of events/incidents, minutes of toolbox meetings, and any required actions to be taken as a result of these activities.
  - iii) Identify unsafe work conditions to the Client, that on site personnel may become aware of, and if necessary report same to the Occupational Health & Safety regulators.
- e) Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant.
- f) The following schedules apply:
- i) Schedule I - Project Description
  - ii) Schedule II - Basic and Other Additional Services Fees
  - iii) Schedule III - Additional Reimbursable Allowances
  - iv) Schedule IV - Project Schedule
  - v) Schedule V - Other General Requirements
- 2) CLIENT'S RESPONSIBILITIES
- a) The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.
  - b) The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.
  - c) If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.
  - d) The Client may provide information regarding the project including: a program, which

shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

- e) The Client will provide the Prime Consultant with a Project Budget Forecast.
- f) The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, and hazardous material surveys.
- g) When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Prime Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.
- h) Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the Sub-Consultant(s) performing the work under the direction of the Prime Consultant.
- i) The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

### 3. PART 3 GENERAL REQUIREMENTS

#### 1) STAFF

- a) The Prime Consultant will provide the Client with a list of its employees and those of its Sub-Consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of employees, changes in the numbers of employees or changes to rates of employees assigned to the project.

#### 2) SCHEDULE

- a) The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule IV hereto.)
- b) Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for

may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

- c) If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.
- 3) COST CONTROL
- a) The Prime Consultant shall provide Cost Control and Reporting Services to the Client in accordance with the requirements of the Department of Transportation and Infrastructure for project milestones and monthly project status reports.
  - b) If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant's expense to bring the cost estimate within the approved Project Budget Forecast.
- 4) CHANGES AND ADJUSTMENT
- a) Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.
  - b) The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.
  - c) Any increases in the fees payable caused by a material change or other changes shall be communicated by the Prime Consultant in writing to the Client prior to

incurring such costs to permit the Client to mitigate the amount of increased costs.

5) ERRORS AND OMISSIONS

- a) Any costs resulting from design errors on the part of the Prime Consultant, Sub-Consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any Sub-Consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a Sub-Consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by Sub-Consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of Sub-Consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any Sub-Consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such Sub-Consultant.
- b) Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

6) PRIME CONSULTANT ACTIONS AND DECISIONS

- a) The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.
- b) The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.
- c) Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.
- d) If the Prime Consultant does not promptly and diligently comply with or fails to meet

the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client's rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.

#### 7) INSURANCE COVERAGE

- a) The Prime Consultant shall supply written proof of:
- i) Professional liability insurance coverage
    - (1) equal or greater than \$250,000 per claim, \$500,000 in aggregate for projects under \$2 million construction value or
    - (2) \$500,000 per claim, \$1,000,000 aggregate for projects over \$2 million.
    - (3) The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant's Insurer. This Insurance shall remain in effect until the expiry of the general contractor's one year warranty on the project.
  - ii) Commercial liability insurance acceptable to the Client with a minimum limit of \$1,000,000.
  - iii) The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

#### 4. PART 4 BASIS OF PAYMENT SCHEDULE

- 1) The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or at agreed per diem rates on the basis of approved level of effort.
- 2) The Client will pay for all other services at an agreed fixed fee on the basis of approved level of effort. The Client's Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.
- 3) The fee for Basic Services and Additional Services will be apportioned to the phases of service as outlined in Schedule II - "Basic Services and Other Additional Services' Fees".
- 4) The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.
- 5) The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in Schedule I and detailed in the project specification and contract documents.
- 6) The Client will pay for the reimbursement of the Prime Consultant's expenses associated with the project at cost as per Schedule "C" and substantiated by invoices. Meals, private vehicle usage, private lodgings and other incidental expenses are to be paid on the basis of Government Basic Rates. These rates are HST inclusive and are determined



as of the date the expenses are incurred.

- 7) The Client will pay for Additional Reimbursable Allowances as provided for in Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.

SCHEDULE I  
PROJECT DESCRIPTION

Project Description:

The project will consist of hiring a consultant to complete ground truthing of Lidar data collected by Natural Resources Canada (NRCan). This work will be one aspect of a larger project as part of the national 2 Billion Trees Program in the City of Corner Brook. The scope of the project will be to verify information surrounding statistical data for trees throughout the Municipal Zoning Area of the City of Corner Brook. The project aims to build a stronger understanding of the health and life cycles of the urban forest within the Municipal Zoning Area.

Scope of Work:       The Scope of Work for this project is found:

- In the attached Consultant Fee Request or Request for Proposals Issued, and
- In the attached Fee Proposal or RFP Response.

Deliverables:       Deliverables include, but are not limited to those outlined in

- In the attached Consultant Fee Request or Request for Proposals Issued, and
- In the attached Fee Proposal or RFP Response.

Deliverables will also include:

- Submission of completed Site Specific Safety Plan,
- Form 14 – Daily Contract Time Control Sheet - completed forms submitted monthly during construction phase, and
- Form 18 – Daily Site Report - completed forms submitted monthly during construction phase.

Data Collection Budget (Tasks in days)	Lead Consultant	Consultant
	Sean Dolter	Kim Thistle
Introductory Meeting	0.5	0.5
On-the-Ground Training	0.5	0.5
Workflow design	0.5	0.0
Phase 1 Collection	0.0	5.0
Data Collection Analysis	0.5	0.5
Phase 2 Collection	0.0	29.0
Final Meeting	0.5	0.5
<b>Subtotal number of professional days</b>	<b>2.5</b>	<b>36.0</b>
Per Diem per day	\$ 960.00	\$ 600.00
Subtotal Professional Fees	\$ 2,400	\$ 21,600
<b>Total Professional Fees (before taxes)</b>		<b>\$ 24,000</b>

TOTAL SERVICE FEE (Less HST)	(A+B+C)	\$ 24,000
TOTAL HST	15% D	\$ 3,600
TOTAL SERVICE FEE (Including HST)	D+E	\$ 27,600

**SCHEDULE III**

**BASIC AND OTHER ADDITIONAL SERVICES FEES**

<u>BASIC SERVICES</u>			
	Prime Consultant Project Expenses for Services		\$ 24,000.
			\$ 0
			\$ 0
			\$ 0
D	TOTAL SERVICE FEE (Less HST)	(A+B+C)	\$ 24,000
E	TOTAL HST	15% D	\$ 3600
F	TOTAL SERVICE FEE (Including HST)	D+E	\$ 27,600



SCHEDULE IV  
PROJECT SCHEDULE

Task / Milestone	Schedule
PCA Signature Date	As of the date of last signature in this document.
Project Kickoff Meeting	Within <b>1</b> Week(s) of PCA signature
Site Investigations	<b>1</b> Week(s) after Kickoff
Contract Award	<b>#</b> Week(s) after Tender Close
Work Start Date	<b>2</b> Week(s) after Contract Award
Substantial Performance Date	<b>6</b> Week(s) after Construction Start Date
Collection End Date	<b>10</b> Week(s) after Substantial Performance Date
Project Completion Date	4 Months after Kick off meeting

NOTE: The Owner has received cost shared funding for this project, and is subject to the following timelines for project execution:

- All Contracts to be awarded – **Feb 15th, 2023** (per funding letter)

Prime Consultants must be aware of these dates, as slippage in the project delivery timelines can have serious implications on cost shared funding.

SCHEDULE V  
OTHER GENERAL REQUIREMENTS

The following items form an integral part of this contract:

- Professional and Commercial Liability Insurance Certificates

SCHEDULE "B"  
SPECIAL TERMS AND CONDITIONS (as necessary)

*All Special Terms and Conditions must be reviewed by both the Department of Transportation and Infrastructure, and Department of Justice and Public Safety, Government of Newfoundland and Labrador.*

No Special Terms and Conditions

SCHEDULE "C"  
GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the Payment Outline below.

Payment Outline

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, in accordance with Schedule II.

1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant's expenses pursuant to this Agreement shall be made in accordance with the Reimbursement Outline below.

Reimbursement Outline

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated as included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services"

- (i) Meals, Travel, and Lodging
- (ii) Any Claims against cash allowance requires itemized receipts.

All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Government of Newfoundland and Labrador - Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Prime Consultant.

1.3 Payment General

- (a) The Parties agree and confirm that total amounts payable for the Work shall not exceed the monetary ceiling indicated in Schedule II.
- (b) The Prime Consultant shall remain obligated to complete the Work



notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

- (c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.
- (f) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (g) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.
- (h) The Prime Consultant shall submit invoices to the Client on a monthly basis:

*Samantha Young – City of Corner Brook  
5 Park Street  
Corner Brook, NL, A2H 6E1*

## Article - 2. INFORMATION SUPPLIED BY THE CLIENT

- 2.1 The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Prime Consultant shall review the information for accuracy and applicability.
- 2.2 Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

3.1 For the purposes of this Article “Confidential Information” means:

- (a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
- (b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
- (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant’s employees, servants and/or agents during the performance of the services or in any way related thereto;
- (d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015, SNL 2015 cA-1.2, to mean recorded information about an identifiable individual, including,
  - (i) the individual's name, address or telephone number,
  - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
  - (iii) the individual's age, sex, sexual orientation, marital status or family status,
  - (iv) an identifying number, symbol or other particular assigned to the individual,
  - (v) the individual's fingerprints, blood type or inheritable characteristics,
  - (vi) information about the individual's health care status or history, including a physical or mental disability,
  - (vii) information about the individual's educational, financial, criminal or employment status or history,
  - (viii) the opinions of a person about the individual, and
  - (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the Services or in any way related thereto;
- (e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's

employees, servants and/or agents; and

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

- 3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.
- 3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
- 3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.

- 3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant's employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant's privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.
- 3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, 2015, the *Management of Information Act*, SNL 2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant's operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant's employees, servants and/or agents.
- 3.7 The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
- (a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;
  - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
  - (c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

- (d) advise the Client of any changes in the Prime Consultant's security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
- (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
  - (i) complying with all alterations or updates of Schedule "D" as may be provided to the Prime Consultant from time to time; and
  - (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant's employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".

3.9 The Prime Consultant shall:

- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;
- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice and Public Safety website at:  
<https://www.gov.nl.ca/atipp/privacyprotection/>

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

- 4.1 The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.
- 4.2 The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 5. ACCESS TO FACILITIES

- 5.1 The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.
- 5.2 When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 6. RECORDS AND AUDIT

- 6.1 The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
- 6.2 The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

Article - 7. TERMINATION

- 7.1 This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.
- 7.2 Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.
- 7.3 Where this Agreement is terminated prior to the mutually agreed upon completion

date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 8. NOTICES

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

For the Client:

*Samantha Young*  
*City of Corner Brook*  
 5 *Park Street*  
 6 *Corner Brook, NL, A2H 6E1*  
 Phone: *(709) 637-1630*  
 Fax: *(709) 637-2530*  
 Email: *syoung@cornerbrook.com*

For the Prime Consultant:

*C. Sean Dolter*  
*Thistle Consulting Services Inc.*

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

- 8.2 Notices, requests or documents shall be deemed to have been received by the addressee as follows:
- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
  - (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
  - (c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

Article - 9. LIABILITY

- 9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.
- 9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any Sub-Consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

- 10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.
- 10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.



Article - 11.            ARBITRATION

- 11.1    In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.
- 11.2    In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.
- 11.3    Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the *Arbitration Act*, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 12.            LAWS GOVERNING

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

Article - 13.            USE OF WORK

- 13.1    The Client shall have the right to use the Work or variations thereof in other operations of the Client.
- 13.2    With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

Article - 14.            CONFLICT OF INTEREST

- 14.1    No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.
- 14.2    The Prime Consultant and the Prime Consultant's Representatives:

- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
- (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 15. SUB-CONTRACTORS

- 15.1 The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client which consent will not be unreasonably withheld.
- 15.2 The entry into any sub-contract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

Article - 16. GENERAL

- 16.1 Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
- 16.2 Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- 16.3 Time shall be of the essence of this Agreement.
- 16.4 The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- 16.5 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- 16.6 The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or

interpretation of this Agreement.

- 16.7 This Agreement shall ensure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- 16.8 The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

### SCHEDULE "D"

#### PROTOCOLS FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION TECHNOLOGY ASSETS OF CONTRACTORS

- The Prime Consultant should confirm with the Client and Department of Transportation and Infrastructure whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client or Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.
- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Client or Government network.
- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or

- Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.
- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's Sub-Consultants that is of a non confidential nature need not be encrypted.

SCHEDULE "E"  
Access to Information

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



# Request for Decision (RFD)

**Subject:** Discretionary Use - 11 Olympic Place - Home Based Business Office

**To:** Deon Rumbolt

**Meeting:** Regular Meeting - 13 Feb 2023

**Department:** Development and Planning

**Staff Contact:** James King,

**Topic Overview:**

**Attachments:** [Memo - Home Based Business Office 11 Olympic Place](#)  
[Application - 11 Olympic Place](#)

## BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based business office (wedding and event rentals) from the dwelling located at 11 Olympic Place which is located in a Residential Medium Density Zone. If approved, this business will involve the rental of items such as wedding décor, centerpieces, table cloths, lighting, etc. for weddings and conferences. All business related equipment and materials will be stored off site. A notice was delivered to residents in the immediate area of 11 Olympic Place and as a result of this notice, no submissions were received. Also, no visitors will be required to visit the site. If approved, there will be a condition that if complaints are received with visitors/parking issues, the approval may be revoked.

## 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 11 Olympic Place in accordance with Regulation 11 - Discretionary Powers of Authority.

## GOVERNANCE IMPLICATIONS:

Bylaw/Regulations

City of Corner Brook Development Regulations

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## 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 11 Olympic Place 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 11 Olympic Place 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 - 27 Jan 2023
Director of Community, Engineering, Development & Planning	Approved - 30 Jan 2023
Administrative Assistant to the City Manager	Approved - 31 Jan 2023

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City Manager



## MEMO

**To:** Manager of Development & Planning  
**Fr:** Development Inspector I  
**Subject:** **11 Olympic Place – Home Based Business Office**  
**Date:** January 25, 2023

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The City of Corner Brook has received an application to operate a home based business office from the dwelling located at 11 Olympic Place which is located in a Residential Medium Density 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 11 Olympic Place indicating the above mentioned request. As a result of this notice, no submissions were received.

A site inspection by City staff has revealed that there is sufficient parking at this location for the existing dwelling unit (forming part of a row dwelling) and the proposed home based business office.

After review of the application and the results to the notice to occupants, it is recommended that the Council of the City of Corner Brook approve this application.

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 _____

<b>OWNER / APPLICANT:</b> [REDACTED]	<b>DATE:</b> Jan. 9, 2023
<b>ADDRESS:</b> 11 Olympic Place	<b>EMAIL:</b> [REDACTED]
<b>CITY:</b> Corner Brook	<b>PROVINCE:</b> NL
<b>POSTAL CODE:</b> A2H 6R1	<b>TELEPHONE:</b> [REDACTED]
<b>PROPERTY LOCATION:</b>	
<b>BUILDER:</b>	
<b>ADDRESS:</b>	
<b>CITY:</b>	<b>PROVINCE:</b>
<b>POSTAL CODE:</b>	<b>TELEPHONE:</b>

**BUILDING PERMIT APPLICATION** (Please check appropriate box)

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

**DEVELOPMENT APPLICATION** (Please check appropriate box)

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

**DESCRIPTION OF WORK:** Home based business office  
 Make It Yours Wedding + Event Rentals

**ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$** \_\_\_\_\_

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

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

**SIGNED BY:** [REDACTED]      **APPLICANT:** [REDACTED]

**PROPERTY OWNER:** [REDACTED]      **WITNESS:** [REDACTED]

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



# Request for Decision (RFD)

**Subject:** Confirmation of Order - 2023-01

**To:** Deon Rumbolt

**Meeting:** Regular Meeting - 13 Feb 2023

**Department:** Development and Planning

**Staff Contact:** James King,

**Topic Overview:**

**Attachments:** [stop work order - Johnson's Construction Ltd. Issued](#)

## BACKGROUND INFORMATION:

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

Order #	Date of Issue	Civic Address/Location	Violation/Section	Order
2023-01	February 3, 2023	Land within the City of Corner Brook Watershed	Section 8 of the City of Corner Brook Development Regulations	Stop Work Order

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

## PROPOSED RESOLUTION:

In accordance with Section 109(4) of the Urban and Rural Planning Act the following Stop Work Order is hereby confirmed by Council, Order #2023-01

## GOVERNANCE IMPLICATIONS:

Legislation

City of Corner Brook Development Regulations

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## RECOMMENDATION:

City staff recommend that Council confirm this Stop Work Order.

## ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook confirm Order #2023-01 pursuant to Section 109(4) of the Urban and Rural Planning Act.
2. That the Council of the City of Corner Brook not confirm Order #2023-01 pursuant to Section 109(4) of the Urban and Rural Planning Act.
3. That the Council of the City of Corner Brook give other direction to Staff.

	Approved - 07 Feb 2023
Director of Community, Engineering, Development & Planning	Approved - 07 Feb 2023
Administrative Assistant to the City Manager	Approved - 08 Feb 2023

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City Manager



**STOP WORK ORDER**

2023-01

To:



**WHEREAS** the City of Corner Brook has concluded that you are carrying out development by excavating land on property within the City of Corner Brook watershed area (hereinafter called "the Impacted Property");

**AND WHEREAS** no permit has been issued for the excavation of land on the Impacted Property as required by Section 8 of the City of Corner Brook Development Regulations;

**AND WHEREAS** the City of Corner Brook has concluded that you have a permit to develop lands as a quarry adjacent to the Impacted Property (hereinafter called the "Quarry Lands") but that you have violated conditions of that permit, to wit condition #8 "*All quarrying shall be contained within the boundaries of quarry limits that have been outline on submitted engineered drawings (SP1.00 & SP1.02)*";

**AND WHEREAS** Section 24(6) of the City of Corner Brook Development Regulations provides that the City may revoke a permit for failure by the holder of it to comply with any condition attached to the permit;

**YOU ARE HEREBY ORDERED** under Section 31 of the City of Corner Brook Development Regulations and Section 102 of the Urban and Rural Planning Act to stop all work immediately on the Impacted Property and the Quarry Lands and fill in the development on the Impacted Property and restore the Impacted Property to its original state that existed prior to the aforementioned work taking place.

Under Section 106 of the Urban and Rural Planning Act, 2000 any person who contravenes an order made under the act is liable, upon summary conviction, to a fine of not less than \$500 and not more than \$1000 for the first offence, or in default of payment a period of imprisonment not exceeding three months, and a fine of not less than \$2000 and not more than \$5000 for a subsequent offence, or in default of payment a period of imprisonment not exceeding six months.

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

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

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

Dated at the City of Corner Brook, this 3<sup>rd</sup> day of February, 2023 A.D.



City Clerk  
City of Corner Brook

A large, stylized handwritten signature in black ink, written over the typed name of the City Clerk.



# Request for Decision (RFD)

**Subject:** Corner Brook Municipal Plan Amendment No. 22-01 and Development Regulations Amendment No. 22-01

**To:** Deon Rumbolt

**Meeting:** Regular Meeting - 13 Feb 2023

**Department:** Development and Planning

**Staff Contact:** Christina Pye,

**Topic Overview:** Adoption Section 16 - Set Public Hearing date for MP/DR22-01 - Proposed IMSP/DR Rezoning – 21 Mount Bernard

**Attachments:** [Corner Brook - Municipal Plan and Development Regulations 2012- Amendment No. 22-01 - Adoption Package](#)

## BACKGROUND INFORMATION:

### Background:

The Planning Department has received an application to rezone 21 Mount Bernard Ave from Community Service to Residential Low Density. The developer is proposing to reuse the vacant building, formerly Presentation School, to develop 24 unit apartment complex. Due to the nature of the Community Services Zone this development cannot be considered without a rezoning. This proposal requires Map Amendments to both the Integrated Municipal Sustainability Plan (IMSP) and Development Regulations (DR), as well as a text amendment the Development Regulations.

Rezoning this area from Community Service to Residential Low Density is proposed to achieve the best and highest use for these lands. The location is in very close proximity to Corner Brooks' downtown core and requires no major changes to the land, therefore, there should be little in terms of environmental impacts from its' redevelopment. The property has established parking and access, and is already connected to municipal water and sewer infrastructure which will further limit sprawl. By considering this amendment the City will increase density in its core, continue to diversify the housing stock within the City, and help promote the development of residential living quarters during the housing shortage within the City.

This is the second council reading of this amendment. Staff have completed the public consultation under section 14 under the URPA 2000 and no feedback was received. In accordance with section 15 of the Act, the Local Governance and Planning Division of the Department of Municipal and Provincial Affairs issued their release of the proposed amendments on January 25, 2023.

### Policy Support:

Although not formally defined in the Municipal Plan or Development Regulations, subsection 3.4.1 provides direction on what constitutes ‘intensification’ development. Under this broad qualification, the proposed development constitutes ‘intensification’. Relevant policies of the Municipal Plan that support the application include; 3.3.3-01; 3.4.3-01; 3.4.3-03; 3.4.3-04; 3.4.3.-07. Further, policy 3.4.3 - 10 requires the authority to include provisions in the Development Regulations that give increased flexibility for “minor redevelopment, infill or building renovation projects that do not meet the more general regulations of the relevant zone as discretionary uses on a site-specific basis,” provided that specific conditions are met, thus supporting the Development Regulations text amendment.

### **Communication Strategy:**

In accordance with section 17 of the Act, Notice of Adoption and Public Hearing must be advertised twice in a local newspaper (West Coast Wire) prior to the Public Hearing. As with the initial public consultation stage, the notices will request written comments/representations from the public that may support or oppose the proposed amendments. The same will be advertised on the City’s Integrated Municipal Sustainability Plan / Development Regulations Amendments web page, Facebook and Twitter pages, as well as posted in the lobby at City Hall.

### **PROPOSED RESOLUTION:**

Be it **RESOLVED** that the Council of the City of Corner Brook:

- (1) Adopt proposed map amendment No. 22-01 to the City of Corner Brook’s Integrated Municipal Sustainability Plan 2012;
- (2) Adopt proposed map and text amendment No. 22-01 to the City of Corner Brook’s 2012 Development Regulations;
- (3) Set Thursday, March 9th, 2023, 7:00 p.m. in the Hutchings Room at City Hall for the tentative Public Hearing;
- (4) Authorize staff to give statutory notice of adoption of the proposed amendments;
- (5) Authorize staff to cancel the Public Hearing in the event that no objections are received, or no member of the public expresses intent to attend the Public Hearing, 48 hours prior to the tentative Public Hearing; and
- (6) Appoint Mark Mills to preside over the scheduled Public Hearing.

### **FINANCIAL IMPACT:**

(2) newspaper publication (West Coast Wire)

### **GOVERNANCE IMPLICATIONS:**

Legislation  
Urban and Rural Planning Act  
16, 17, 18, 19, and 21

**Legal Review:** No

### **RECOMMENDATION:**

Staff recommend that the City Council of Corner Brook adopt the proposed amendments as outlined above.

### **ALTERNATIVE IMPLICATIONS:**



- (1) The City Council of Corner Brook refuse to adopt the proposed amendments as outlined above;  
or
- (2) The City Council of Corner Brook postpone adoption of the proposed amendments, requesting additional information from staff.

The adoption of the proposed amendments would be an indication that Corner Brook City Council supports the proposal as presented, with the intent to hear any objections and representations of the public prior to rendering a final decision on the proposal. If Council is not supportive of the proposal as is, and would like staff to provide additional information and/or revise the proposed amendments, Council is advised to do so at this stage in the process.

	Approved - 08 Feb 2023
Director of Community, Engineering, Development & Planning	Approved - 08 Feb 2023
Administrative Assistant to the City Manager	Approved - 08 Feb 2023

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City Manager

**CITY OF CORNER BROOK**  
**INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012**  
**MUNICIPAL PLAN AMENDMENT NO. 22-01**  
**February, 2023**

**URBAN AND RURAL PLANNING ACT**  
**RESOLUTION TO ADOPT**  
**CORNER BROOK MUNICIPAL PLAN 2012**  
**AMENDMENT No. 22-01**

Under the authority of Section 16 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook adopts the Corner Brook Municipal Plan Amendment No. 22-01.

Adopted by the City Council of Corner Brook on the 13th day of February, 2023.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2023.

Mayor: \_\_\_\_\_

Clerk: \_\_\_\_\_

(Council Seal)

**CANADIAN INSTITUTE OF PLANNERS CERTIFICATION**

I certify that the attached Municipal Plan Amendment No. 22-01 has been prepared in accordance with the requirements of the *Urban and Rural Planning Act*.

MCIP: [REDACTED]



(MCIP Seal)

**CITY OF CORNER BROOK MUNICIPAL PLAN 2012**  
**AMENDMENT No. 22-01**  
**RE-DESIGNATION OF FORMER PRESENTATION SCHOOL LANDS**

**Background**

The purpose of this amendment is to re-designate land at 21 Mount Bernard Avenue from ‘Community Service (CS)’ to ‘Residential (RES).’ The Planning Department has received an application to re-develop the former Presentation School for residential use (24 unit ‘apartment building’). This amendment coincides with a map and text amendment to the City’s Development Regulations (see ‘Development Regulations Amendment No. 2022-01’).

The applicant is proposing to use the existing structure with no expansion to the footprint of the building. The site is fully serviced. The connection to the northern building (Xavier House) is proposed to be demolished. Much of the existing site infrastructure, such as parking and landscaping, is proposed to be retained to help meet the use zone development standards for the development.

Re-development, infill, and intensification are strongly supported in the Municipal Plan. Although not formally defined in the Municipal Plan or Development Regulations, subsection 3.4.1 provides direction on what constitutes ‘intensification’ development:

*Intensification may include, but is not restricted to, the following: infill on vacant or under developed lots, redevelopment of an area by replacing underutilized or underperforming structures with new structures or uses, higher-density development than existing today, conversion of existing buildings to allow for new or more intensive uses and creation of subsidiary apartments or other multi-unit housing within existing buildings. [Emphasis added]*

Under this broad qualification, the proposed development constitutes ‘intensification’. This form of development capitalizes on existing public services and infrastructure. Further, the proposed development is within close proximity to the downtown, which allows for reduced private vehicle dependence and helps facilitate active modes of transportation such as walking and cycling. Relevant policies of the Municipal Plan that support the application include:

*3.3.3 - 01. The Authority shall support and encourage more compact development, including intensification in areas that are deemed appropriate by this Plan and the Authority.*

*3.4.3 - 01. The Authority shall support and promote more efficient use of land and resources by encouraging intensification within the Municipal Services Area in locations deemed appropriate by this Plan and the Authority.*

*3.4.3 - 03. The Authority shall value and encourage residential intensification as a means of improving housing affordability and choice*

*3.4.3 - 04. In general, intensification shall be encouraged or considered within appropriate residential and commercial areas where the proposed development is at a higher density than adjacent uses provided that there is no adverse impact on the adjacent uses and the character and quality of the surrounding context.*

*3.4.3 - 07. Intensification may only occur where there are existing or planned municipal services to support it and where there is no undue impact on existing servicing capacity, as demonstrated to the satisfaction of the Authority.*

Although policies 3.4.3 - 05 and 06 appear prima facie unsupportive of intensification and re-development associated with the 'Residential Low Density (RLD)' use zone, these provisions are interpreted to restrict intensification within existing use zones. In this case, a new RES designation and RLD use zone is proposed to be created; thus policies 05 and 06 do not apply. The RES designation and RLD use zone are proposed in this case to minimize the potential future uses on site and provide some harmonization with other RLD use zones in the area, south of Wellington Street (e.g. the 'boarding house residential' use is permitted in the RMD use zone but prohibited in the RLD use zone).

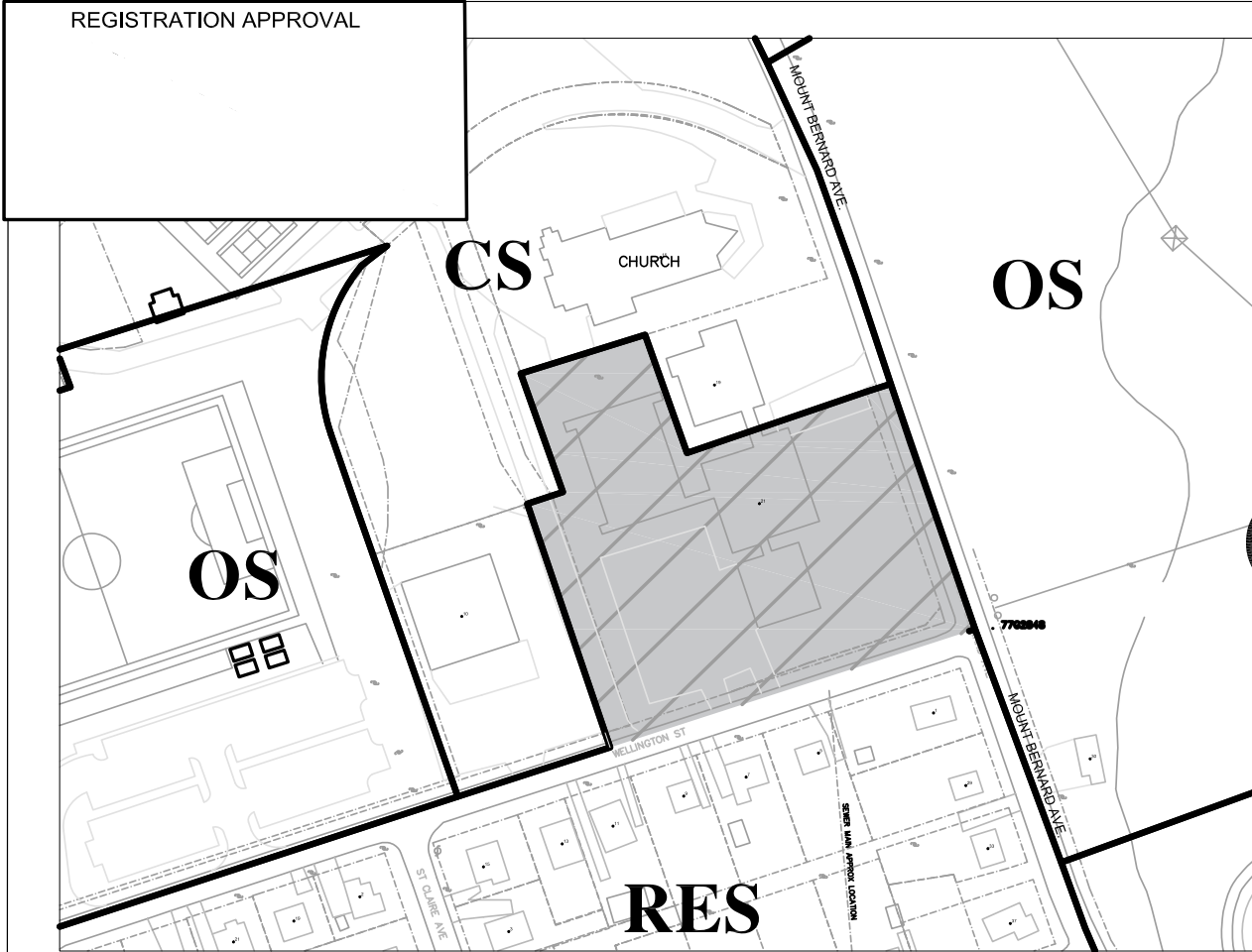
Further, policy 3.4.3 - 10 requires the authority to include provisions in the Development Regulations that give increased flexibility for "minor redevelopment, infill or building renovation projects that do not meet the more general regulations of the relevant zone as discretionary uses on a site-specific basis," provided that specific conditions are met. Although there are intensification conditions in numerous use zones, none speak specifically to increased flexibility for renovating and reusing existing buildings for the purposes of intensification. This policy thus supports the associated text amendment to the development regulations (see 'Development Regulations Amendment No. 22-01') affording increased flexibility for the proposed redevelopment and reuse of an existing building (i.e. where development standards cannot be met by virtue of redevelopment site constraints, the proposal may be considered as a discretionary use)

### **Public Consultation**

The proposed amendment(s) were advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation was posted on the City's IMSP / Development Regulation Amendments web page, in the West Coast Wire on December 21<sup>st</sup>, 2022, and The City Twitter and Facebook Pages advising of Council's intent to pursue the proposed amendment(s). The notices requested written comments from the public that may support or oppose the amendment(s). The same was posted in the lobby at City Hall. The Public Consultation received no written comments or objections.

### **Municipal Plan Amendment No. 22-01**

The Corner Brook Integrated Municipal Sustainability Plan is hereby amended by re-designating land at 21 Mount Bernard Avenue from 'Community Service (CS)' to 'Residential (RES)' as per attached 'Generalized Future Land Use Map A – Amendment No. 22-01.'



**LEGEND** ————— DESIGNATION BOUNDARY  CHANGE FROM CS TO RES

Land Use Designations

- Residential RES
- Comprehensive Residential Development Area CRDA
- Townsite Heritage Conservation District THCD
- Downtown DT
- General Commercial GC
- Residential/Commercial Mix RCM
- Highway and Tourist Commercial HTC
- Shopping Centre SC

Land Use Designation

- Large Scale Commercial LSC
- Waterfront Mixed Use WMU
- General Industrial GI
- Light Industrial LI
- Hazardous Industrial HI
- Community Service CS
- Innovation District ID
- Open Space OS

Land Use Designation

- Cemetery C
- Environmental Protection EP
- Environmental Conservation EC
- Protected Water Supply Area PWSA
- Rural R
- Solid Waste/Scrap Yard SW/SY
- Mineral Working MW
- Special Management Area SMA

**CITY OF CORNER BROOK**

PROJECT TITLE:  
**INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012**

DRAWING TITLE:  
**GENERALIZED FUTURE LAND USE MAP A AMENDMENT NO. 22-01**



**City of Corner Brook**  
Community Services Department  
Planning Division

DATE: NOV 2022

SCALE: 1:2000



**DESCRIPTION**

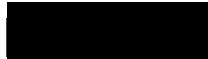
LAND USE DESIGNATION TO CHANGE FROM COMMUNITY SERVICE TO RESIDENTIAL

THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I hereby certify that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map A has been prepared in accordance with the requirements of the Urban and Rural Planning Act.



M.C.I.P. 

DATE Dec. 2, 2022

(M.C.I.P. SEAL)

SEAL AND SIGNATURE

Certified that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map A is a correct copy of the Integrated Municipal Sustainability Plan 2012, Map A approved by the Council of the City of Corner Brook on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(month) (year)

MAYOR \_\_\_\_\_

CLERK \_\_\_\_\_

DATE \_\_\_\_\_

(COUNCIL SEAL)

**CITY OF CORNER BROOK  
DEVELOPMENT REGULATIONS 2012**

**DEVELOPMENT REGULATIONS AMENDMENT No. 22-01**

**February, 2023**

**URBAN AND RURAL PLANNING ACT**

**RESOLUTION TO ADOPT**

**CORNER BROOK**

**DEVELOPMENT REGULATIONS AMENDMENT No. 22-01**

Under the authority of Section 16 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook adopts the Corner Brook Development Regulations Amendment No. 22-01.

Adopted by the City Council of Corner Brook on the 13th day of February, 2023.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2023.

Mayor: \_\_\_\_\_

Clerk: \_\_\_\_\_

(Council Seal)

**CANADIAN INSTITUTE OF PLANNERS CERTIFICATION**

I certify that the attached Development Regulations Amendment No. 22-01 has been prepared in accordance with the requirements of the *Urban and Rural Planning Act*.

MCIP: 



(MCIP Seal)



**CITY OF CORNER BROOK**

**DEVELOPMENT REGULATIONS AMENDMENT No. 22-01**

**REZONING OF FORMER PRESENTATION SCHOOL LANDS AND  
SUPPORTING TEXT AMENDMENTS**

**Background**

The purpose of this amendment is to rezone land at 21 Mount Bernard Avenue from ‘Community Service (CS)’ to ‘Residential Low Density (RLD)’ and to amend text provisions to accommodate the proposed and future similar reuse/redevelopment applications. The Planning Department has received an application to re-develop the former Presentation School for residential use (24 unit ‘apartment building’). This amendment coincides with a map amendment to the City’s Development Regulations (see ‘Development Regulations Amendment No. 2022-01’).

The applicant is proposing to use the existing structure with no expansion to the footprint of the building. The site is fully serviced. The connection to the northern building (Xavier House) is proposed to be demolished. Much of the existing site infrastructure, such as parking and landscaping, is proposed to be retained to help meet the use zone development standards for the development.

Re-development, infill, and intensification are strongly supported in the Municipal Plan (see outline of policies in ‘Municipal Plan Amendment No. 22-01’). Policy 3.4.3 - 10 requires the authority to include provisions in the Development Regulations that give increased flexibility for “minor redevelopment, infill or building renovation projects that do not meet the more general regulations of the relevant zone as discretionary uses on a site-specific basis,” provided that specific conditions are met. Although there are intensification conditions in numerous use zones, none speak specifically to increased flexibility for renovating and reusing existing buildings for the purposes of intensification. This policy thus supports the following text amendment affording increased flexibility for the proposed redevelopment and reuse of an existing building (i.e. where development standards cannot be met by virtue of redevelopment site constraints, the proposal may be considered as a discretionary use).

Further, in order to accommodate the proposed and future similar reuse/redevelopments, condition 1 of regulation 131 (conditions of ‘Residential Low Density (RLD)’ use zone) is proposed to be repealed. This condition lacks specificity for application and may prejudice the future development of other lots in the RLD use zone. The condition is unclear as to what constitutes “each” RLD use zone (i.e. this provision is open to legal challenge as the condition does not specify if “each” use zone is defined by lot boundaries or the assemblage of lots across

continuous properties zoned RLD). There are other similar conditions in other use zones. Where the City is currently conducting a review of its Municipal Plan and Development Regulations, these other conditions will be reassessed as a part of that process and is outside of the scope of this individual amendment.

### **Public Consultation**

The proposed amendment(s) were advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation was posted on the City's IMSP / Development Regulation Amendments web page, in the West Coast Wire on December 21<sup>st</sup>, 2022, and The City Twitter and Facebook Pages advising of Council's intent to pursue the proposed amendment(s). The notices requested written comments from the public that may support or oppose the amendment(s). The same was posted in the lobby at City Hall. The Public Consultation received no written comments or objections.

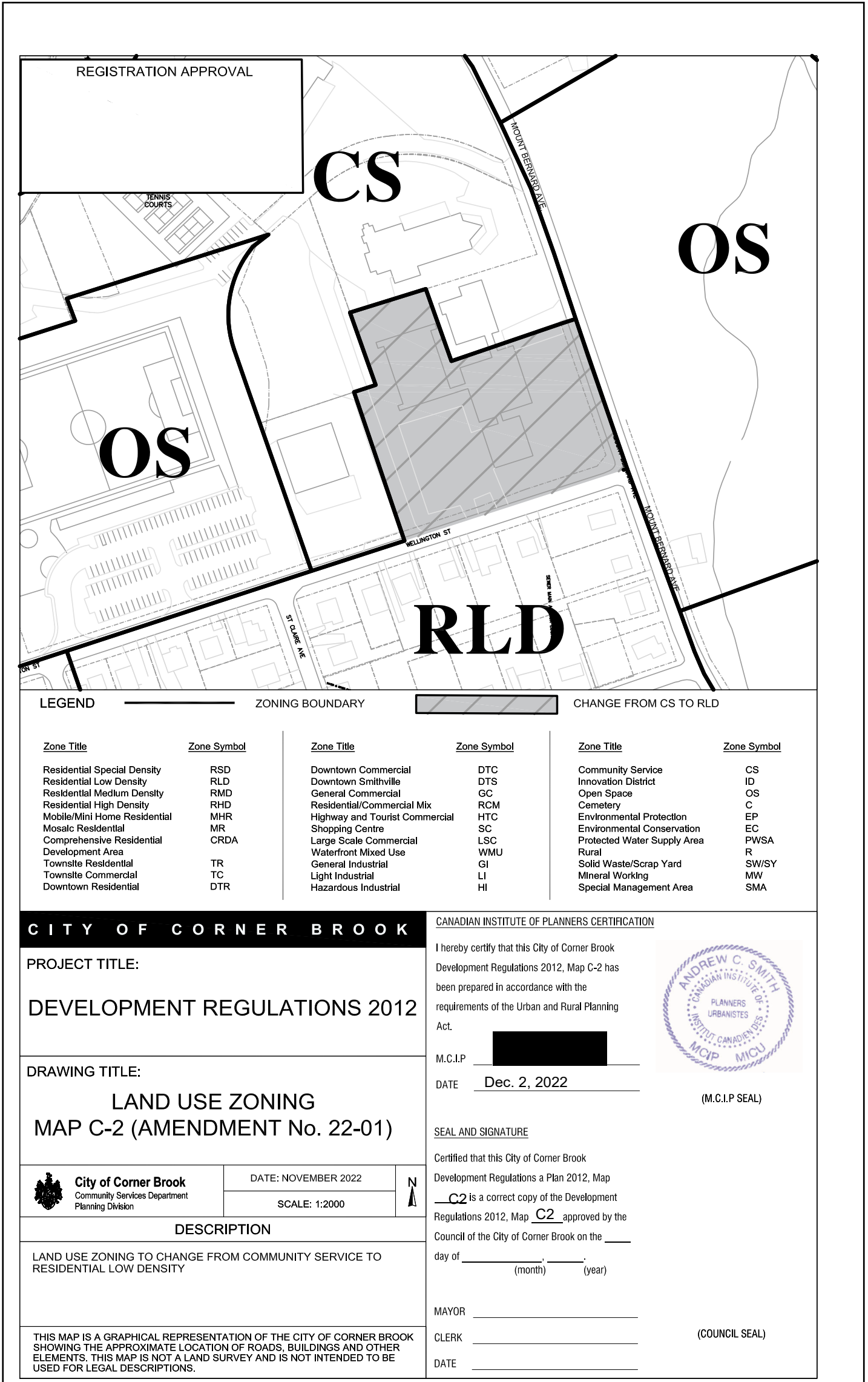
### **Development Regulations Amendment No. 22-01**

The Corner Brook Development Regulations are hereby amended by:

- (1) Rezoning land at 21 Mount Bernard Avenue from 'Community Service (CS)' to 'Residential Low Density (RLD)' as per attached 'Land Use Zoning Map C-2 – (Amendment No. 22-01);
- (2) Repealing condition 1 of regulation 131 ('Residential Low Density (RLD)' use zone provisions); and
- (3) Adding the following regulation 100 under 'Part II – General Development Standards':

***100. Development Standards Exemption for the Reuse/Redevelopment of Existing Buildings***

*Despite any numerical development or subdivision standard in these regulations, including but not limited to required setbacks, yards, height restrictions, or minimum lot dimensions, the proposed redevelopment or reuse of an existing building with or without any associated subdivision may be considered as a discretionary use.*







# Request for Decision (RFD)

**Subject:** Implementation of Overhead charge limits

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 13 Feb 2023  
**Department:** Finance and Administration  
**Staff Contact:** Sievendra Maistry, Director of Finance and Administration  
**Topic Overview:**

## BACKGROUND INFORMATION:

The City of Corner Brook currently charges residents and developers overhead costs levied at 21% of the costs incurred for service connections. The principle of charging overhead costs is to cover indirectly attributable service costs of support related functions performed by City Staff, as well as to account for related institutional costs which are predominantly fixed in nature.

The current methodology of levying 21% on costs can amount to a significant overhead charge for large dollar projects.

City staff propose a revision to the current methodology. It is proposed to apply a 21% charge on costs, capped at CAD\$2 100 of overhead charges, with a prospective application. With the implementation of the cap, any contract with a CAD\$ value of CAD\$10 000 and greater will incur no more than CAD\$2 100 of overhead charges.

The limit of CAD\$2 100 will be revised annually (in January of each year) adjusted for the prevailing inflation rate, as per the published CPI data for Canada.

In addition, a contingency clause of 15% variability on the estimated cost will be embedded in the estimate to cover any contingency matters that may arise during the course of the construction work.

## PROPOSED RESOLUTION:

**RESOLVED** to approve the revision of the Overhead Charges methodology to limit overhead charges at CAD\$2 100, with an annual limit revision adjusted by inflation.

## RECOMMENDATION:

It is Staff's recommendation to approve revision of the Overhead costs recovery. 21% will be levied on all costs, capped at CAD\$2 100 inflation adjusted each year

Director of Finance and  
Administration

Approved - 07 Feb 2023

Administrative Assistant to the City  
Manager

Approved - 08 Feb 2023

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City Manager