



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 **August 19, 2024** at **5 P.M. City Hall Council Chambers**

CITY CLERK

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8 ADJOURNMENT

The meeting adjourned at

Land Acknowledgement

We respectfully acknowledge the City of Corner Brook as the ancestral homeland of different populations of Indigenous people. We also acknowledge with respect, the rich histories and cultures of the Beothuk, Mi'kmaq, Innu and Inuit of the Province of Newfoundland and Labrador

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 15 JULY, 2024 AT 7:00 PM**

PRESENT:

Mayor	J. Parsons	D. Charters, Acting City Manager, Director of Community
Deputy Mayor	L. Chaisson	Engineering Development and Planning
		T. Flynn, Director of Protective Services
Councillors:	P. Gill	S. Maistry, Director of Finance and Administration
	V. Granter	<i>P. Robinson, Director of Recreation Services</i>
	B. Griffin	<i>J. Smith, City Clerk</i>
	P. Keeping	<i>Jamie Alexander, Sergeant-At-Arms</i>

Absent with regrets: Councillor C. Pender

24-93 Land Acknowledgement

Deputy Mayor L. Chaisson read the land acknowledgment.

24-94 Approval of Agenda

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

24-95 Approval of Minutes- Committee of the Whole June 24, 2024

On motion by Councillor V. Granter, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** to approve the Committee of the Whole Meeting of June 24, 2024. **MOTION CARRIED.**

24-96 Business Arising From Minutes

The Deputy Mayor requested an update on minute #COW24-59 in regards to lawn repair. The Director of Public Works, Water and Wastewater advised that lawn repairs are well underway and it is estimated that a majority of the repairs are complete. Any repairs required for sidewalk, curb or driveway work are still in progress and residents who have had lawn repairs completed and still have outstanding repairs to sidewalk or curb, can expect those repairs to be occur as resources provide. Residents who are unsatisfied with their repairs are encouraged to call the complaints line 637-1666 to report it.

Councillor P. Gill entered at 5:06 p.m.

24-97 Lewin Parkway and Massey Drive On-Ramp Construction

Councillor V. Granter presented an update regarding the Lewin Parkway and Massey Drive on-ramp construction as follows:

Lewin Parkway/ Main Street Overpass: Work continues on the bearings of the north structure with the West end being completed and the East now underway. Work is anticipated to take another two months. The overpass will remain closed for this duration.

Massey Drive Exit 5 On-Ramp: Work is anticipated to be completed in the next two weeks at which time the onramp for the TCH West will be reopened.

24-98 Recreation Centre Update

Councillor P. Keeping presented an update on the Recreation Centre as follows:

The contractor is now in the final phases of the project and recently submitted a final schedule. As per this schedule it is not likely that the keys will be handed over to the City before September. This is later than the most recent estimate that was provided of July, and as such it will mean a delay in opening the facility to the public however to note that this will not mean any negative impact on cost. Meanwhile, great progress is being made hiring staff and developing programming and the Humber Community YMCA is continuing with preparation for its daycare facility located at the centre (licensing, staffing, furnishing and more).

24-99 Collection of Garbage and Refuse Contract: 2024-14

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is **RESOLVED** that the City of Corner Brook Council award Contract 2024-14 Collection of Garbage and Refuse to Murphy Brother Ltd. in the amount of \$837,959.00 (HST included). **MOTION CARRIED.**

24-100 Mount Bernard Avenue Reconstruction - Change Order No. 19

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is **RESOLVED** that Corner Brook City Council approve Change Order No. 19 for the Mount Bernard Avenue Reconstruction for \$39,046.87 (HST included) for Marine Contractors Inc. **MOTION CARRIED.**

**24-101 Corner Brook Regional Recreation Centre Fitness Equipment Supplier
Councillor P. Gill declared a conflict of interest with regards to item 7.1 RFP - Corner Brook Regional Recreation Centre Fitness Equipment Supplier due to her employment. There was unanimous consent that she was in a conflict of interest and Councillor P. Gill entered the gallery and abstained from discussion and voting on this item.**

On motion by Councillor P. Keeping, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** that the council of the City of Corner Brook accept the proposal by Johnson Health Technologies Canada in the amount of \$194,218.90 (HST included) for the layout, supply and install of fitness equipment at the Corner Brook Regional Recreation Centre. **MOTION CARRIED.**

24-102 9 Highland Avenue (3 Unit Apartment Building - Discretionary Use)

On motion by Councillor V. Granter, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** to postpone voting on this item until staff bring back further information. **MOTION DEFEATED. [Mayor J. Parsons, Councillor P. Gill, Councillor B. Griffin and Councillor P. Keeping voted against the motion.]**

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is **RESOLVED** that the Council of the City of Corner Brook in its Authority approve the application for the proposed 3-unit Apartment building at 9 Highland Avenue, Corner Brook, NL. **MOTION CARRIED. [Deputy Mayor L. Chaisson and Councillor V. Granter voted against the motion]**

24-103 Crown Land Application - North Side of Humber River Across From Steady Brook

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is **RESOLVED** to approve the application for the owner of a parcel of property located on the north side of the Humber River across from Steady Brook to obtain Crown Land under Section 36 of the Lands Act. **MOTION CARRIED.**

24-104 Rescind Stop Work Order 2022-04 - Failure to Develop in Accordance with Subdivision Drawings

Councillor V. Granter requested a motion to determine whether he was in a conflict of interest with regards to item 8.3 Rescind Stop Work Order 2024-04 - Failure to Develop in Accordance with Subdivision Drawings due to the fact that he resides near the area.

On motion by Councillor P. Gill, seconded by Deputy Mayor L. Chaisson, it is RESOLVED that Councillor V. Granter is not in a conflict of interest with regards to this item. MOTION CARRIED.

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is **RESOLVED** that the Council of the City of Corner Brook rescind Stop Work Order #2022-04 in accordance with Section 102(3) of the Urban and Rural Planning Act. **MOTION CARRIED.**

24-105 Notice of Motion--Recreational Vehicle Regulations 2022

Councillor V. Granter presented a notice of motion as follows:

Notice is hereby given that at the Public Council Meeting on August 19th, 2024, the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990, and section 15 of the Offroad Vehicles Act, 2021 and all other enabling powers, the Council of the City of Corner Brook hereby

amends the Recreational Vehicles Regulation 2022, by adding a revised Schedule A which will permit operation on more streets as follows:

1. West Valley Road to connect Confederation Drive to West Street,
2. Sunnyslope Drive, Country Road, Popular Road, and Caribou Road, to connect Lundrigan Drive to Broadway,
3. For the 2025 ATV season, starting May 01st, 2025, Elizabeth Street, Grenfell Drive, University Drive, and Mt. Bernard Avenue to connect Elizabeth Street area to Main Street.

24-106 Flag Protocol and Proclamations- Policy 13-02-07

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** that the Corner Brook City Council approve the Flag Protocol and Proclamation Policy as attached. **MOTION CARRIED.**

24-107 Traffic Calming Policy

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** that the City of Corner Brook Council adopt this policy on Traffic Calming. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 6:27 p.m.

City Clerk

Mayor

City Manager Department Report



Subject: Ratification of Decisions

To: Darren Charters
Meeting: Regular Meeting - 19 Aug 2024
Department: City Manager
Staff Contact: Gloria Manning, Legislative Assistant
Topic Overview: Ratification of Decisions

BACKGROUND INFORMATION:

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

Council in Committee Meeting- July 15, 2024

CC24-027 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.**

CC24-029 Interest relief on property tax account

On motion by Councillor P. Gill, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** to approve the tax write-off in the amount of \$1832.61 as proposed. **MOTION CARRIED.**

CC24-030 Human Resources

On motion by Councillor V. Granter, seconded by Councillor P. Gill, it is **RESOLVED** to appoint Darren Charters for the position of City Manager, in accordance with section 55 of the City of Corner Brook Act. **MOTION CARRIED.**

Council in Committee Meeting- Aug 5, 2024

CC24-031 Approval of Agenda

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is **RESOLVED** to approve the agenda as circulated. **MOTION CARRIED.**

CC24-033 Old Humber Road Retaining Wall 2024-17

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Keeping, it is **RESOLVED** that the City of Corner Brook Council award tender no. 2024-17 Old Humber Road Retaining Wall Replacement to West Coast Excavating & Equipment Co. Ltd. in the amount of \$359,415.25 (HST Included). **MOTION CARRIED.**

PROPOSED RESOLUTION:

It is **RESOLVED** to ratify minute CC24-027 Approval of Agenda

It is **RESOLVED** to ratify minute CC24-029 Interest relief on property tax account

It is **RESOLVED** to ratify minute CC24-030 Human Resources

It is **RESOLVED** to ratify minute CC24-031 Approval of Agenda

It is **RESOLVED** to ratify minute CC24-033 Old Humber Road Retaining Wall 2024-17

GOVERNANCE IMPLICATIONS:

Legislation

City of Corner Brook Act

41(3)

City Clerk

Approved - 13 Aug 2024

Director of Community, Engineering,
Development & Planning

Approved - 13 Aug 2024

Administrative Assistant

Approved - 14 Aug 2024

City Manager



Request for Decision (RFD)

Subject: Notice of Sale - Used Equipment & Materials Contract#2024-16

To: Darren Charters
Meeting: Regular Meeting - 19 Aug 2024
Department: Public Works
Staff Contact: Dawn Marshall, Fleet Management Coordinator
Topic Overview: Used Sale Results

BACKGROUND INFORMATION:

Fleet assets which were determined to be at end of service, were compiled in a tender and offered to the public at highest bid. Bids were received and the highest for each unit/lot are as follows:

<u>Unit</u>	<u>Highest Bid</u>
Hopper	\$576.39
05-07	\$402.50
07-10	\$120.75
15-13	\$921.15
17-12	\$120.75
27-13	\$517.50
31.10	\$1178.75
40-12	\$806.15
77-14	\$120.75
78-14	\$230
804-10	\$403.65
Honda HSS1332A	\$1208.65
TORO 38802	\$162.15
Drawing Racks & Holders	\$23

PROPOSED RESOLUTION:

Be it **RESOLVED** that the highest bid be accepted for each unit and the City release these units for the highest bids as presented.

FINANCIAL IMPACT:

The City is able to recoup some costs incurred by selling these units to public for highest bid.

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications of this decision

Legal Review: No

LEGAL REVIEW:

There was no legal review required for this tender

RECOMMENDATION:

It is recommended that the City accept the highest bids for these units and allow the bidders to purchase these units.

Director of Public Works, Water and Wastewater	Approved - 30 Jul 2024
Director of Community, Engineering, Development & Planning	Approved - 31 Jul 2024
Administrative Assistant	Approved - 31 Jul 2024

City Manager



Request for Decision (RFD)

Subject: Supply of Furnishing for the Corner Brook Regional Recreation Centre

To: Darren Charters
Meeting: Regular Meeting - 19 Aug 2024
Department: Recreation
Staff Contact: Peter Robinson, Director of Recreation Services
Topic Overview:
Attachments: [2024-18 - Tender Summary](#)

BACKGROUND INFORMATION:

On July 23, 2024 Request for Tender 2024-18 Supply of Furnishings for the Regional Recreation Centre was posted and it closed on August 6, 2024. There was one tender submitted by Central Office Equipment Limited in the amount of \$152,269.20.

PROPOSED RESOLUTION:

Be it RESOLVED, that the council of the City of Corner Brook award Tender 2024-18 Supply of Furnishings for the Regional Recreation Centre to Central Office Equipment Limited.

FINANCIAL IMPACT:

Purchase cost of \$152,269.20.

ALTERNATIVE IMPLICATIONS:

1. Council approves the submitted tender.
2. Council does not approve the submitted tender. An alternative strategy for furnishing the rec centre will need to be explored.

Director of Recreation Services	Approved - 09 Aug 2024
Director of Community, Engineering, Development & Planning	Approved - 12 Aug 2024
Administrative Assistant	Approved - 12 Aug 2024

City Manager


CITY OF CORNER BROOK
SUPPLY OF FURNISHINGS: FURNISHINGS FOR THE CORNER BROOK REGIONAL
RECREATION CENTRE


APPENDIX "A"

SCHEDULE OF QUANTITIES AND PRICES

Furnishings as Described		\$ <u>122,408.00</u>
F.O.B (Free on Board) Destination, 22 University Drive Corner Brook, NL	Delivery	\$ <u>6232.00</u>
Installation, Assembly, Discard Debris, etc.		\$ <u>3768.00</u>
Subtotal		\$ <u>132,408.00</u>
	15% H.S.T.	\$ <u>19,861.20</u>
	Total	\$ <u>152,269.20</u>

DELIVERY DATE: see attached delivery times

SIGNATURE: 

NAME (PRINT): 

COMPANY: CENTRAL OFFICE EQUIPMENT LIMITED

ADDRESS: 305 AIRPORT BOULEVARD
GANDER, NL A1V 1Y9

**CITY OF CORNER BROOK
SUPPLY OF FURNISHINGS: FURNISHINGS FOR THE CORNER BROOK REGIONAL
RECREATION CENTRE**

APPENDIX "B"

TENDER/CONTRACT FORM

CONTRACT NAME: Supply of Furnishings: Furnishings for the Corner Brook
Regional Recreation Centre

TENDER CLOSING TIME: 12:00 Noon, local time, August 6, 2024

TENDER ADDRESS: tender-rfp@cornerbrook.com

OWNER: The City of Corner Brook

SUPPLIER: CENTRAL OFFICE EQUIPMENT LIMITED
305 AIRPORT BOULEVARD
GANDER, NL A1V 1Y9

BIDDERS:

1. Having carefully examined the attached materials, specifications, and all drawings listed in the specifications, WE, THE UNDERSIGNED, hereby offer to supply all the materials as per contract conditions, for lump sum prices shown in Appendix "A" in lawful money of Canada which includes all Government sales or excise taxes in force at this date.
2. We agree that this Tender/Contract Form, subject to all provisions contained herein, when accepted and executed on behalf of the City of Corner Brook shall constitute a binding Contract between the Contractor and the City of Corner Brook.
3. We confirm that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix "A") have been correctly computed for the purposes of the Tender and includes and covers all contingencies and provisional sums and all duties, taxes, handling charges, all overhead and profit, insurance premiums and all transportation and all other charges.
4. In order for a Tender to be valid, it must be signed by duly authorized officials.
5. WE confirm that the sums herein tendered include all sales taxes, royalties, custom

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**CITY OF CORNER BROOK
SUPPLY OF FURNISHINGS: FURNISHINGS FOR THE CORNER BROOK REGIONAL
RECREATION CENTRE**

duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

6. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "B" (if required). The list will be subject to the approval of the Owner.
7. WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.
8. WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.
9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE understand that this procurement process is subject to the Access to Information and Protection of Privacy Act, 2015 and agree that the financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
11. The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information & Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption from disclosure under subsection 39(1) of the Access to Information & Protection of Privacy Act, 2015.
12. WE understand and agree that the procurement is subject to trade agreements, if applicable.
13. **WE hereby acknowledge receipt of the following addenda:**
Addendum number(s) _____, _____, _____, _____, _____, _____.

**CITY OF CORNER BROOK
SUPPLY OF FURNISHINGS: FURNISHINGS FOR THE CORNER BROOK REGIONAL
RECREATION CENTRE**

APPENDIX "C"

SIGNATURE OF TENDERER

**CENTRAL OFFICE EQUIPMENT LIMITED
305 AIRPORT BOULEVARD
GANDER, NL A1V 1Y9**

Company Name

Company Address

Signed By

Signed By

**WADE J. JANES
COMPTROLLER**

Witness

Date

July 30, 2024

OWNER'S ACCEPTANCE
On behalf of the City of Corner Brook

Signed By

Signed By

Witnessed By

Date





Request for Decision (RFD)

Subject: Industrial Park Study

To: Darren Charters

Meeting: Regular Meeting - 19 Aug 2024

Department: Development and Planning

Staff Contact: Deon Rumbolt,

Topic Overview:

Attachments: [Pricing Proposal - City of Corner Brook Industrial Park Study - Dillon Consulting Limited](#)
[RFP - City of Corner Brook Industrial Park Study](#)
[Technical Proposal - Corner Brook Industrial Park Study - Dillon Consulting Limited](#)

BACKGROUND INFORMATION:

The City Of Corner Brook is seeking an assessment of its future needs for Industrial expansion. To facilitate this analysis, a request for proposals was issued to engineering firms. One proposal has been received for consideration, with the details as follows:

Dillon Consulting: \$99,914.88

PROPOSED RESOLUTION:

Be it resolved, the City of Corner Brook Council award Dillon Consulting with the Industrial Park Study in the amount of \$99,914.88 (HST included).

FINANCIAL IMPACT:

Budgeted Item under the 2024 COOR Program

Finance Type: Other

ALTERNATIVE IMPLICATIONS:

1. The City of Corner Brook Council shall, award Dillon Consulting with the Industrial Park Study in the amount of \$99,914.88 (HST included).
2. The City of Corner Brook Council shall, not award Dillon Consulting with the Industrial Park Study in the amount of \$99,914.88 (HST included).
3. The City of Corner Brook Council shall, provide other direction.

Director of Community, Engineering, Development & Planning	Approved - 15 Aug 2024
Administrative Assistant	Approved - 15 Aug 2024

City Manager

Link To Password Protected Attachment

[Pricing Proposal - City of Corner Brook Industrial Park Study - Dillon Consulting Limited](#)



**Request for Proposals
For
City of Corner Brook Industrial Park Study**

Project No.: 2024-06

Issued: **June 6, 2024**

Submission Deadline: **July 5, 2024** , 2:00 pm NL local time

Industrial Park Study

SUMMARY OF KEY INFORMATION

RFP Title	City of Corner Brook Industrial Park Study Proponents should use this title on all correspondence.
RFP Contact	The point of contact for this RFP is: Deon Rumbolt, BTEch. Manager of Development and Planning City of Corner Brook Email: drumbolt@cornerbrook.com Phone: 709-637-1550
Enquiries	Please direct all enquiries, by email, to the RFP Contact. Enquiries received by any other means may not be answered. Proponents are encouraged to submit enquiries at an early date to permit consideration by the Owner. The Owner may, in its sole and absolute discretion, decide to not respond to any enquiry.
Submission Time	Submission time is 2:00 pm Newfoundland Time on July 5, 2024, or as amended by amendment.
Submission Location	Submitted electronically through email to Planning@cornerbrook.com

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Corner Brook Water System Master Plan

Municipal Water, Sewer and Roads Master Construction Specifications

Subdivision Design Procedures and Municipal Engineering Standards for the City of Corner Brook

Wastewater Strategic Plan

City of Corner Brook Integrated Municipal Sustainable Plan and Regulations

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the City of Corner Brook (the “Owner”) to prospective proponents to submit proposals for City of Corner Brook Industrial Park Study, as further described in Appendix B Project Details and Appendix C Scope of Work, Deliverables, and Other Requirements.

1.1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with the Owner. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.1.3 Eligibility to Participate in This RFP

This RFP is open to any person, firm, joint venture, partnership, or other legal entity. Proponents may use sub-consultants so long as all sub-consultants are identified in their proposal. Proponents, along with their sub-consultants, will be referred to as the “Proponent team” in this RFP. Sub-Consultants may not be removed or replaced prior to or during completion of the Work without the prior written approval of the Owner. Sub-Consultants are not required to be exclusive to any one Proponent.

1.1.4 Bidding System Registration

All proponents shall request a copy of the tender documents through Planning@cornerbrook.com. Documents shall be provided upon request and submissions shall be resubmitted through the email.

1.2 RFP Contact

To contact the Owner in relation to this RFP, proponents must initiate the communication electronically through the “RFP Contact”. The Owner will not accept any proponent’s communications by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, the “RFP Contact” will be the individual indicated in Appendix B.

Proponents should only contact the RFP Contact where specifically instructed to in this RFP. All other communication in relation to this RFP, up to and including the submission of the proposal, must be through the bidding system, as described above.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Owner or MI, other than

the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Owner for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Owner and the selected proponent.

1.3.2 Term of Contract

The term of the agreement will be in effect until the completion of the Deliverables.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	June 6, 2024
Deadline for Questions	June 21, 2024
Deadline for Issuing Amendments	June 28, 2024
Submission Deadline	July 5, 2024, 2:00pm Newfoundland time
Review of Proposals	7/26/2024
Contract Signing Period	30 days
Anticipated Execution of Agreement	8/19/2024
Anticipated Project Start Date	9/2/2024

The RFP timetable is tentative only and may be changed by the Owner at any time. For greater clarity, business days means all days that the Owner is open for business.

1.4.2 Tender Opening

Technical proposals received by the Submission Deadline shall be opened at City Hall.

1.5 Submission Instructions

Submissions shall be sent to Planning@cornerbrook.com no later than 2:00pm July 5

1.5.1 Proposals to be Submitted on Time

Proposals must be finalized and submitted by the deadline listed above. Submissions received after the deadline shall not be accepted.

1.5.2 Proposals to be Submitted in Prescribed Format

Proposals must be presented in a suitably readable text font (standard weight Arial, Calibri, or similar are recommended), size 11 or larger, black in colour, on a white background.

Proposals, including the Gantt chart, must be submitted in a PDF file readable by Adobe Reader.

Two Submission Format: Consultants shall submit their proposal files in two separate password protected documents, those being the Technical Proposal and the Pricing Proposal (formerly known as the Two Envelope System). Both proposal documents must be text searchable Portable Document Format (PDF) files.

Technical Proposal

The Technical Proposal shall consist of:

1. Requirements as outlined in Appendix C including but not limited to completed Project Reference and Key Personnel Templates found in Appendix E.
2. Completed Appendix D – Submission Form
3. Professional and Commercial Insurance Certificates
4. Summary of Consultant Information

The Technical Proposal shall not contain any pricing information. Technical Proposals that contain financial information will immediately be rejected.

Pricing Proposal

The Pricing Proposal shall consist of

1. Requirements as outlined in Appendix C including but not limited to completed Pricing Forms found in Appendix F.

1.5.4 Changes to Proposals

Proponents may change their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the changed proposal is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the bidding system. To

withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2 – EVALUATION, NOTIFICATION AND AWARD

2.1 Stages of Evaluation and Notification

The Owner will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the proposal will be rejected. The mandatory submission requirements are set out in Section E of the Scope of Work, Deliverable, and Other Requirements (Appendix C).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Owner will review the proposals to determine whether the mandatory technical requirements as set out in Section F of the Scope of Work, Deliverable, and Other Requirements (Appendix C) have been met. Proposals that do not satisfy the mandatory technical requirements will be rejected.

2.3.2 Non-Price Rated Criteria

The Owner will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria in Section H of the Scope of Work, Deliverable, and Other Requirements (Appendix C).

Proponents must achieve a minimum overall score of 60% on the Non-Price Rated Criteria (Technical Proposal) to have their Pricing Proposal opened for consideration. Proponents not meeting the 60% minimum on the Technical Proposal Evaluation will not receive a Pricing score.

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section I of the Scope of Work, Deliverable, and Other Requirements (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Owner may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Owner may reject the proposal. The Owner may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the

Deliverables. Unbalanced pricing includes, but is not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV – Ranking, Notice to Proponent, and Execution of Agreement

2.5.1 Initial Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be initially ranked based on their total scores. Subject to the reserved rights of the Owner, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria. If a tie still exists, the selected proponent will be determined through consultation with the Public Procurement Agency.

2.5.2 Notice to Proponent and Execution of Agreement

Notice of selection by the Owner to the selected proponent shall be in writing. Municipal Infrastructure will provide a completed Agreement in the form attached as Appendix A to this RFP to the selected proponent. The selected proponent shall execute the Agreement with the Owner, and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section G of the Scope of Work, Deliverable, and Other Requirements (Appendix C), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.5.3 Failure to Enter into Agreement

If a selected proponent fails to execute the Agreement or satisfy any pre-conditions of award within fifteen (15) days of notice of selection, the Owner may, without incurring any liability, proceed with the selection of another proponent and pursue all other remedies available to the Owner. This process will continue until an agreement is finalized, until there are no more proponents remaining that are suitable or until the Owner elects to cancel the RFP process.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP will prevail over any such changes or qualifications in the proposal.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the Owner may consider the proponent's past performance or conduct on previous contracts with the Owner, MI, or other institutions.

3.1.5 Information in RFP Only an Estimate

The Owner and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of amendment. Any quantities shown or data contained in this RFP or provided by way of amendments are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the Owner

The Owner will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Intellectual Property Rights

The Owner will retain the intellectual property rights including patents, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract.

3.1.9 Material Change After Submission Time

A Proponent will give immediate notice to the Owner in writing of any material change that occurs to a Proponent after the Submission Time, including a change to its membership, ownership structure, Proponent team including any individual members or sub-consultants or a change to the Proponent's financial capability.

The Owner may, in its sole discretion, accept or reject this material change. In the case of a rejection of the material change, the Proponent will be notified in writing that the change has been deemed unacceptable and that their proposal has been disqualified. If a material change is accepted, the Owner will then evaluate the submitted proposal taking into consideration the new information.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Owner is under no obligation to provide additional information, and the Owner is not responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Owner is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

Proponents are encouraged to submit enquiries in writing at an early date to permit consideration by the Owner.

The Owner may in its sole and absolute discretion, decide to not respond to any enquiry.

If a Proponent considers that an enquiry is commercially confidential, this Proponent may request that a response to such enquiry be kept confidential by clearly marking the enquiry "Commercial in Confidence". If the Owner decides that this enquiry or the Owner's response to such enquiry must be distributed to all Proponents, then the Owner will permit the enquirer to withdraw such enquiry rather than receive a response and if the Proponent does not withdraw the enquiry, then the Owner may provide its response to all Proponents.

Notwithstanding the above:

- a) if one or more other Proponents submit an enquiry on the same or similar topic to an enquiry previously submitted by another Proponent as “Commercial in Confidence”, the Owner may provide a response to such enquiry to all Proponents; and
- b) if the Owner determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an enquiry, including an enquiry marked “Commercial in Confidence”, the Owner may, in its sole and absolute discretion, distribute the enquiry, response or information with respect to such matter to all Proponents.

The Owner reserves the right of the Contact Person to contact a Proponent (including by telephone) to clarify a written communication. Proponents may only rely on written communication from the Contact Person. Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, for any purpose.

3.2.2 All New Information to Proponents by Way of Amendment

This RFP may be amended only by amendment in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by amendment posted in the bidding system. Each amendment forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all amendments issued by the Owner.

3.2.3 Post-Deadline Amendments and Extension of Submission Deadline

If the Owner determines that it is necessary to issue an amendment after the Deadline for Issuing Amendments, the Owner may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the Owner may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent’s proposal. The Owner may revisit, re-evaluate, and rescore the proponent’s response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

The City of Corner Brook shall notify the winning proponent once the tender has been reviewed.

3.3.2 Debriefing

Proponents may request a debriefing within ten (10) business days after the award has been posted. All requests must be in writing to the RFP Contact. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the Owner's location or by way of conference call or other remote meeting format as prescribed by the Owner. Note that requests for in-person meetings are discouraged, and will generally only be granted in rare circumstances. In-person meetings, when granted, will comply with any applicable Public Health guidelines or measures in place at that time.

The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. The Generic Debrief Template is available upon request and elaborates on the purpose of the debrief and the information that will be provided to bidders, successful or unsuccessful, who request it.

3.3.3 Supplier Complaint Process

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to register a complaint regarding the RFP process, it must provide the complaint to the RFP Contact within fifteen (15) business days of the debriefing. The complaint must be in writing and must contain the following information:

- (a) the supplier's name and business contact information;
- (b) reference information respecting the RFP; and
- (c) a description of the complaint.

The Owner will review the complaint and respond to it within fifteen (15) business days of receiving it.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent or member of the Proponent team has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of the Owner in the preparation of its proposal that is not available to other proponents;

- (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:
- (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Owner may disqualify a proponent for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Owner may be precluded from participating in the RFP process in instances where the Owner or the Province has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The Owner may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the Owner determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix D).

3.4.5 Proponent Not to Communicate with Media

To ensure that all public information generated about the Work is fair and accurate and will not inadvertently or otherwise influence the RFP process, the Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact. Any communication with the media and the public is to be coordinated with the Owner. The Proponents will notify the Owner of any request for information or interviews received from the media.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Owner or the Province; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

The Owner may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Owner will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Owner in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Owner and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Owner; and
- (d) must be returned by the proponent to the Owner immediately upon the request of the Owner.

3.5.2 Confidential Information of Proponent

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A proponent must identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the RFP process, including the evaluation of proposals.

The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*.

Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.nl.ca/guidance/documents>.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Owner will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Owner by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Owner to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Owner may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Newfoundland and Labrador and the federal laws of Canada applicable therein.

- (d) The "Atlantic Provinces Standard Terms and Conditions" apply to this RFP and may be obtained from the Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca
- (e) Proponents should note that procurements falling within the scope of the Canadian Free Trade Agreement, the Atlantic Procurement Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.8 Reserved Rights of the Owner

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

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

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent team and accept proposals that substantially comply with the requirements of this RFP;
- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any proposal;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in proposals during the evaluation process, with such interviews or presentations conducted in the sole and absolute discretion of the Owner, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Work with any or all of the references cited in a proposal and any other persons (including persons other than those listed by Proponents in any part of their proposals) to verify any and all information regarding a Proponent, inclusive of its directors/officers and key individuals, and to conduct any background investigations that it considers necessary in the course of the RFP Process, and rely on and consider any relevant information from such cited references in the evaluation of proposals;
- (e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (f) not proceed to review and evaluate, or discontinue the evaluation of any proposals and disqualify the Proponent from this RFP;

- (g) rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (h) cancel this RFP process at any stage. They may then issue a new RFP for the same or similar deliverables;
- (i) call for quotes, proposals or tenders, or enter into negotiations for this Work or for work of a similar nature.

Without limiting the foregoing, the Owner may, in its sole and absolute discretion (and without further consultation with the Proponent), reject any proposal which in the opinion of the Owner: (i) is materially incomplete or irregular, (ii) contains omissions, exceptions or variations (including any modifications), (iii) contains any false or misleading statement, claims or information, or (iv) contains any false statements, criminal affiliations or activities by a Proponent or Proponent team member.

To enable the Owner to take any one or more of the above-listed steps, the Owner may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Owner has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponents and proposals, or in respect of any Proponent, including the Proponent whose proposal is the subject of the review or evaluation, as the case may be.

The review and evaluation, including the ranking, of any proposal may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.

Proponents may not submit any clarifications, information or documentation after the Submission Time without the prior written approval of the Owner or without an invitation or request by the Owner to do so.

If any information, including information as to experience or capacity, contained in a proposal is not verified to the Owner's satisfaction, the Owner may, in its discretion, not consider such cited experience, capacity or other information.

The Owner is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, proposal, or any part of any proposal.

3.9 Limitations of Liability

By submitting a proposal, each proponent agrees that:

- (a) neither the Owner nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Owner's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

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

- a) Agrees not to bring any claim against the Owner or any of its respective employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for any matter in respect of this RFP, including:
 - i. if the Owner accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP; or
 - ii. if the Work or RFP process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP; and
- b) Waives any and all claims against the Owner, or any of their respective employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner and the Proponent for any reason, including:

- i. if the Owner accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the RFP Process; or
- (c) if the Work or RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP.

3.10 Interpretation

In this RFP:

- a) Any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Owner, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Owner;
- b) The use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- c) A reference to a Section or Schedule, unless otherwise indicated, is a reference to a Section of, or Schedule to, this RFP;
- d) Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- e) The word “including” when used in this RFP is illustrative only and is not to be read as limiting or exhaustive;
- f) A reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government Province; and
- g) Each Appendix and Schedule attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement will be the Municipal Infrastructure Division's Standard Form of Agreement between Client and Prime Consultant (Prime Consultant Agreement), latest version. Samples of this Agreement can be found at the following link:

<https://www.gov.nl.ca/ti/mi/consultant-services/#pca>

APPENDIX B – PROJECT DETAILS

A. BACKGROUND

The City of Corner Brook is located on the west coast of Newfoundland, located in the Bay of Islands, at the mouth of the Humber River. The City has a population of nearly 20,000 and operates as the main service centre for all surrounding communities in Western and Northern Newfoundland, as well as southern Labrador.

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

B. PROJECT DESCRIPTION

The City of Corner Brook is seeking well qualified engineering/planning professionals to undertake a comprehensive Industrial Park Study. The City of Corner Brook is currently in need of an expansion area to allow for Industrial growth within the city. The City requests that potential proponents assess the city's Industrial needs and propose an area to expand the city's industrial capacity. The study shall outline multiple options for the City of Corner Brook to consider. The proposal shall also include a servicing plan for any proposed expansion, along with, a cost benefit assessment for all options proposed.

The project involves conducting a comprehensive study on the development of an industrial park. The study will focus on assessing the current infrastructure, land availability, zoning regulations, market demand, and economic feasibility of establishing an industrial park in a specific location. Through detailed research and analysis, the project aims to provide valuable insights and recommendations regarding the viability and sustainability of an industrial park. The study will also explore potential partnerships, financing options, and strategic planning for the successful implementation of the industrial park.

Proponents are advised that the final scope of work must be coordinated with the Owner. Consultant's work is limited to the identified project description and location as found in this RFP and NO WORK is authorized to be completed outside of this scope of work unless authorized by the Owner.

C. MATERIAL DISCLOSURES

N/A

D. PROJECT TIMELINES

It is the goal of the Owner to complete this project in a cost effective, efficient, and timely manner. It is also anticipated for the purpose of analysis that the study will take place over 8 months.

E. PROJECT LOCATION

City of Corner Brook

F. DESIGN STANDARDS

1. All designs and policies must adhere to the latest version of the; Government of Newfoundland's Municipal Water, Sewer and Roads Master Construction Specification and The City of Corner Brook's Subdivision Design Procedures and Municipal Engineering Standards.

G. ENQUIRIES

All enquiries regarding this RFP must be directed to the RFP Contact:

Deon Rumbolt, BTech.
Manager
Development and Planning
Email: drumbolt@cornerbrook.com
Phone: 709-637-1550

All questions must be submitted in writing in accordance with Section 3.2.1. Any verbal representations, promises, statements or advice made by employees of the Owner other than written responses offered through the RFP Contact, should not be relied upon.

H. REPORTING STRUCTURE

The successful Proponent will report directly to the Owner:

Deon Rumbolt, BTech.
Manager of
Development and Planning
Email: drumbolt@cornerbrook.com
Phone: 709-637-1550

APPENDIX C –SCOPE OF WORK, DELIVERABLES, AND OTHER REQUIREMENTS

A. SCOPE OF WORK

The following scope shall be completed in accordance with latest editions of the Prime Consultant Agreement, and industry best practice. The City of Corner Brook is seeking well qualified engineering professionals to undertake a comprehensive Industrial Park Study. The City of Corner Brook is currently in need of an expansion area to allow for Industrial growth within the city. The City requests that potential proponents assess the city's Industrial needs and propose an area to expand the city's industrial capacity. The study shall outline multiple options for the City of Corner Brook to consider. The proposal shall also include a servicing plan for any proposed expansion, along with, a cost benefit assessment for all options proposed.

The Owner is looking for a proponent to complete the following scope of work, including but not limited to:

- **Feasibility Analysis:** Provide an in-depth analysis of the project's feasibility, including market demand, economic viability, infrastructure requirements, and potential challenges. Including an assessment of the city's Industrial needs and proposal of an area to expand the city's industrial capacity.
- **Site Selection Analysis:** Identifies suitable locations for the industrial park based on factors such as proximity to transportation networks, access to utilities, land availability, and zoning regulations.
- **Master Plan:** Outlines the layout and design of the industrial park, including zoning requirements, infrastructure development, green spaces, and amenities.
- **Financial Projections:** Includes cost estimates, revenue projections, and return on investment analysis to assess the financial viability of the project.
- **Stakeholder Engagement Plan:** Defines a strategy for engaging with local government agencies, potential tenants, investors, and community members to garner support for the industrial park development.
- **Implementation Strategy:** Provides a roadmap for the phased development and construction of the industrial park, outlining timelines, milestones, and key tasks.
- **Risk Assessment:** Identifies potential risks and challenges associated with the project and proposes mitigation strategies to ensure its successful implementation.
- **There have been many large energy projects discussed for the West Coast of Newfoundland.** The City of Corner would like to ensure that any new subdivision expansions can accommodate this potential increase in Industrial capacity.
- **These deliverables aim to provide stakeholders with a comprehensive understanding of the industrial park project and guide decision-making throughout the development process.**

- A review of existing documents related to Municipal Servicing
- A review of the City's Water and Sewer Master Plan
- A review of existing Industrial Parks; Watsons Pond and Lundrigan Drive Industrial Park
- Review the potential for other locations
- A proposal of a minimum 30 lot subdivision to industry standards for lot sizing.
- An assessment of servicing and fire suppression requirements for any expansion areas proposed. Proposals on how the areas will be serviced with Water, Sanitary and Storm Sewer. It should be noted that services and Fire Suppression capability may be different for each location as some areas have access to potable water and Sanitary and other areas do not.
- Conduct a minimum of one (1) site visit for collection of field information and knowledge of current Industrial Land and Infrastructure network by lead engineer of record. Form 18 – Daily Site Report must be completed and signed off by the design engineer and City. Consultant to allow for cost of one (1) site visit for this task. Cost to be included under Basic Services.

The Successful Proponent shall obtain and maintain to the satisfaction of the Owner all insurance policies required that relate to the Work.

B. THE DELIVERABLES

- Copy of signed Form of Agreement (Prime Consultant Agreement), per Appendix A.
- Monthly project status reports
- Monthly meetings with minutes.
- Draft Industrial Park Report
- Final Industrial Park Report

C. ADDITIONAL NOTES ON BASIC SERVICES AND DELIVERABLES

In addition to the project specific scope of work outlined in Section B and C, the following deliverables are required:

D. AGREEMENT FOR SERVICES

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

E. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix D)

Proponents should refer to the instructions attached to the solicitation for the Appendix D – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

2. Proof of Insurance

Consulting firms are required to provide their Professional and Commercial Insurance Certificates as part of submission. This is confirmation of insurance for the current year of practice.

3. Summary of Consultant Information

Consultants are hereby asked to provide the following with their response to this RFP.

- Contact Person – as per Article 8 of the PCA
- Legal Company Name
- Address of the firm
- Phone # of the firm
- Fax # of the firm
- Email Address for Contact Person

4. Separation of Technical and Pricing Proposals

Proponents must ensure they have submitted both Technical Proposal and Pricing Proposal, and that there is no Pricing information included in the Technical Proposal.

5. Pricing

Each proposal must include pricing information that complies with the instructions set out below in Section I of this Appendix C.

6. Other Mandatory Submission Requirements

N/A.

F. MANDATORY TECHNICAL REQUIREMENTS

Architectural and engineering consultants must have a valid License to Practice in the province of Newfoundland and Labrador; Architects from the Architects Licensing Board of Newfoundland and Labrador (ALBNL); Engineers must be individually licensed by Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL) and the corporate entity must hold a valid PEGNL Permit to Practice for the discipline(s) to be undertaken. Planning Consultants shall be licenced through the Canadian Institute of Planners and shall have a Professional Membership as a MCIP (Member of the Canadian Institute of Planners).

G. PRE-CONDITIONS OF AWARD

Where resident site services are required the resident inspector and any other professional visiting the site is to be safety trained by the Newfoundland and Labrador Construction Safety Association, or an approved equivalent, for the work to be undertaken at the project site. Safety training certificates are to be presented, prior to contract being awarded, for all personnel required to visit construction sites. Any and all costs associated with the execution of a Site Specific Safety Plan (if required under Appendix C) and training of your staff and all deliverables outlined are considered part of your submitted proposal cost.

H. EVALUATION CRITERIA

The following sections set out the categories, weightings and descriptions of the evaluation criteria for both stages of the RFP. Proponents who do not meet a minimum threshold score for the Non-Price Rated Criteria (Technical Proposal) will not proceed to the next stage of the evaluation process.

1. Initial Evaluation Criteria

The following categories, weightings and descriptions will be used in the initial evaluation of rated criteria during Stage II of the evaluation process (Evaluations), described in Part II of this RFP. These criteria apply to initial proposals by all proponents.

- a) Proposal Response Content must conform to section page limits outlined in this section; pages in excess of limits will not be assessed.
- b) In order to facilitate the evaluation of the proposals, Proponents are asked to structure their proposals in the order of the evaluation criteria using the same headings. Proponents may refer to different sections of their proposals by identifying the specific paragraph and page number if the subject topic has previously been addressed. Note that it is not the responsibility of the evaluation team to exhaustively

search through response documents organized otherwise to find and evaluate response content.

- c) In their proposal, Proponents should clearly demonstrate their understanding of the requirements present in this RFP and explain how they will meet these requirements. Proponents should demonstrate their experience, capability and describe their approach in a thorough, concise and clear manner.
- d) The proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated.
- e) Unless explicitly requested in this RFP, no response information may be presented in a supplemental appendix or annex to a Proposal. Any such inclusions will not be considered in the RFP review and evaluation.

2. Weight Factors and Evaluation Scoring

The Weight Factor Descriptions Table (Table 1), along with the categories, scores and sub-scores outlined in the Technical Proposal Scoring Table (Table 2) will be used in the evaluation of rated criteria during Stage II of the evaluation process (Evaluations), described in Part II of this RFP. These criteria apply to proposals by all proponents.

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

Table 1 - Weight Factor Descriptions Table

EVALUATION CRITERIA	SUB SCORE	SECTION SCORE
Technical Proposal		
1. Project Approach		
1.1. Project Work Plan		
1.2. Project Management Plan		
1.3. Project Risks, Constraints, Limitations		
1.4. Value Added Information		
2. Delivery Schedule		
2.1. Work Plan Key Activities Outlined		
2.2. Work Plan Key Deliverables Outlined		
2.3. Delivery Timeline Reasonable and Achievable		
3. Reference Projects		
3.1. Reference Project #1		
3.1.1. Similar to this Project		
3.1.2. Proponent Role Similar to this Project		
3.1.3. Challenges and Mitigation Strategies Outlined		
3.2. Reference Project #2		
3.2.1. Similar to this Project		
3.2.2. Proponent Role Similar to this Project		
3.2.3. Challenges and Mitigation Strategies Outlined		
3.3. Reference Project #3		
3.3.1. Similar to this Project		
3.3.2. Proponent Role Similar to this Project		
3.3.3. Challenges and Mitigation Strategies Outlined		
4. Organizational Chart		
4.1. Project Team Identified		
4.2. Team Member Roles and Responsibilities Identified		
4.3. Project Reporting Structure Identified		
Technical Proposal Evaluation Score		

Table 2 – Technical Proposal Scoring Table

2. Final Evaluation Criteria

The following categories, weightings and descriptions will be used in the final evaluation of rated criteria during Stage IV of the evaluation process (Ranking, Notice to Proponent, and Execution of Agreement), described in Part II of this RFP. These criteria will apply only to those proposals that achieved a minimum overall score of 60% of the maximum score on the Non-Price Rated Criteria (Technical Proposal).

Technical Proposal Evaluation Score		/ 70
Pricing Proposal		
5. Pricing Proposal (Provided in the separate password protected PDF)		
5.1. Lowest Cost of Service (See Section I below)		
Pricing Proposal Evaluation Score		
Total Score		

Table 3 - Final Scoring Table

3. Technical Proposal Content (for Non-Price Rated Criteria)

Table of Contents

Proposals should include a table of contents properly indicating the section and page of numbers of the information included. Note that the Table of Contents will not be scored.

Executive Summary (one page)

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

Project Approach (up to four pages – pages after this limit will not be assessed)

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

1. Project Work Plan for organizing and executing the project scope and project objectives;
2. Project Management Plan, including Stakeholder (i.e. Owner, MI, others) engagement process throughout the project, and integration of the Proponent's Quality Management Process;
3. Project Risks, Project Constraints, and Project Limitations that may impact the project delivery and success, and how they will each be mitigated;
4. Proponents are advised that their proposals must demonstrate and identify costs for Engineering, Construction and Contingencies to meet the project funding identified. and
5. Value Added Information that the Proponent specifically brings to the project.

Delivery Schedule (one page - pages after this limit will not be assessed)

1. The Proponent shall provide a work schedule, in the form of a Gantt chart, identifying start and finish dates for key project activities and dates for deliverables identified in the work plan. Completion dates for each project and work plan phase must be provided.
2. For documentation requiring review by the Owner, please allow three weeks from the time the information is provided to the Owner until a reply is received. For the purposes of the work schedule, refer to Appendix B for project timelines. For scheduling purposes only, please allow three weeks from the RFP closing date to the notification of the successful proponent.

Reference Projects (one page per project - pages after this limit will not be assessed)

1. The Proponent must provide three (3) Reference Projects undertaken and completed within the past five (5) years. Reference Project information must be documented in the "Project Reference Form" template format provided in Appendix E at the end of this document. If more than three reference projects are submitted, only the first three will be considered.
2. Reference project examples must demonstrate the Proponent's expertise and practical experience in: infrastructure of similar or equal scope, value, complexity, and/or delivery method; overcoming challenges met throughout the project. See the "Project Reference Form" template in Appendix E for the full outline of reference project information sought.
3. Reference Project examples provided need not be limited to only those projects that are fully complete, but submission of ongoing projects as references must still demonstrate the Proponent's expertise and practical experience. It will be up to the discretion of the Evaluation Committee to determine the suitability of an ongoing project as a reference project, and ongoing project examples provided will be evaluated correspondingly.
4. Each reference shall consist of one project.

Organizational Chart (one page - pages after this limit will not be assessed)

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

I. PRICE EVALUATION METHOD

Pricing is worth **30** points of the total score.

Proponents who have met the minimum score required on the Non-Price Rated Criteria (Technical Proposal) will have their Pricing Proposal considered. Pricing will be scored based on a relative pricing formula using the proposed total cost. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{Points Awarded} = \left(\frac{\text{Lowest Cost Financial Proposal}}{\text{Financial Proposal Being Evaluated}} \right) \times \text{Financial Proposal Total Points}$$

Instructions on How to Provide Pricing

- (a) Proponents shall submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Schedule of Rates and Fees

1. All financial information regarding professional fees including hours used to calculate fees, travel time and expenses are to be provided in the separate Pricing Proposal file.
2. For purposes of this RFP, fees for regulatory permits will be indicated in Appendix F.
3. Any cost associated with site surveying work shall be contained within the level of effort breakdown and provided in Schedule II. If surveys are unable to be self-performed by the proponent, please obtain a quoted price and provide in Appendix F, Schedule III.
4. Requests for other fees such as optional site visits shall be presented on a separate sheet attached to the enclosed schedules.
5. The Proponent shall show Professional fees calculated, based on level of effort, for each of the tasks outlined in the work plan, and further outlined in Appendix B and Appendix C. This summary should include any services not itemized, but deemed necessary by the Proponent. Fees shall be provided in Schedule II and III, found in Appendix F of this proposal.
6. This section of the proposal should also include:
 - a. Hourly rate of personnel;
 - b. Their relative participation (number of hours); and
 - c. Disbursements.
7. For site visits:

- a. Provide anticipated hourly rates for site visits including travel time for the duration of the project.
- b. Provide itemized expenses for site visits, resident services and general administration. Meals, private vehicle usage, private lodgings and other incidental expenses will be paid on the basis of Government approved Basic Rates. All other expenses will require supporting documents to be provided for payment. Rates provided in the RFP will form the basis of the PCA. Reimbursement of expenses shall not exceed those rates as submitted in the RFP..

APPENDIX D – SUBMISSION FORM

Proponents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Owner and the proponent unless and until the Owner and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted their pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Amendments

The proponent is deemed to have read and taken into account all amendments issued by the Owner prior to the Deadline for Issuing Amendments.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Owner within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Owner to the advisers retained by the Owner to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX E – PROJECT REFERENCE AND KEY PERSONNEL REFERENCE TEMPLATES

Project Reference Form

Project Location

Insert location here

Client

Name of Client

Project Type

Insert project type

Services

Services proponent was responsible for providing

Duration

Start Date: date

End Date: date

Approved Funding

Total Approved Funding

Final Project Cost

Total Final Cost

Key Proponent Roles

The role the awarded proponent will play throughout duration of project

Key Project Staff Role

Include all significant persons involved and what their role was in reference project, and how it relates to proposed project

Project Description

Insert project description/scope of work here

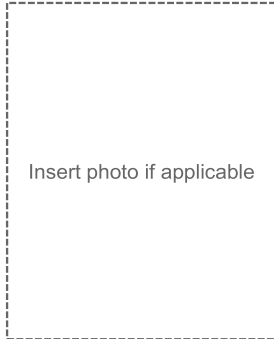
Role of Proponent

Describe the role the awarded proponent played throughout the life of the project

Challenges

Describe the challenges involved with the project and give a detailed description of how they were overcome

Key Personnel Form



Name

Insert name here

Title

Title and Professional designation

Experience

Detail years of experience relevant to the project

Contact

Provide contact information for personnel

Role for Proposed Project

Insert description of the involvement and role that this person will play throughout the life of the proposed project

Reference Project Role

Describe the primary role/level of involvement/main responsibilities of the individual throughout the life of the reference projects (where applicable), detailing the level of experience gained and how this relates to their proposed project position

Reference Project 1:

Name of Project, year completed and role of Personnel *Name of Project, year completed and role of Personnel*

Reference Project 2:

Name of Project, year completed and role of Personnel

Reference Project 3:

Name of Project, year completed and role of Personnel

APPENDIX F – PRICING FORMS

SCHEDULE II

(To be modified to suit intent and scope of the project)
BASIC AND OTHER ADDITIONAL SERVICES FEES

	<u>BASIC SERVICES</u>		
	Part A – Comprehensive Review of Industrial Network/Documents/Standards		\$ Enter Value.
	Part B – Draft Reports and Drawings		\$ Enter Value.
	Part C – Final Report and Drawings		\$ Enter Value.
A	SUB-TOTAL SERVICE FEES		\$ Enter Value.
	<u>REIMBURSABLE EXPENSES</u>		
	Meals*		\$Enter Value
	Travel*		\$Enter Value
	Accommodation*		\$Enter Value
B	SUB-TOTAL REIMBURSEABLE EXPENSES		\$ Enter Value.
C	TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	From Schedule III	\$ Enter Value
D	TOTAL SERVICE FEE (Less HST)	(A+B+C)	\$ Enter Value.
E	TOTAL HST	15% D	\$ Enter Value.
F	TOTAL SERVICE FEE (Including HST)	D+E	\$ Enter Value.

* per Treasury Board Rates at time of signing contract. Rates available at <https://www.gov.nl.ca/exec/hrs/working-with-us/meal-rates/> and <https://www.gov.nl.ca/exec/hrs/working-with-us/auto-reimbursement/>. HST to be removed before applying the value to the form above.

**SCHEDULE III
(Water, Sewer, and Municipal Roads)
ADDITIONAL REIMBURSABLE ALLOWANCE**

List Below Allowances for Specific Project Expenses not Included in Schedule II

Additional Reimbursable Allowances		
		\$ Enter Value.
C	TOTAL	\$Enter Value.

Link To Password Protected Attachment

[Technical Proposal - Corner Brook Industrial Park Study - Dillon Consulting Limited](#)



Request for Decision (RFD)

Subject: Corner Brook Municipal Plan Amendment No. 24-03 and Development Regulations Amendment No. 24-03

To: Deon Rumbolt

Meeting: Regular Meeting - 19 Aug 2024

Department: Development and Planning

Staff Contact: Christina Pye,

Topic Overview: Section 14 - Initiate Public Consultation - Proposed IMSP/DR Rezoning – 29 Humber Road

Attachments: [C1-C5 Zoning Map – Amendment No. 24-01](#)
[Generalized Future Land Use Map A – Amendment No. 24-03](#)
[Corner Brook - Development Regulations 2012 - Amendment No. 24-03](#)
[Corner Brook - Municipal Plan - 2012 - Amendment No. 24-03](#)

BACKGROUND INFORMATION:

The Planning and Development Department received a development proposal for 29 Humber Road (the ‘Subject Property’) for ‘personal service’ (photography studio) and ‘office’ on the first floor with ‘dwelling unit’ (apartment) on the second floor. The Subject Property is currently zoned ‘Open Space (OS)’, which prohibits the proposed uses. Until spring 2023, the building was used for a multipurpose ‘general industry’ use, which included such activities office, wood burning appliance sales and repair, propane tank refills; and welding and sheet metal working. The previous uses are also prohibited in the ‘Open Space (OS)’ zone; as such, the former development was legal non-conforming. Since the former uses have been discontinued for a period greater than six (6) months, non-conforming use rights are extinguished as per section 108 of the *Urban and Rural Planning Act, 2000*.

Through the ongoing Municipal Plan Review process, due to be completed by the end of 2024, the Subject Property is proposed to be rezoned to a mixed-use zoning to reflect the transition of uses and re-development potential for this area. However, due to time constraints, the property owner has submitted a rezoning application to expedite the process.

The purpose of this map amendment is thus to re-zone/ re-designate the Subject Property from ‘Open Space (OS)’ to ‘Residential/Commercial Mix (RCM)’.

This Council request is for permission to initiate Public Consultation by advertising the proposal to inform and request public comments be supplied to the City for consideration. This is the first of three readings of this amendment by council.

PROPOSED RESOLUTION:

The Corner Brook City Council RESOLVED to authorize staff to carry out a public consultation process, as per section 14 of the *Urban and Rural Planning Act, 2000 (URPA)* in order to seek public input and receive information with respect to the proposed map amendments - Municipal Plan Amendment No. 24-03 and Development Regulation Amendment No. 24-03.

GOVERNANCE IMPLICATIONS:

Legislation
Urban and Rural Planning Act
14

RECOMMENDATION:

It is recommended that Council support Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook initiate public consultation for proposed map amendments - Municipal Plan Amendment No. 24-03 and Development Regulation Amendment No. 24-03.

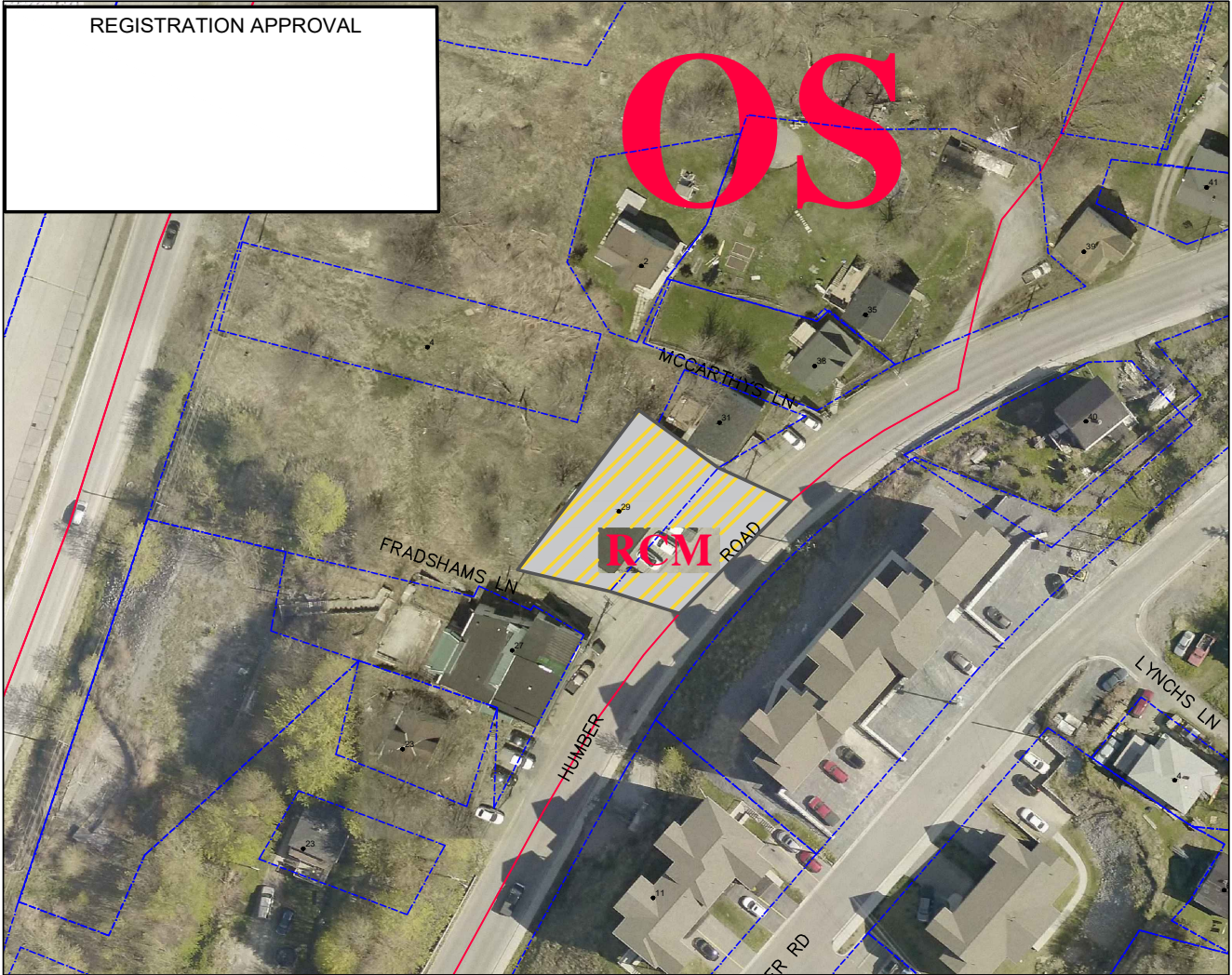
ALTERNATIVE IMPLICATIONS:

1. The Council of the City of Corner Brook initiate public consultation for proposed map amendments - Municipal Plan Amendment No. 24-03 and Development Regulation Amendment No. 24-03.
2. The Council of the City of Corner Brook not initiate public consultation for proposed map amendments - Municipal Plan Amendment No. 24-03 and Development Regulation Amendment No. 24-03.
3. The Council of the City of Corner Brook provide other direction to Staff.

	Approved - 13 Aug 2024
Director of Community, Engineering, Development & Planning	Approved - 13 Aug 2024
Administrative Assistant	Approved - 14 Aug 2024

City Manager

REGISTRATION APPROVAL



LEGEND		ZONING BOUNDARY		CHANGE FROM OS TO RCM	
Zone Title	Zone Symbol	Zone Title	Zone Symbol	Zone Title	Zone Symbol
Residential Special Density	RSD	Downtown Commercial	DTC	Community Service	CS
Residential Low Density	RLD	Downtown Smithville	DTS	Innovation District	ID
Residential Medium Density	RMD	General Commercial	GC	Open Space	OS
Residential High Density	RHD	Residential/Commercial Mix	RCM	Cemetery	C
Mobile/Mini Home Residential	MHR	Highway and Tourist Commercial	HTC	Environmental Protection	EP
Mosaic Residential	MR	Shopping Centre	SC	Environmental Conservation	EC
Comprehensive Residential	CRDA	Large Scale Commercial	LSC	Protected Water Supply Area	PWSA
Development Area		Waterfront Mixed Use	WMU	Rural	R
Townsite Residential	TR	General Industrial	GI	Solid Waste/Scrap Yard	SW/SY
Townsite Commercial	TC	Light Industrial	LI	Mineral Working	MW
Downtown Residential	DTR	Hazardous Industrial	HI	Special Management Area	SMA

CITY OF CORNER BROOK

PROJECT TITLE:
DEVELOPMENT REGULATIONS 2012

DRAWING TITLE:
PROPOSED LAND USE ZONING MAP C-2 (AMENDMENT No. 24-03)

<p>City of Corner Brook Community Services Department Planning Division</p>	DATE: JULY 2024	
	SCALE: 1:1000	

DESCRIPTION
LAND USE ZONING TO CHANGE FROM OPEN SPACE TO RESIDENTIAL COMMERCIAL MIX

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 Development Regulations 2012, Map C-2 has been prepared in accordance with the requirements of the Urban and Rural Planning Act.

M.C.I.P. _____
DATE _____ (M.C.I.P. SEAL)

SEAL AND SIGNATURE

Certified that this City of Corner Brook Development Regulations a Plan 2012, Map _____ is a correct copy of the Development Regulations 2012, Map _____ approved by the Council of the City of Corner Brook on the _____ day of _____ (month) (year)

MAYOR _____
CLERK _____ (COUNCIL SEAL)
DATE _____

Municipal Plan/Amendment
REGISTERED

Number _____
Date _____
Signature _____



LEGEND		ZONING BOUNDARY		CHANGE FROM OS TO RCM			
<u>Land Use Designations</u>							
Residential	<input type="checkbox"/> RES	Shopping Centre	<input type="checkbox"/> SC	Open Space	<input type="checkbox"/> OS	Mineral Working	<input type="checkbox"/> MW
Comprehensive Residential Development Area	<input type="checkbox"/> CRDA	Large Scale Commercial	<input type="checkbox"/> LSC	Cemetery	<input type="checkbox"/> C	Special Management Area	<input type="checkbox"/> SMA
Townsite Heritage Conservation District	<input type="checkbox"/> THCD	Waterfront Mixed Use	<input type="checkbox"/> WMU	Environmental Protection	<input type="checkbox"/> EP		
Downtown	<input type="checkbox"/> DT	General Industrial	<input type="checkbox"/> GI	Environmental Conservation	<input type="checkbox"/> EC		
General Commercial	<input type="checkbox"/> GC	Light Industrial	<input type="checkbox"/> LI	Protected Water Supply Area	<input type="checkbox"/> PWSA		
Residential/Commercial Mix	<input type="checkbox"/> RCM	Hazardous Industrial	<input type="checkbox"/> HI	Rural	<input type="checkbox"/> R		
Highway and Tourist Commercial	<input type="checkbox"/> HTC	Innovation District	<input type="checkbox"/> ID	Solid Waste/Scrap Yard	<input type="checkbox"/> SW/SY		
Community Service	<input type="checkbox"/> CS						

CITY OF CORNER BROOK

PROJECT TITLE:
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:
GENERALIZED FUTURE LAND USE MAP A AMENDMENT NO. 24-03

City of Corner Brook Community Services Department Planning Division	DATE: JULY 2024	
	SCALE: 1:1000	

DESCRIPTION

LAND USE DESIGNATION CHANGE FROM OPEN SPACE TO RESIDENTIAL COMMERCIAL MIX

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 _____ has been prepared in accordance with the requirements of the Urban and Rural Planning Act.

M.C.I.P. _____
DATE _____ (M.C.I.P. SEAL)

SEAL AND SIGNATURE

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

MAYOR _____
CLERK _____ (COUNCIL SEAL)
DATE _____



**CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT No. 24-03**

Rezoning of 29 Humber Road

July, 2024

CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT No. 24-03
REZONING OF 29 HUMBER ROAD

Background

The Planning and Development Department received a development proposal for 29 Humber Road (the ‘Subject Property’) for ‘personal service’ (photography studio) and ‘office’ on the first floor with ‘dwelling unit’ (apartment) on the second floor. The Subject Property is currently zoned ‘Open Space (OS)’, which prohibits the proposed uses. Until spring 2023, the building was used for a multipurpose ‘general industry’ use, which included such activities office, wood burning appliance sales and repair, propane tank refills; and welding and sheet metal working. The previous uses are also prohibited in the ‘Open Space (OS)’ zone; as such, the former development was legal non-conforming. Since the former uses have been discontinued for a period greater than six (6) months, non-conforming use rights are extinguished as per section 108 of the *Urban and Rural Planning Act, 2000*.

Through the ongoing Municipal Plan Review process, due to be completed by the end of 2024, the Subject Property is proposed to be rezoned to a mixed-use zoning to reflect the transition of uses and re-development potential for this area. However, due to time constraints, the property owner has submitted a rezoning application to expedite the process.

The purpose of this map amendment is thus to re-designate the Subject Property from ‘Open Space (OS)’ to ‘Residential/Commercial Mix (RCM)’. This amendment coincides with a map amendment to the City’s Development Regulations (see ‘Development Regulations Amendment No. 2024-03’).

The RCM zone is a commercial zone allowing a mix of residential and commercial uses:

PERMITTED USE CLASSES - (see Regulation 127)

Child care, office, medical and professional, personal service, general service, taxi stand, shop**, apartment building, take-out food service, convenience store, single dwelling*, double dwelling*.

*(See condition no. 12) **(See condition no.17)

DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)

Veterinary, educational, amusement, commercial residential, boarding house residential, communications, antenna, club and lodge, row dwelling, home based occupation*, catering**, service station***.

*(See condition no.6) **(See condition no. 10) *** (See condition no. 13)

The Subject Property is fully serviced (water and wastewater) and within the Municipal Services Area (MSA).

The supporting plan policy for this amendment is located in the corresponding 'IMSP Amendment No. 2024-01.'

Public Consultation

[To be completed follow consultation]

Development Regulations Amendment No. 24-01

The Corner Brook Development Regulations is hereby amended by rezoning city-owned land on the north side of Corporal Pinksen Memorial Drive from 'Mosaic Residential (MR)' to 'Innovation District (ID)' as per attached 'C1-C5 Zoning Map – Amendment No. 24-01.'



**CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT No. 24-03**

Rezoning of 29 Humber Road

July, 2024

CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT No. 24-03
RE-DESIGNATION OF 29 HUMBER ROAD

Background

The Planning and Development Department received a development proposal for 29 Humber Road (the ‘Subject Property’) for ‘personal service’ (photography studio) and ‘office’ on the first floor with ‘dwelling unit’ (apartment) on the second floor. The Subject Property is currently zoned ‘Open Space (OS)’, which prohibits the proposed uses. Until spring 2023, the building was used for a multipurpose ‘general industry’ use, which included such activities office, wood burning appliance sales and repair, propane tank refills; and welding and sheet metal working. The previous uses are also prohibited in the ‘Open Space (OS)’ zone; as such, the former development was legal non-conforming. Since the former uses have been discontinued for a period greater than six (6) months, non-conforming use rights are extinguished as per section 108 of the *Urban and Rural Planning Act, 2000*.

Through the ongoing Municipal Plan Review process, due to be completed by the end of 2024, the Subject Property is proposed to be rezoned to a mixed-use zoning to reflect the transition of uses and re-development potential for this area. However, due to time constraints, the property owner has submitted a rezoning application to expedite the process.

The purpose of this map amendment is thus to re-designate the Subject Property from ‘Open Space (OS)’ to ‘Residential/Commercial Mix (RCM)’. This amendment coincides with a map amendment to the City’s Development Regulations (see ‘Development Regulations Amendment No. 2024-03’).

The RCM zone is a commercial zone allowing a mix of residential and commercial uses:

PERMITTED USE CLASSES - (see Regulation 127)

Child care, office, medical and professional, personal service, general service, taxi stand, shop**, apartment building, take-out food service, convenience store, single dwelling*, double dwelling*.

*(See condition no. 12) **(See condition no.17)

DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)

Veterinary, educational, amusement, commercial residential, boarding house residential, communications, antenna, club and lodge, row dwelling, home based occupation*, catering**, service station***.

*(See condition no.6) **(See condition no. 10) *** (See condition no. 13)

The Subject Property is fully serviced (water and wastewater) and within the Municipal Services Area (MSA).

Plan Policy Framework

Subsection 2.4.3 contains the broad servicing and infrastructure goals of the city. Goal II outlines the importance of steering growth to fully serviced areas of the city:

II. Ensure that development will be staged in a manner that makes full and best use of existing water, stormwater, sewer and emergency services to enhance the affordability and efficiency of infrastructure.

Subsection 3.3 contains the policy framework for Growth Planning. This subsection stresses the importance of focusing future urban developments within the Municipal Services Area (MSA) where significant investments have been made.

Re-development, infill, and intensification are strongly supported in the Municipal Plan. Although not formally defined in the Municipal Plan or Development Regulations, paragraph 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. 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

Public Consultation

[To be completed follow consultation]

Municipal Plan Amendment No. 24-03

The Corner Brook Integrated Municipal Sustainability Plan is hereby amended by re-designating the Subject Property at 29 Humber Road from 'Open Space (OS)' to 'Residential/Commercial Mix (RM)' as per attached 'Generalized Future Land Use Map A – Amendment No. 24-03.'



Request for Decision (RFD)

Subject: 26 Union Street (Discretionary Use)

To: Deon Rumbolt

Meeting: Regular Meeting - 19 Aug 2024

Department: Development and Planning

Staff Contact: Darryl Skinner, Development Skinner

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

Attachments: [26 Union Street \(memo \)](#)
[Attachment #1](#)

BACKGROUND INFORMATION:

On July 17th, 2024 the application was placed on the City of Corner Brook's website and also was advertised in the local newspaper giving the general public a chance to express any concerns that they may have with this development. The city did receive one response against the proposed development. A summary can be found in the attached memo.

PROPOSED RESOLUTION:

Be it resolved that Council of the City of Corner Brook in its Authority approve the application for the proposed Car Rental & Car Wash business at 26 Union Street, Corner Brook, NL.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
City of Corner Brook Development Regulations
Section 128

RECOMMENDATION:

After reviewing the proposed application and location, staff does not feel that the Car Rental & Car Wash business will have any negative impacts on the surrounding area. Therefore, it is recommended that Council approve the application for the proposed Car Rental & Car Wash Business at 26 Union Street, Corner Brook, NL.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the application for the proposed Car Rental & Car Wash business at 26 Union Street as recommended.
2. That the Council of the City of Corner Brook not approve the application for the proposed Car Rental & Car Wash business at 26 Union Street.
3. That the Council of the City of Corner Brook to give other direction to Staff.

	Approved - 08 Aug 2024
Director of Community, Engineering, Development & Planning	Approved - 12 Aug 2024
Administrative Assistant	Approved - 12 Aug 2024

City Manager

Memo

Development & Planning

To: Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: August 7, 2024

Re: Discretionary Use / 26 Union Street

The City of Corner Brook has received an application requesting permission to operate a Business & Personal Service Use, (Car Rental & Car Wash) from the building located at 26 Union Street, Corner Brook, NL. The building is in a Light Industrial Zone where the proposed uses are considered a **Discretionary Use** as outlined in the City of Corner Brook's Development Regulations.

On July 17, 2024, the application was placed on the City of Corner Brook's website and was also advertised in the local newspaper giving the public a chance to express any concerns that they may have with this business. The city did receive one objection to the proposed development as outlined below.

Concern with the development:

1. The applicant has been operating the proposed business from this location in the past without the proper permit therefore should be deined.

The applicant was given approval by the City of Corner Brook to operate the current Vape Shop at this location in January of 2022. The following summer the business was renting a couple of vehicles which would have been considered an accessory use. Since that time the number of vehicles being rented have increased and a car wash as been added. Therefore, this business would no longer be considered an accessory use and is now a separate/second business.

After much consideration and reviewing the proposed application & location, staff does not feel that a Car Rental/Car Wash Business would have any negative impacts on the surrounding area.

Therefore, it is recommended that Council approve the application for the proposed Car Rental/Car Wash Business at 26 Union Street, Corner Brook, NL.

Sincerely,


Darryl Skinner Development

Attachments:

1. Picture of Lot Location
2. RFD

26 Union Street

Proposed Car Rental & Car Wash



City of Corner Brook
Community Services Department
Planning Division

5 Park St, Corner Brook, NL (PO Box 1080)
Corner Brook, NL, Canada, A2H 6E1
709-637-1666 city.hall@cornerbrook.com

PROJECT:

TITLE:

NOTES:

LOCATION:

PREPARED BY:

DEPARTMENT:

DATE:

PAGE: OF VERSION:



Request for Decision (RFD)

Subject: Discretionary Use - Home Based Business - 5 Woodrow Avenue

To: Deon Rumbolt
Meeting: Regular Meeting - 19 Aug 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Discretionary Use - 5 Woodrow Avenue
Attachments: [Application - 5 Woodrow Avenue](#)
[Memo - Home Based Business - 5 Woodrow Avenue](#)
[Figure 1 - 5 Woodrow Avenue](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based business (baking and decorating baked goods such as cakes and cupcakes) from the dwelling located at 5 Woodrow Avenue which is located in a Residential Medium Density Zone. A home based business is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 5 Woodrow Avenue indicating the above mentioned request. As a result of this notice, no submissions were received.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business from the dwelling located at 5 Woodrow Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business from the dwelling located at 5 Woodrow Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business from the dwelling located at 5 Woodrow Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.

3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 15 Aug 2024
Director of Community, Engineering, Development & Planning	Approved - 15 Aug 2024
Administrative Assistant	Approved - 15 Aug 2024

City Manager

From: ONLINE PERMIT SUBMISSION <website@cornerbrook.com>
Sent: July 3, 2024 5:36 PM
To: Rumbolt, Deon
Subject: Online Permit Submission

Date

07/03/2024

Owner Name

[REDACTED]

Phone Number

[REDACTED]

Email

[REDACTED]

Owner / Applicant Address

5 Woodrow avenue
 Corner Brook, Newfoundland and Labrador A2H7V6
 Canada
[Map It](#)

Property Address

5 Woodrow avenue
 Corner Brook, Newfoundland and Labrador A2H7V6
 Canada
[Map It](#)

Builder Address

Newfoundland and Labrador
 Canada
[Map It](#)

Development Type (Please check appropriate box)

- HOME BASED BUSINESS

Description of Work

Baking and decorating baked goods such as cakes and cupcakes.

Estimated Construction Value (MATERIALS & LABOUR)

\$ 0.00 CAD

DECLARATION

I agree to terms in the declaration

Consent

I agree to the privacy policy stated below.

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **5 Woodrow Avenue – Home Based Business**
Date: August 13, 2024

The City of Corner Brook has received an application to operate a home based business (baking and decorating of baked goods) from the dwelling located at 5 Woodrow Avenue which is located in a Residential Medium Density Zone.

A home based business is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 5 Woodrow Avenue 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 single dwelling use with a subsidiary apartment and the proposed home based business.

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



 <p>City of Corner Brook Community Services Department Planning Division</p> <p>5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 8E1 709-637-1666 city.hall@cornerbrook.com</p>	<p>PROJECT: Discretionary Use</p>	<p>NOTES:</p>	<p>LOCATION: 5 Woodrow Avenue</p>	
	<p>TITLE: Home Based Business</p>		<p>PREPARED BY: J. King</p>	
	<p>THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.</p>		<p>DEPARTMENT: Development & Planning</p>	
			<p>DATE: 2024-08-13</p>	
			<p>PAGE: 1 OF 1</p>	<p>VERSION: 1</p>



Request for Decision (RFD)

Subject: Discretionary Use - Home Based Business - 128 Humber Road

To: Deon Rumbolt
Meeting: Regular Meeting - 19 Aug 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Discretionary Use - 128 Humber Road
Attachments: [Application - 128 Humber Road](#)
[Memo - Home Based Business - 128 Humber Road](#)
[Figure 1 - 128 Humber Road](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application requesting permission to operate a home based business at 128 Humber Road which is located in a Residential Medium Density Zone. The nature of the business is to provide alterations/tailoring services by appointment only, and only one client at a time will visit the premises. A home based business is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 128 Humber Road indicating the above mentioned request. As a result of this notice, no submissions were received.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business from the dwelling located at 128 Humber Road in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business from the dwelling located at 128 Humber Road in accordance with Regulation 11 - Discretionary Powers of Authority.

- 2. That Council not approve the application to operate a home based business from the dwelling located at 128 Humber Road in accordance with Regulation 11 - Discretionary Powers of Authority.
- 3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 15 Aug 2024
Director of Community, Engineering, Development & Planning	Approved - 15 Aug 2024
Administrative Assistant	Approved - 15 Aug 2024

City Manager

CITY OF CORNER BROOK

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

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: _____	DATE: 06/25/2024
ADDRESS: 128, Humber Road	EMAIL: _____
CITY: Corner Brook	PROVINCE: NL
POSTAL CODE: A2H1G3	TELEPHONE: _____


PROPERTY LOCATION: Same as above

BUILDER:

ADDRESS:

CITY: _____ PROV _____

POSTAL CODE: _____ TELE _____



Owner & Manager

 128 Humber Road, Corner Brook, NL

BUILDING PERMIT APPLICATION (Please check appropriate)

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

DEVELOPMENT APPLICATION (Please check appropriate box)

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

DESCRIPTION OF WORK: Alterations & Tailoring Services.

ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ _____

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

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

SIGNED BY: _____ APPLICANT: _____
 PROPERTY OWNER: _____ WITNESS: _____

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

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **128 Humber Road – Home Based Business**
Date: August 13, 2024

The City of Corner Brook has received an application to operate a home based business (alterations/tailoring services) from the dwelling located at 128 Humber Road which is located in a Residential Medium Density Zone.

A home based business is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 128 Humber Road indicating the above mentioned request. As a result of this notice, no submissions were received.

For information purposes, services will be provided by appointment only, with one customer at a time.


A site inspection by City staff has revealed that there is sufficient parking at this location for the existing single dwelling use and the proposed home based business.

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
 Community Services Department
 Planning Division
 5 Park St, Corner Brook, NL (PO Box 1080)
 Corner Brook, NL, Canada, A2H 6E1
 709-637-1666 city.hall@cornerbrook.com

PROJECT: Discretionary Use
TITLE: Home Based Business
 THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

NOTES:

LOCATION: 128 Humber Road
PREPARED BY: J. King
DEPARTMENT: Development & Planning
DATE: 2024-08-13
PAGE: 1 OF 1 **VERSION:** 1



Request for Decision (RFD)

Subject: Recreational Vehicles Regulation, 2022 – Revised Schedule “A”

To: Darren Charters

Meeting: Regular Meeting - 19 Aug 2024

Department: Protective Services

Staff Contact: Todd Flynn, Director of Protective Services

Topic Overview: Recreational Vehicles Regulation, 2022 – Revised Schedule “A”

Attachments: [Comments received](#) [Recreational Vehicle Regulations 2022-added streets Schedule A 2024](#)

BACKGROUND INFORMATION:

After a successful 2019 pilot of the new Recreational Vehicle Regulation, the City is further considering the addition of more streets to the list of streets that All Terrain Vehicles can legally operate in the City of Corner Brook, during the ATV season, as noted in the current regulation.

The City conducted a public consultation on this motion and received comments from seven people of which 3 were opposed to the added streets and 4 were in support of adding the extra streets. A copy of the comments received is attached. Hilliards Road no longer has a trailhead and is to be removed from the Designated Route list.

PROPOSED RESOLUTION:

Be it **RESOLVED** that Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 15 of the of the Offroad Vehicles Act, 2021 and all other enabling powers, the Council of the City of Corner Brook hereby amends the Recreational Vehicles Regulation 2019, by adding a revised Schedule A which will permit operation on more streets as follows:

- West Valley Road to connect Confederation Drive to West Street,
- Sunnyslope Drive, Country Road, Popular Road, and Caribou Road, to connect Lundrigan Drive to Broadway,
- For the 2025 ATV season, starting May 01st, 2025, Corporal Pinksen Drive, University Avenue, and Mt. Bernard Avenue connecting Elizabeth Street area to Main Street;

FINANCIAL IMPACT:

There will be more signage required on the newly permitted streets, if the motion is approved.

Legal Review: Yes

LEGAL REVIEW:

Amendment is like 2022 revision that was reviewed at that time.

RECOMMENDATION:

After review of the public consultation, City staff recommend the approval of all streets except for Elizabeth Street and Grenfell Drive. It recommends that Elizabeth Street and Grenfell Drive be replaced by Corporal Pinsent Memorial Drive as noted by a commentor. The commentor noted the busyness of Elizabeth Street and the more appropriateness of Corporal Pinksen Drive, of which, City staff concur.

ALTERNATIVE IMPLICATIONS:

1. Proceed with the original Motion to add all streets as originally proposed.
2. Proceed with a revised motion that removes “Elizabeth Street” and “Grenfell Drive” replaces it with “Corporal Pinksen Memorial Drive”.
3. Cancel the motion and not revise the regulation.

Director of Protective Services	Approved - 14 Aug 2024
Director of Community, Engineering, Development & Planning	Approved - 14 Aug 2024
Administrative Assistant	Approved - 14 Aug 2024

City Manager

August 19th, 2024 – Proposed amendment to 2022 Recreational Vehicle Regulations

Comments received in relation to proposed amendment to the Recreational Vehicle Regulations.

Date	Comments	Staff Comments
July 23, 2024, via email	I'd like to express my support for the proposed amendments. With appropriate levels of compliance monitoring and enforcement, this will improve Corner Brook's already envied tourism position as an ATV-friendly community and will enhance access to multiple trailheads for residents.	No comment.
July 24 th , 2024, via email	Just a note of support for the notice of motion to amend the Recreational Vehicles Regulation to include the three areas listed for the August 19, 2024, meeting. Great idea and needed to allow access from existing trails to the downtown area.	As stated, the purpose of this amendment to add streets is to connect the current designated regions in the City.
July 30 th , 2024, via email	<p>██████████ and I have an ATV, but ██████████ to buy a larger vehicle or trailer. With the ATV route, it gives people like myself an opportunity to go for a ride and take ██████████ for a ride, without getting into trouble with the law for driving illegally.</p> <p>This is my first summer owning an ATV, and it's been an absolute ██████████ knowing I could hop on at any time and go for a cruise without having to find someone to pay to tow my ATV to a wooded area.</p> <p>Thank you for making Corner Brook that much more fun for us ██████████ people 😊</p>	While it is legal to use an ATV in this manner on designated streets, our bylaw is meant for recreation and tourism, and not as an alternate form of transportation.
August 02 nd , 2024, via email	I am writing as a citizen of Corner Brook, as well as in my role of ██████████ ██████████	This is a legitimate concern from a ██████████ ██████████ Acknowledgement of this risk has guided the City's approach to allowing All-Terrain

August 19th, 2024 – Proposed amendment to 2022 Recreational Vehicle Regulations

	<p>increased usage of ATVs within the city of Corner Brook on West Valley Road, sunny slope and around the university area.</p> <p>I have seen on multiple occasions these machines being used by persons without helmets or seatbelts, they often do not have turn or brake signaling and there seems to be little if any enforcement in the location, speed and safety operation of these machines.</p> <p>I see significant [REDACTED] every summer from the use of these machines and frankly think it's very hazardous but also unconscionable to put the citizens of the city including pedestrians at risk by these machines. Additionally, as a resident [REDACTED], where vehicles already travel well above the speed limit with very little traffic calming maneuvers I feel that the addition of ATVs will only cause more issues</p> <p>Thanks for your time, I'm happy to provide [REDACTED] the [REDACTED] risk of these machines and why we should not be advocating their use at all let alone within our city boundaries</p>	<p>Vehicles on City streets. Rather than fully opening City streets to recreational vehicles, the City took a balanced and incremental approach by only opening and designating certain streets and doing so to allow our residents to adjust to the vehicle changes on our streets.</p> <p>To date, we have not experienced any accidents or injuries because of the changes to our Recreational Vehicle Regulations.</p> <p>Notably, the Regulations prescribe the requirements of the operators, when and where they operate, and how they operate. It appears that operators are abiding by our regulations, which is keeping their integration onto our City streets safe and manageable.</p>
<p>August 02nd, 2024, via email</p>	<p>In response to the release posted on the city's website, I'd like to express my concern regarding points #2 and #3 in the proposal:</p> <p>2. Sunnyslope Drive, Country Road, Popular Road, and Caribou Road, to connect Lundrigan Drive to Broadway,</p>	<p>Point #2: The provincial Offroad Vehicles Act only allows travel up to 1 km to a trailhead on provincial roads. The distance proposed would be more than 5 kms. Lewin Parkway is a provincial road thus we cannot designate more than 1 km on the Lewin Parkway to connect our designated routes.</p>

August 19th, 2024 – Proposed amendment to 2022 Recreational Vehicle Regulations

	<p>3. For the 2025 ATV season, starting May 01st, 2025, Elizabeth Street, Grenfell Drive, University Drive, and Mt. Bernard Avenue to connect Elizabeth Street area to Main Street.</p> <p>Lewin Parkway and Corporal Pinksen Drive seem like a far more appropriate and scenic route for Offroad Vehicle Operators to access the areas listed here. Country Road, Poplar Road and Sunnyslope drive already see a significant amount of traffic and parts can be quite congested.</p> <p>I am proud to see the city welcoming Offroad Vehicle operators better access to the city, as I believe it is a driver of economic growth and an attractive tourism product. These operators certainly need access to businesses and commercial areas. However, routing traffic through a residential area when there is a larger and more scenic roadway seems like a suboptimal choice.</p> <p>Thank you for considering this feedback,</p>	<p>The current proposed route can be designated by City Council.</p> <p><u>Point #3.</u> Staff concur with this recommendation and will make the recommendation to council to amend the proposed regulation Schedule A accordingly.</p>
<p>August 07th, 2024, via telephone</p>	<p>I want to express my support for the proposed amendment to the ATV regulations that allows the added streets. Thank you and I think it a great idea!</p>	

Schedule "A"

Permitted All-Terrain Vehicle Routes

All-terrain vehicles are permitted to travel on or along the following highways:

- Riverside Drive (west from intersection of the Northshore Highway)
- Main Street
- Herald Avenue
- Broadway
- Pier Road
- Griffin Drive
- Petries Street (from the intersection of Curling Street to the intersection of Hilliards Road)
- Hilliards Road
- Confederation Drive
- Massey Drive
- Lundrigan Drive
- Sunnyslope Drive
- Country Road
- Popular Road
- Caribou Road (from intersection of Popular Road to Broadway)
- West Valley Road
- Effective May 01st, 2025:
 - Elizabeth Street (from north of Charles Street intersection)
 - Grenfell Drive
 - University Avenue (from intersection of Grenfell Drive south to O'Connell Drive)
 - Mt. Bernard Avenue

All-terrain vehicles are permitted to travel on or along the following public pathways:

- Trail between the end of Pier Road and Griffin Drive.

All-terrain vehicles can travel the designated one-kilometer zone/s on the provincially owned highways as follows:

- Lewin Parkway to access the designated route of Lundrigan Drive;
- O'Connell Drive extension to access the designated route of Hilliards Road;
- North Shore Highway (Route 440) to access the Hughes Brook trailhead.

Information Report (IR)



Subject: Notice of Motion- Taxi Regulations 2018

To: Darren Charters
Meeting: Regular Meeting - 19 Aug 2024
Department: Protective Services
Staff Contact: Todd Flynn, Director of Protective Services
Topic Overview: Notice of Motion- Taxi Regulations 2018
Attachments: [Changes to Taxi Regulations for 2024](#)
[Taxi Regs revised July 19-2024-final](#)

BACKGROUND INFORMATION:

In accordance with Section 39 of the City of Corner Brook Act, a notice of motion is required for the amendment, repeal and passing of bylaws/regulations of the City of Corner Brook.

Whereas Section 229 of the City of Corner Brook Act, 1990 authorizes Council to make regulations:

- fixing the number of taxis in the city;
- requiring that the operators of taxis have a licence to operate in the city and fixing a fee to be paid for the licences;
- fixing fares to be paid by users of taxis;
- prescribing the inspection of taxis on an annual or other basis that the council may set out in the regulations;
- setting out standards for taxis; and
- authorizing and assigning stands for taxis, and the erection and maintenance of the stands.

Therefore, Notice is hereby given that at the Public Council Meeting on September 09th, 2024, the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 229 of the City of Corner Brook Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby adopts and enacts the Taxi Regulations 2024, and thereby repeals the City of Corner Brook Taxi Regulations 2018.

Director of Protective Services
 Director of Community, Engineering,
 Development & Planning

Approved - 14 Aug 2024
 Approved - 14 Aug 2024

Administrative Assistant

Approved - 14 Aug 2024

City Manager

TAXI REGULATIONS – a brief of the changes

Recently it has been identified that the current definition of “Taxi” required that we regulate “Chauffeur Services” as well. Also, the NL government has enacted Ride Sharing Legislation that supersedes our Taxi Regulations.

Proposed changes to our Taxi Regulations are as follows:

SECTION	NEW SECTIONS / CHANGES	DESCRIPTION
2. (e)	Added definition of “Chauffeur Service.”	This definition of Chauffeur Service differentiates this service from that of a taxi service.
2. (l)	Added definition of “Luxury” vehicle.	This definition of Luxury vehicle differentiates it from an economy or average vehicle.
2. (p)	Added definition of a “Taxi Service”.	This definition of Taxi Service has been added to further differentiate from other passenger conveyance services.
2. (q)	Added definition of “Ride Share Service”.	This recognizes and provides a definition of Ride Share Service to differentiate this service from that of a taxi service.
2. (r)	Furthered the definition of “Suburban” Taxi.	This provides more definition to “Suburban” Taxi to differentiate from taxi.
3. (a) & (b)	Added an Exemption of Chauffeur Service and Ride Share Service from the Taxi Regulations.	This section exempts Chauffeur Service and Ride Sharing Services from the requirements of the Taxi Regulations, however, empowers our Inspector to audit and inspect records and vehicles to confirm that exemption requirements are met.
4.	Outlines offense to operate without a taxi permit or exemption.	This establishes the offense of operating any form of passenger conveyance service without a permit from the City unless the service is exempted under the regulation.
5.	Section introduction added.	For clarification.
5.vii	Section number change.	Changed to reference the correct section 10 (a).
5.(a) viii	Changed “Hospitality Course” requirements.	“Hospitality Course” requirement of attendance within one year of being issued a taxi license to: participating in a “Customer Service, Tourism, and or Hospitality Course”, when prescribed by the City.
10. (b)	Section number change.	Clause on insurance requirement repositioned to proper reference section of 10 (a).
33.	Wording change	More precise wording: ... <i>“provided that Council decides not to revoke such license under this section if it is of the opinion that such license should not be revoked”</i> changed to: <i>“unless Council decides that such license not be revoked.”</i>
42.(b)	Added composition of Appeals Committee and gives time limit for the appeal to be heard.	Clause reads as follows: <i>“The Appeals Committee shall be comprised of the City Manager and two (2) Councillors and shall hear the appeal within fifteen (15) days of it being submitted to the City Clerk;”</i>

**CITY OF CORNER BROOK
TAXI REGULATIONS 2024**

PURSUANT to the powers vested in it under Sections 44, 229 and 438 of the *City of Corner Brook Act*, R.S.N.L. 1990, c. C-15, as amended, and all other powers it is enabling, the Corner Brook City Council, in a session convened on the _____ day of _____, 2024, hereby passes and enacts the following regulations.

PART I | GENERAL

SHORT TITLE	1.	This regulation may be cited as the <i>City of Corner Brook Taxi Regulations</i> .
DEFINITIONS	2.	<p>In these Regulations:</p> <p>(a) “Annual Taxicab Operating License” means a license to own and operate a motor vehicle as a Taxicab and being in the form of Schedule “A” to these Regulations;</p> <p>(b) “Annual Taxicab Driving License” means a license to drive an approved Taxicab and being in the form of Schedule “B” to these Regulations;</p> <p>(c) “Annual Taxi stand Operator’s License” means a license to operate a fixed place of business as a Taxi stand being in the form of Schedule “C” to these Regulations;</p> <p>(d) “Appeals Committee” means the Committee established by Council with authority to hear appeals of decisions made or actions taken pursuant to the provisions of these Regulations;</p> <p>(e) “Chauffeur Service” means a prebooked transportation service provided by a professional driver (chauffeur) in a high quality or luxury vehicle. A chauffeur service requires that:</p> <ul style="list-style-type: none"> i. All rides to be prebooked at least one hour in advance; ii. Vehicles must be classified as luxury or premium vehicles; and iii. Charges are to be pre-arranged flat rate or hourly

		<p>rate, rather than a meter;</p> <p>(f) "City" means the City of Corner Brook;</p> <p>(g) "Council" means the Council of the City of Corner Brook;</p> <p>(h) "Cruising" means the driving of a Taxicab on the streets or public places of the City in search of, or soliciting prospective passengers for hire;</p> <p>(i) "Driver" means a person who drives or has the care or control of a Taxi;</p> <p>(j) "Hire" or "Compensation" means any money, thing, value, payment, consideration, reward, tip, donation or gratuity paid to, accepted or received by the owner or driver of any vehicle in exchange for transportation of a person or persons whether paid upon solicitation, demand, contract or voluntarily.</p> <p>(k) "Inspector" means the person appointed by the Council to supervise all vehicles and persons licensed under these Regulations and to enforce compliance with the provisions of these Regulations.</p> <p>(l) "Luxury" vehicle means a passenger vehicle built by a luxury automaker and provides an above average to high end levels of comfort, features, and equipment. Luxury vehicles include those that are "Subject Vehicles" under the federal government "Luxury Items Tax Act".</p> <p>(m) "Owner" means;</p> <ul style="list-style-type: none"> i. the person who holds the legal title to a vehicle; ii. in the case of a vehicle that is registered in accordance with the Highway Traffic Act, R.S.N.L. 1990, c. H-3, as amended, the person in whose name it is registered; iii. in the case of a vehicle which is the subject of a mortgage, the mortgagor if the mortgagor is entitled to possession of the vehicle; iv. in the case of a vehicle which is the subject of a hire-
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		<p>purchase agreement, the person in possession of the vehicle under the agreement, or</p> <p>v. in the case of a vehicle which is the subject of a conditional sale contract, the buyer under the conditional sale contract if the buyer is entitled to possession of the vehicle;</p> <p>(n) "Taximeter" or "Meter" means a mechanical or electronic instrument attached to a Taxicab and is mechanically or electronically operated to measure and display distance traveled, or waiting time or both, and upon which such change is plainly registered by means of figures indicating dollars and cents;</p> <p>(o) "Taxi" or "Taxicab" means any motor vehicle, other than a bus or a school bus, operated for the conveyance of passengers for Hire or Compensation</p> <p>(p) "Taxi Service" means conveyance of passengers in a Taxi for Hire or Compensation but does not include a Ride Sharing Service, Chauffeur Service, or service provided by a Suburban Taxi;</p> <p>(q) "Ride Sharing Service" is as defined by NL Transportation Network Company Regulations under the <i>Highway Traffic Act</i>, R.S.N.L. 1990, c. H-3, as amended that is provided by a transportation network company holding a valid license for same under the Highway Traffic Act; and</p> <p>(r) "Suburban Taxi" means any vehicle used or employed in the transportation of passengers to or from a point in the City, from or to a point situated outside the limits of the City that is not licensed under these regulations and which:</p> <ol style="list-style-type: none"> i. Prebooks all rides at least one hour in advance; and ii. Charges a pre-arranged flat rate or hourly rate, rather than a meter; <p>(s) "Waiting Time" means the time which has passed while the</p>
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		Taxicab is not in motion at the direction of the passenger and the time which has passed while waiting for the passenger after having responded to a call.
EXEMPTION	3.	<p>a) For further clarity, provisioning of the following passenger conveyance services is exempt from the requirements applicable to “Taxi Services” prescribed by these Regulations:</p> <ul style="list-style-type: none"> i. Chauffeur Service; ii. Ride Sharing Services, and; iii. Suburban Taxis services. <p>b) The City may audit and inspect records and vehicles to confirm exemption compliance criteria is met;</p> <ul style="list-style-type: none"> i. The driver of all exempted services must hold a Class 04 Driver’s License as issued in accordance with the Highway Traffic Act, R.S.N.L. 1990, c. H-3, as amended. ii. All vehicles providing exempted services must have a valid Newfoundland Labrador Motor Vehicle Registration permit for a Taxicab.
TAXI PERMIT REQUIRED	4.	No person shall own or operate a “Chauffeur Service”, “Suburban Taxi”, or “Ride Sharing Service” without a Taxi permit from the City unless such service meets the definition of a Chauffeur Service, Ride Sharing Service or Suburban Taxi in these Regulations and the Provincial licensing requirements prescribed in sections 3 (a) and 3 (b) herein have been complied with.
PART II - TAXI REQUIREMENTS		
LICENSES	5.	<p>Licensing requirements for Taxi Services are as follows:</p> <p>a) No person shall operate or permit a vehicle owned or controlled by such person to be operated as a Taxi within the City without first having obtained an Annual Taxicab Operating License from the Council, which license shall be in</p>

		<p>the form attached as Schedule "A" to these Regulations.</p> <p>b) No person shall operate or permit a vehicle owned or controlled by such person to be operated as a Taxi except by a person who holds a Class 04 Driver's License as issued in accordance with the Highway Traffic Act, R.S.N.L. 1990, c. H-3, as amended.</p> <p>c) No person shall drive or act as a driver of any Taxicab without first having obtained an Annual Taxicab Driving License from Council, which license shall be in the form of Schedule "B" to these Regulations.</p> <p>d) The Annual Taxicab Driving License shall, at all times, have affixed to it a photograph, approved by the Inspector, and the cost of such photograph shall be borne by the license holder.</p> <p>e) Council may require the operator of a Taxi stand to obtain an Annual Taxi stand Operator's License which said License may be in the form of Schedule "C" to these Regulations, or in such form as Council may determine.</p>
<p>APPLICATION REQUIREMENTS</p>	<p>6.</p>	<p>(a) An application for an Annual Taxicab Driving License, an Annual Taxicab Operating License and an Annual Taxi stand Operator's License or renewals thereof shall be filed with the Inspector on forms provided by the Council and such application shall provide such information, documentation and fees as required by the Council and these Regulations to determine the eligibility for such license including but not limited to the following:</p> <p>i. Criminal record/vulnerable sector check with Certificate of Conduct from the Royal Newfoundland Constabulary and or Royal Canadian Mounted Police and any other jurisdictions in which the applicant has resided in the ten (10) years prior to application and dated within thirty (30) days of the application;</p> <p>ii. a statutory declaration attesting to the matters required</p>

		<p>by the City or Council including the Taxi Driver Code of Conduct as identified in Schedule F of this regulation;</p> <ul style="list-style-type: none"> iii. if the applicant is a corporation, confirmation from the Province of Newfoundland Labrador Companies Registry that the corporation is active and in good standing; iv. for an Annual Taxicab Operating License, a valid Newfoundland Labrador Motor Vehicle Registration permit for the Taxicab; v. or an Annual Taxicab Driving License, a valid Newfoundland and Labrador provincial Class 4 Driver's License; vi. for an Annual Taxicab Driving License, a satisfactory Newfoundland Labrador Registry of Motor Vehicles drivers abstract dated within thirty (30) days of the date of application; and; vii. proof of the insurance coverage required by Regulation 10 (a) herein; viii. Every applicant for an Annual Taxicab Driving License shall participate in Customer Service, Tourism, and or Hospitality Course, when prescribed by the City. Failure to participate in the course shall result in the Annual Taxicab Driving License not being renewed. ix. No license shall be issued to any persons where the license issued to such person to operate a motor vehicle pursuant to the Highway Traffic Act, R.S.N.L. 1990, c. H-3, as amended and regulations thereunder is suspended or cancelled by virtue of the operation of any laws of Newfoundland and Labrador.
COMPLIANCE WITH LAWS	7.	Every person issued a license under these Regulations shall comply with all Municipal, Provincial and Federal laws applicable to the operation of motor vehicles in general and Taxicabs in particular.

MULTIPLE TAXICABS	8.	Every owner of more than one Taxicab required to be licensed under these Regulations shall obtain a separate license for each Taxicab.
LICENSES NOT TRANSFERABLE	9.	An Annual Taxicab Driving License and an Annual Taxicab Operating License shall not be transferable, and every Driver must always during operation of the Taxicab keep their Annual Taxicab Driving/Operating License clearly displayed in the Taxicab in a manner that makes it readily visible to any passenger.
INSURANCE COVERAGE	10.	<p>(a) No Annual Taxicab Operating License shall be issued under these regulations until there is lodged with the Inspector, a notarial certified copy of a policy of insurance issued by an insurance company licensed to sell such insurance in the Province of Newfoundland and Labrador, insuring the licensee in a minimum amount of \$1,000,000 (one million dollars) in respect of bodily injury to, or death of a passenger or passengers; and a minimum of \$1,000,000 (one million dollars) insurance coverage against all public liability and property damage arising out of the operation of the Taxicab in respect of which the Annual Taxicab Operating License is issued.</p> <p>(b) No person shall operate, or being the owner, allow another person to operate a Taxicab within the City unless there is in force, in respect of the Taxicab, a policy of insurance as required under section 10(a) for each and every operator and driver of the said Taxicab.</p>
NUMBER OF TAXICABS	11.	Council may from time to time, fix and alter the total number of Taxicabs which may be licensed under these Regulations and thereafter no license in excess of the number so fixed shall be issued by the Council.
LICENSE EXPIRY AND RENEWAL	12.	Every license issued under these Regulations shall relate to the period May 1st in any year to April 30th in the next succeeding year; and shall be valid from the date of issuance and shall expire on 30th of April of the next calendar year. April month of each year shall be designated as the renewal time period for an Annual Taxicab Driving License, Annual Taxicab Operating License and

		Annual Taxi Stand Operator License.
LICENSE DISPLAY	13.	Every driver licensed under these Regulations shall post his or her Annual Taxicab Driving License in such a place as to be in full view of all passengers while such driver is operating a Taxicab.
AGE OF LICENCEES	14.	Every owner and driver licensed under these Regulations shall be of the full age of nineteen (19) years.
FEES	15.	The prescribed fees for licenses to be issued under these Regulations shall be as set out in Schedule "E" attached hereto.
TAXICAB STANDARDS AND INSPECTION	16.	<p>(a) Any Taxi operating under these Regulations shall periodically be inspected by the Inspector at such intervals as shall be established by Council to ensure the continued maintenance of safe conditions.</p> <p>(b) The owner and driver of every Taxicab licensed under these Regulations shall keep the interior and exterior of such Taxicab clean, sanitary, dry and in good repair and without limiting the generality of the foregoing shall ensure that there is no accumulation of food, food wrappers, beverage containers, cigarette butts, ashes, packages or wrappers in the passenger compartment of the Taxi and whenever the owner or driver of any such cab receives a notice in writing, signed by the Inspector, that such Taxicab is not in fit condition for use, stating briefly the items complained of, the owner shall, within the time stated in such notice, put the Taxicab in fit and proper condition by remedying the items complained of.</p> <p>(c) The owner of every Taxicab in respect of which a license has been issued under these Regulations shall, when required, submit such Taxicab for examination by the Inspector, or any person authorized by the Inspector. No owner or driver shall, at any time, when a Taxicab is not employed, prevent or hinder the said Inspector, or any person authorized by the Inspector from entering a garage or other building for the purpose of inspecting the Taxicab.</p>

MOTOR VEHICLE INSPECTION CERTIFICATE		<p>(d) The owner of any Taxicab two model years or older must submit a valid NL Motor Vehicle Inspection Certification for the Taxicab to the Inspector at annual inspection, or whenever requested by the Inspector.</p> <p>(e) Where any licensed owner disposes of a Taxicab and acquires another Taxicab in its place, the owner shall submit the latter Taxicab to the Inspector for approval before using the same.</p> <p>(f) The owner of every Taxicab licensed under these Regulations shall, before commencing to transport passengers for hire in such vehicle, cause to be affixed upon the roof of such vehicle an illuminated sign. The illuminated sign shall be lit at the same time as the headlights of the vehicle are turned on.</p> <p>(g) The owner shall also ensure that the Taxi is in good repair, the body of the Taxi is undamaged and of consistent colour, the side windows are in good working order, and that the interior dome light operated by interior switch as well as when the doors open.</p> <p>(h) No owner or driver licensed under these Regulations shall exhibit on or about any Taxicab, any number, sign or card, other than those approved or obtained from the Council or Inspector, except the Taxicab's motor vehicle plates. No advertising of any kind is permitted.</p>
DRIVERS	17.	<p>(a) No Taxi stand owner or Taxicab owner shall permit any person to operate any vehicle for taxicab purposes, unless the person and vehicle are licensed under these regulations.</p> <p>(b) When any person employs a driver, the person shall immediately thereafter notify the Inspector that they have employed such driver, and where the driver quits their employ, such person shall immediately thereafter notify the Inspector to such effect.</p>
CRUISING	18.	No person shall cruise on, over or along any street in the City with a Taxicab for the purpose of obtaining fares, provided, however, that

		upon the completion of or on the return trip from any call, a Taxicab may stop for the purpose of taking on a passenger.
DOUBLE BILLING	19.	A driver of a licensed vehicle shall convey only the person or persons engaging his or her vehicle and shall not pick up other passengers while so engaged unless requested to do so by the person or persons who engaged the services. The carrying of passengers for separate fares is prohibited.
CANCELLATION	20.	(a) Any Annual Taxicab Driving License is automatically cancelled upon the driver's license issued pursuant to Highway Traffic Act, R.S.N.L. 1990, c. H-3, as amended or regulations made thereunder to the driver being suspended or cancelled. (b) Any Annual Taxicab Driving License is automatically cancelled upon the driver thereof being prohibited from driving a motor vehicle under and by virtue of the Criminal Code of Canada and amendments thereto.
CODE OF ETHICS	21.	Every driver and passenger shall comply with the Code of Ethics prescribed in Schedule "F" of these Regulations.
SMOKING	22.	(a) No person shall smoke while in a Taxicab. (b) Taxicab owners may post in their Taxicabs "No Smoking" signs and no person may smoke in a Taxicab.
EATING AND DRINKING	23.	Taxicab owners may post in their Taxicabs "No Eating" and or "No Drinking" signs and no person shall eat or drink in a taxicab where such sign/s are affixed.
MATERIAL CHANGES	24.	(a) Every person licensed under these Regulations shall, upon changing address, notify the Inspector thereof within seven (7) days of the new address. (b) Every owner licensed under these Regulations shall, in writing, inform and keep informed the Inspector of the names of all people employed by him in such Taxi business. (c) Every licensee under these Regulations shall inform the

		Inspector immediately upon any change that would be material to the issuance of the license held under these regulations.
LOST PROPERTY	25.	Every person licensed under these Regulations shall take due care of all property delivered or entrusted to such person for conveyance or safekeeping. Every driver of a Taxicab, immediately upon termination of any hiring, shall carefully search his or her Taxicab for any property lost or left therein. All property or money left in his or her Taxicab shall be forthwith delivered over to the person owning the same at the owner's expense. If the owner cannot be found, then the nearest police station shall be notified with all information regarding the same being given.
DIRECT ROUTE	26.	Every person shall drive the Taxicab the most direct traveled route to the point of destination, unless otherwise instructed by the passenger.
TAXIMETERS	27.	<p>(a) No person shall operate or permit to be operated any Taxicab that charges for services by metered rates in the City unless and until such Taxicab is equipped with a Taximeter of a type and design approved by the Council or the Inspector and adjusted in accordance with the tariff prescribed in Schedule "D" of these Regulations. The owner and driver shall keep such a meter always operating with such a standard of accuracy as may be prescribed from time to time by the Council. Taxis that do not use distance metered rates must provide a total flat fee rate that will be charged for the trip to passengers in a clear and unambiguous manner at the time a passenger requests the trip and before the start of the trip and must advise if any other passengers can or are being picked up on the trip.</p> <p>(b) All Taximeters shall be attached to the Taxicab in a location and manner approved by the Inspector and shall be placed so that the visual display showing the amount to be charged shall always be well lit and readily discernable by passengers riding in such Taxicabs.</p> <p>(c) Every Taximeter shall be inspected and tested for accuracy by</p>

the owner at least once every six months.

- (d) Every Taximeter used in the operation of Taxicabs shall be subject to inspection at any time by the Inspector, Council, or any person authorized by Council to perform such inspections. The person performing the inspection shall, upon being satisfied that the Taximeter is in good working order, place an official seal in such form as designated by the Inspector or Council, upon the Taximeter. The date on which such inspection was made shall be stamped on the seal in the place provided for that purpose. No label shall be removed except at the time a subsequent inspection is made.
- (e) Upon discovery of any inaccuracy in such Taximeter, the operator thereof shall remove or cause to be removed from service, any vehicle equipped with such Taximeter until such Taximeter has been repaired and accurately adjusted.
- (f) No person shall operate or permit any person to operate any Taxicab unless the Taximeter attached thereto is sealed with the official seal designated by the Council or its Inspector, which seal shall be unbroken.
- (g) No person shall break a seal on a Taximeter or tamper with it, or so manipulate such Taximeter as to cause it to inaccurately measure the distance traveled by the Taxicab to which it is attached.
- (h) The Taximeter shall be operated from any part of the propelling wheels or propelling machinery on the Taxicab on which it is placed.
- (i) It shall be unlawful for any driver of a Taxicab while carrying passengers to display the flag attached to the Taximeter in such a position as to denote that such vehicle is not employed or to throw the Taximeter into a recording position when such vehicle is not actually employed, or to fail to throw the flag of such Taximeter in a non-recording position at the termination of each and every service.

		<p>(j) All charges for metered Taxicab service to which a tariff of fares provided by these Regulations applies shall be calculated and indicated by a Taximeter in accordance with the tariff of fares prescribed in Schedule “D” of these Regulations.</p>
<p>TAXIMETER OPERATION</p>	<p>28.</p>	<p>(a) At all times while the Taxicab is engaged in service charged by metered rates, the flag of the Taximeter shall be in a position to register charges for distance traveled, or into a position to register a combined charge for distance and waiting time in any single position, and no Taximeter shall be so operated as to cause any charge to be registered thereon except during the time while the Taxicab is engaged by a passenger or passengers.</p> <p>(b) Every driver under these Regulations shall have a rate card, setting forth the authorized rates of fares displayed in such a place as to be in full view of all passengers.</p>
<p>TARIFF OF FARES</p>		<p>(c) The metered rates or metered fares to be charged by the owners or drivers of Taxicabs for the transportation of any passenger or passengers on any trip within the City, shall be in accordance with the tariff of fares shown in Schedule “D”, and no rates or fares higher or lower than that contained in the said Schedule shall be charged or payable.</p> <p>(d) No owner or driver licensed under these Regulations shall publish, use a metered tariff, demand or receive any metered rate or metered charge which is not in accordance with these Regulations.</p>
<p>EXACT FARE</p>		<p>(e) No owner or driver licensed under these Regulations shall be entitled to recover or receive any metered fare or metered charge from any person greater or less than those authorized by these Regulations.</p> <p>(f) The metered tariff or metered rates as authorized shall be computed from the time or place when or at which the passenger first enters the cab to the time or place where or at which the passenger finally discharges the Taxicab. No charge</p>

		shall be made for the time which has passed by the premature response to a call for the first three minutes following timely arrival at any locality in response to any call, or for the time lost through traffic interruptions or for delays caused by the inefficiency of the Taxicab or driver.
REFUSAL TO PAY	29.	No person who engages any Taxicab shall fail or refuse upon demand; to pay the fare or charge authorized by these Regulations or in case no fare or charge is provided by these Regulations, the reasonable fare or charge demanded for any Taxi service provided to such person.
NUMBER OF PASSENGERS	30.	A Taxicab may carry as many passengers up to the seating capacity of the Taxicab for the one fare, with the tariff of maximum rates fixed in Schedule "D" of these Regulations, where the passenger paying the fare gives consent and approval, but no driver or owner shall carry or permit to be carried in any Taxicab at any one time, more passengers than the designated seating capacity of the Taxicab will accommodate and in no case, more than six passengers including driver.
DEMAND PAYMENT	31.	Every driver of a Taxicab shall have the right to demand payment of the fare in advance, and may refuse employment unless so paid, but no driver of a Taxicab shall refuse or neglect to convey any orderly person or persons upon request anywhere in the City unless previously engaged.
FIXED LOCATION	32.	<p>(a) Every person operating any Taxicab shall maintain a fixed place of business or location approved by the Council and shall not stand, or ply for hire, or carry on his or its business from any other place. Any approved Taxi stand must be maintained in a clean and sanitary condition meeting the requirements of Municipal and Provincial laws.</p> <p>(b) In the case of Taxicabs not standing for hire on private premises, the Council may appoint a public stand for each Taxicab, and may from time to time, change the same and such Taxicab shall ply for hire at the place so appointed for it and no other, and no vehicle shall stand or be parked at any such public stand except</p>

		<p>the Taxicab for which it is appointed.</p> <p>(c) Nothing in this section shall prevent a Taxicab from attending at any transportation terminal premises to await the arrival of passengers and ply for hire at such place.</p> <p>(d) Every Taxi stand on private land shall have such amount of square feet of vacant land available on such stand as Council in its discretion shall prescribe; and no Taxicab shall be licensed in respect of or allocated to any stand unless such amount of square footage as prescribed by Council is always available on such stand for use by such Taxicab.</p> <p>(e) No person shall park any vehicle other than a Taxicab on a Taxi stand approved by Council.</p>
<p>INOPERATIVE 90 DAYS</p>	<p>33.</p>	<p>Notwithstanding anything in these Regulations contained, all licenses issued under these Regulations which remain inoperative for 90 days shall be revoked, unless Council decides that such license not be revoked.</p> <p>provided that Council decides not to revoke such license under this section if it is of the opinion that such license should not be revoked.</p>
<p>AUTHORITY OF INSPECTOR</p>	<p>34.</p>	<p>The Inspector shall have supervision over all persons licensed under these Regulations and over all Taxicabs, together with the equipment used by them, and shall have all powers and duties assigned to them in these Regulations including:</p> <p>(a) to report to the Council the performance of his duties under these Regulations whenever he shall be required to do so by Council;</p> <p>(b) to make all necessary inquiries concerning application for licenses as may be requisite to secure a due observance of the law, and of these Regulations;</p> <p>(c) to submit to the Council applications for licenses, or recommendations for the revoking or cancelling of any</p>

		<p>license, together with his report thereon;</p> <p>(d) to keep a register of all licenses granted by the Council, which shall contain the name or names of the applicants, the residence of the applicants, the date of the license and such further particulars, and to keep such other books as the Council may order;</p> <p>(e) to cause to be made out licenses and to sign all licenses issued under these Regulations, the fees payable therefore having first paid to the City Treasurer;</p> <p>(f) to furnish each person taking out a license with one copy of these Regulations and to each owner, a tariff card setting forth the rates and fares specified in schedule "D" hereto, and to each driver a badge, both said card and badge to have the number of the license shown thereon;</p> <p>(g) to ascertain by inspection and enquiry from time to time as often as may be required by the Council, whether the persons receiving licenses continue to comply with the provisions of the law and of these Regulations;</p> <p>(h) to prosecute all persons who shall offend against any of the provisions of the law or of these Regulations.</p>
PART III ENFORCEMENT		
SUSPENSION	35.	<p>The Inspector may suspend or revoke an Annual Taxicab Operating License, an Annual Taxicab Driving License, or both, of any license holder, or refuse an applicant who:</p> <p>(a) contravenes these Regulations;</p> <p>(b) is either charged or convicted pursuant to any municipal by-law, or provincial or federal legislation;</p> <p>(c) has committed any act or acts that, in the opinion of the Inspector, it is in the public interest that the person does</p>

		<p>not hold either an owner's license or driver's license; or</p> <p>(d) refuses to respond or cooperate with an investigation conducted by the Inspector.</p>
	36.	<p>The Inspector may refuse to grant an Annual Taxicab Driving License if:</p> <p>(a) The applicant or license holder has been convicted of an offense against vulnerable persons, a sexual offence, an illegal sale or possession of drugs, a violent offence or a breach of trust;</p> <p>(b) The applicant or license holder has failed to immediately notify the Inspector that they have become subject to a court order in a criminal matter, or an undertaking, charge or conviction;</p> <p>(c) The applicant or license holder has a driving record, criminal or provincial offence record or outstanding criminal or driving charges or tickets that in the opinion of the Inspector makes him or her unfit to operate a Taxi or Taxicab; or</p> <p>(d) The applicant or license holder has a criminal record in another country or jurisdiction that is similar in nature to the provisions described in subsection (a).</p>
	37.	<p>Should a taxicab not meet the requirements of these Regulations, the Inspector or any person appointed by Council may notify the owner of such vehicle to cease operating the same as a vehicle licensed under the authority of these Regulations, until such time as the requirements of these Regulations are met; and such owner shall thereupon cease to operate same until permitted to do so by the Inspector or by such person appointed by the Council.</p>
	38.	<p>If an applicant or the holder of any license issued under these Regulations makes a false statement in a statutory declaration made pursuant to these Regulations, the Inspector may:</p> <p>(a) Refuse to issue the license that is the subject of the</p>

		<p>application;</p> <p>(b) Revoke any owner’s licenses and or any driver’s licenses held by the applicant; and</p> <p>(c) Direct that the applicant is ineligible to apply for or to be granted a license under these Regulations for a period of up to five (5) years.</p>
	39.	The Inspector may suspend or revoke any or all licenses granted under the provisions of these Regulations when it shall have determined on the balance of probabilities that any of the provisions thereof have been violated, or that any holder of such license has failed to comply with the terms of such license or the rules and regulations of the Council pertaining to the operations, and to the extent character and quality of the service of any Taxicab.
	40.	The Inspector must immediately notify a license holder whose license has been suspended or revoked. The notice may be personally served on the license holder or sent by registered mail addressed to the license holder’s last known address on file with the City, and if sent by registered mail is deemed to have been served on the earlier date of actual receipt by the license holder or five (5) business days from the date of mailing.
	41.	After the revocation, suspension or cancellation of such license, no person shall ply for hire with, or use, operate, cause to be used, or operated within the City of Corner Brook, a Taxicab in respect of which a license has been revoked, suspended or cancelled. No person shall drive a Taxicab within the City after the revocation, suspension, or cancellation of his or her license to drive a Taxicab.

APPEAL	42.	<p>(a) A person whose application for the issuance or renewal or a license under these Regulations is refused by the Inspector, or a person whose license is suspended, revoked or cancelled by the Inspector, may appeal the refusal, suspension, revocation or cancellation to the Appeals Committee within fifteen (15) days from the date of the refusal, suspension, revocation or cancellation by submitting their appeal in writing to the City Clerk;</p> <p>(b) The Appeals Committee shall be comprised of the City Manager and two (2) Councilors and shall hear the appeal within fifteen (15) days of it being submitted to the City Clerk;</p> <p>(c) Upon hearing the Appellant, the Appeals Committee may:</p> <ul style="list-style-type: none"> i) Confirm or vary the decision of the Inspector; ii) Order that a license be revoked and surrendered; or iii) Order that a license be granted or reinstated, with or without conditions. <p>(c) The Appeals Committee may order that a license be granted or reinstated subject to the appellant passing any tests provided for in these Regulations or proving that they meet the qualifications and requirements of these Regulations, or subject to any conditions that the Appeals Committee determines appropriate under the circumstances.</p> <p>(d) The Appeals Committee must not make any decision that the Inspector, City or Council could not have made under these Regulations.</p> <p>(e) The Appeals Committee shall not make any decision that would overrule a discretionary decision made by council.</p>
OFFENCE	43.	Where any person contravenes any of the provisions of these Regulations such person is guilty of an offence and liable on summary conviction to a fine or to a period of imprisonment or

		both in accordance with s. 438 of the <i>City of Corner Brook Act</i> .
CONFLICTING LEGISLATION	44.	Where a provision of these Regulations conflicts with a provision of another law or regulations in force in the City, the provisions that establish the higher standard to protect the health, safety and welfare of the public shall prevail.
	45.	Each section of these Regulations and each separate part of each section hereby expressly declared to be separate and if any section, sentence, portion or part of these Regulations shall be declared invalid, such invalidity shall affect only such section, sentence, portion or part so declared invalid.

PART IV | ENACTMENT

	46.	<p>(a) These regulations shall come into force as of the date enacted by Council and The City of Corner Brook Taxi Regulations, 2018 and all amendments thereto, are hereby repealed upon the coming into force of these Regulations.</p> <p>(b) Notwithstanding paragraph 44(a), all licenses and permits issued under the City of Corner Brook Taxi Regulations, 2018 shall remain in full force and effect until May 30th, 2025, at which time all permits and licenses issued thereunder shall be null and void.</p>
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IN WITNESS WHEREOF these Regulations are sealed with the Common Seal of the City of Corner Brook and signed by and on behalf of the Council by the Mayor and City Clerk, at Corner Brook, in the Province of Newfoundland and Labrador, this _____ day of August, A.D., 2024.

Mayor

City Clerk

Jim Parsons


Jessica Smith

Published in Saltwire –

First Reading –

Second Reading –

SCHEDULE "A"

	City of Corner Brook Taxicab Operating License
Permit 810	Stand
Name	
Address	
Plate #	Year/ Make
Expiry: April 30, 2018	


(Back of card)

The named within permit holder undertakes to comply with all laws, regulations whether they be Federal, Provincial or Municipal.

This permit is not transferable and must be posted in the vehicle.



SCHEDULE "B"

Permit #: 402	City of Corner Brook Taxicab Driving License	
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; text-align: center; vertical-align: middle;">PHOTO HERE</div>	Expiry Date: April 30, 2018	
		_____ Driver Signature

(Back of card)

The named within permit holder undertakes to comply with all laws, regulations whether they be Federal, Provincial or Municipal.

This permit is not transferable and must be posted in the vehicle.



SCHEDULE "C"**TAXISTAND OPERATOR'S LICENSE NO.**

License is hereby granted to _____ of
 _____ to operate a Taxi stand from
 _____ Corner Brook.

The licensee undertakes to comply with all the laws and Regulations including the Highway Traffic Act, Taxi Regulations, and the requirements of the Department of Health.

LICENSEE

TAXI INSPECTOR

This License issued this _____ Day of _____, 19____ expires
 the _____ Day of _____, 19____.

This stand is limited to a maximum of _____ Taxicabs. This license is
 to be posted in a conspicuous location inside the Taxi stand.

NON-TRANSFERABLE

SCHEDULE "D"**TARIFF OF FARES**

Meter Drop Rate	\$ 4.13
For each 1/13 km or part thereof	\$ 0.26
For each additional kilometer	\$ 2.11
Waiting Time Rate per Hour	\$ 34.51
Handling of Packages	\$ 1.00

(Note: Above rates are subject to HST which would be added to the above noted rate.)

During the Christmas period between 6 p.m. on December 24th, to 8 a.m. on December 27th, and from the period of 6 p.m. on December 31st, to 8 a.m. on January 2nd, an additional fare of \$2.00 may be charged.

A \$2.00 fuel surcharge may be applied to the current drop rate when the price of self-serve regular unleaded motor fuel for Zone 6 exceeds \$1.65 per liter, as and when identified by the Newfoundland and Labrador Board of Commissioners of Public Utilities.

The charges for deliveries within the City limits are to be determined by the Corner Brook Taxi Association.

SCHEDULE "E"

Taxi Licensing fees are as follows:

- 1) Taxicab Driving License Fee \$25.00 / year;**
- 2) Taxicab Operating License Fee \$50.00 / year;**

SCHEDULE "F"

Taxi Driver Code of Ethics

The City of Corner Brook Taxi drivers must abide by the following requirements:

1. Demonstrate Courtesy and be Helpful

The taxi industry often represents the public face of our community. Drivers must be courteous and helpful in the performance of their duties. Drivers shall not use foul language or engage in offensive conversation.

2. Have Knowledge and Observe All Traffic Laws

All taxi drivers are to know and shall obey all traffic laws with intent to provide the utmost of public care and provide a safe transportation service. Erratic and or reckless driving shall not be tolerated.

3. Have Knowledge of the City and Amenities

Drivers are expected to know and use the major routes and destinations within their geographic service area. These include the Deer Lake or Stephenville airports, the trans-island bus service stations, local bussing service, hotels and sporting and cultural facilities.

4. Take the Most Direct and Practicable Route

Taxi drivers must take the most direct, practicable route from when they pick up a customer to the requested destination, unless otherwise directed by the customer. The driver can and should briefly consult a street directory or GPS when in doubt.

5. Exhibit Personal Neatness, Cleanliness and Tidiness

Taxi Drivers must be clean, neat and tidy in appearance, and not wear strong colognes or perfumes or emit body odour. Clothing worn shall be professional in appearance including collared shirts, long trousers or skirt, and closed toed footwear.

6. Taxi Car Neatness, Cleanliness and Condition

Taxi vehicles must be in a safe operating condition and free from mechanical deficiencies. The interior of the car shall be clean and free from rubbish and or clutter. Interior fabrics, glass, handles and trims shall of good condition and be clean and free of dirt and staining. Exterior of the vehicle shall be in good physical condition and appearance. The vehicle must free of damages, be clean, be of consistent colour, and have wheel covers (with exception of winter tires being used between October 1st to May 31st) or dressed rims.

7. Handle Passenger Luggage

Taxi drivers must provide reasonable assistance to a customer loading their luggage and/or personal belongings. This includes assistance with getting luggage into and out of the cab and taking reasonable care while in the taxi. Taxi drivers are not expected to move luggage when it may cause injury to them or others. Neither are they expected to carry more luggage than the reasonable capacity of the

storage facilities of the vehicle. Any found or left behind items shall be reported to their dispatching taxi stand and made available for customer retrieval.

8. Provide Assistance to Special Needs Passengers

Drivers are to demonstrate understanding and patience and must provide assistance to special needs or mobility challenged persons, including children and elderly, embarking and or disembarking their taxi. Service animals must be accepted for carriage provided they can be safely transported in the taxi vehicle. Patience and assistance must also be demonstrated to tourists exploring our City.

9. Exercising the Right to Refuse or Terminate

Drivers are not required to accept or continue to transport a passenger/s if the passenger

- a) is demonstrating violent behaviors
- b) is noisy, is misbehaving, or is being offensive
- c) is unable to demonstrate an ability to pay; the driver can request ensure their ability to pay by requesting a deposit up to the amount of the estimated fare before starting the transport.



Information Report (IR)

Subject: Notice of Motion - Council Remuneration Review

To: Darren Charters
Meeting: Regular Meeting - 19 Aug 2024
Department: Finance and Administration
Staff Contact: Sievendra Maistry, Director of Finance and Administration
Topic Overview: Current council remuneration and procedures to be followed to change Council remuneration
Attachments: [Council Remuneration and Reimbursement Regulation 2018 Appendix A Amended August2024 DRAFT](#)
[Corner Brook Councillor Remuneration Confidential Report Final](#)

BACKGROUND INFORMATION:

In accordance with *The City of Corner Brook Act*, Council may pay to the Mayor, Deputy Mayor and other Councilor's the annual or other remuneration that may be agreed upon by the Council and shall make regulations regarding remuneration and reimbursements. As per the *Council Remuneration and Reimbursement Regulations, 2018* Appendix A, Schedule of Remuneration, the current remuneration of Council is as follows:

Mayor	- \$39,300
Deputy Mayor	- \$27,120
Councillor	- \$25,380

Section 15 of the *Council Remuneration and Reimbursement Regulations, 2018* states that:

*"In the third year of each Council's term, Council **shall** conduct a comparative benchmarking exercise to review the current Council remuneration with other municipalities in the Province and those of similar size and circumstances. The benchmarking review shall be conducted by an external and independent third party. Any recommendation for a change in the Council remuneration from such a review shall be implemented not prior to the first month of office for the next elected Council."*

The independent review of Mayor, Deputy Mayor and other Council member remuneration was concluded by LW Consulting; the final report is attached. The review was done by doing a comparative analysis of other comparable municipalities within the province and Canada. The recommendation of the report is as follows:

- adjust the level of remuneration paid to Councillors of the City of Corner Brook from the current \$25,380 annually to \$32,209 annually;

- adjust the level of remuneration paid to the Deputy Mayor of the City of Corner Brook from the current \$27,066 annually to \$35,119 annually;
- adjust the level of remuneration paid to the Mayor of the City of Corner Brook from the current \$39,246 annually to \$48,293 annually.

Providing a fair and comparative remuneration for Council is essential to ensure that the role of a Council member is accessible to a broad range of individuals to consider public service and will encourage them to run for office. By providing adequate remuneration, we can ensure that serving on Council is a viable option for all citizens. An increase in remuneration is not merely an investment in the individuals who serve on Council, but an investment in the future of Corner Brook. A more inclusive and representative Council will lead to more effective governance and better outcomes for our community as a whole.

In order to accept this recommendation and change the current remuneration for Council and Mayor, the regulations will need to be amended which requires a notice of motion to be introduced at a public meeting.

Therefore, notice is hereby given that at the Public Council Meeting of September 9, 2024, the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of section 18 of the City of Corner Brook Act, 1991, and all other enabling powers, the Council of the City of Corner Brook, hereby amends the Council Remuneration and Reimbursement Regulations, Appendix "A".

Director of Finance and Administration	Approved - 15 Aug 2024
Director of Community, Engineering, Development & Planning	Approved - 15 Aug 2024
Legislative Assistant	Approved - 16 Aug 2024

City Manager

Council Remuneration and Reimbursement Regulations, 2018

Pursuant to authority conferred by Section 18 of *The City of Corner Brook Act*, Chapter C-15, RSN 1990, the Council of the City of Corner Brook, in a session convened on the 19th day of November 2018, hereby passes and enacts the following Council Remuneration and Reimbursement Regulations:

Regulations

1. These regulations may be cited as the City of Corner Brook Council Remuneration and Reimbursement Regulations 2018.
2. Interpretation: In these regulations, unless the context otherwise requires:
 - a. "Act" means The City of Corner Brook Act;
 - b. "City Clerk" means a City Clerk appointed as such pursuant to the provisions of the Act;
 - c. "Council" means a City Council pursuant to the provisions of the Act;
 - d. "Leave of Absence" means a period of time during which a Councillor is not involved with the activities of Council with the approval of Council and without remuneration for the period of the approved leave of absence;
 - e. "Councillor" includes the Mayor, Deputy Mayor and Councillors.
3. Council may, by two-thirds vote of the Councillors as determined in accordance with Section 18 of the Act, pay an annual remuneration to the Mayor, Deputy Mayor and Councillors, and shall fix the amount to be paid to each of them. The amount of annual remuneration to the Mayor, Deputy Mayor and Councillors shall be listed in Appendix A of this Regulation.
4. The annual remuneration referred to in section 3 shall not be adjusted without an amendment to these regulations and an amendment to Appendix A.
5. The annual remuneration package will include:
 - a. group life insurance coverage in the amount of \$30,000;
 - b. accidental death and dismemberment benefits and enrollment;
 - c. if desired by a Councillor, participation in the City of Corner Brook health and dental insurance program.

All premiums for the coverage included in this section shall be 100% paid by the City of Corner Brook, provided the Councillor meets the terms and conditions of the program.
6. Remuneration paid pursuant to Section 3 shall be:
 - a. Paid on the last Thursday of each month by direct deposit to an account at a chartered bank as designated by each Councillor;
 - b. Identified on a statement of earnings and deductions to be made available to each Councillor each month.
7. In the event of a leave of absence being approved for a Councillor by Council, the Councillor will be entitled to a pro-rated share of remuneration for the month or part month work prior to the leave of absence being approved.

City of Corner Brook
Council Remuneration and Reimbursement Regulations, 2018

8. Notwithstanding section 7, upon the resignation of a Councillor, the departure from the Office Councillor during the general election process, or the election of a Councillor during a by- election or general election, a Councillor will be entitled to a pro- rated share of remuneration for the applicable month.
9. A Councillor assuming the Office of Mayor or Deputy Mayor due to the resignation of the incumbent, will be entitled to a pro-rated share of remuneration at the Mayor/Deputy Mayor rate as applicable from the date of assuming the office.
10. Subject to Section 11, the Council shall reimburse a Councillor in accordance with these regulations for expenses incurred in the conduct of municipal business authorized by the Council.
11. Notwithstanding Section 11 the expenses for which a Councillor may be reimbursed shall be as follows:
 - a. for accommodation, the actual cost as verified by receipt, or for private accommodations at a rate to be fixed by Council in the *Travel Expenses – Accommodations Policy*;
 - b. for transportation
 - i. in the case of the use of a personal vehicle, at a rate per kilometer as approved by Council in the *Travel Expenses – Automobile Usage Policy*;
 - ii. or a fixed car allowance of \$200 per month for the Mayor for use of his/her personal vehicle in carrying out the duties of the office of Mayor;
 - iii. in the case of the use of other transportation, costs as verified by receipt;
 - c. for per diem including meals, at a rate to be fixed by Council in the *Travel Claim – Council Policy*;
 - d. other expenses as provided in the *Travel Claim – Miscellaneous Policy*.
 - e. loss of substantiated income or vacation leave for a normal work day when they are required to take time from their jobs for City business obligations or responsibilities. Claims must be based on the following criteria:
 - i. the City business obligation and responsibility must be prior approved by Council;
 - ii. travel must be funded from the Council budget allocation;
 - iii. a maximum of \$250 per diem will be reimbursed to the employer or Councillor;
 - iv. the maximum number of days that may be claimed and reimbursed in a calendar year is five (5) days. The five (5) days will be prorated for any Councillor joining Council during a calendar year.
12. A Councillor may be reimbursed for the expenses referred to in Section 11 by submitting to the City Clerk or his/her designate a claim in such form as the Council may authorize.
13. A claim submitted pursuant to section 12 shall be certified by the City Manager or his/her designate and shall be paid by Council cheque or direct deposit as determined by the City.
14. A summary of Council travel expense by Councillor will be provided to Council semi-annually and reported on at a public meeting.

City of Corner Brook
Council Remuneration and Reimbursement Regulations, 2018

- 15. In the third year of each Council’s term, Council shall conduct a comparative benchmarking exercise to review the current Council remuneration with other municipalities in the Province and those of similar size and circumstances. The benchmarking review shall be conducted by an external and independent third party. Any recommendation for a change in the Council remuneration from such review shall be implemented not prior to the first month of office for the next elected Council.
- 16. All previously adopted regulations pertaining to Councillors’ remuneration and reimbursement are hereby repealed.
- 17. These regulations were adopted by resolution at a meeting of Council held on the 19th day of November, 2018 and will come into effect on the 1st day of January 2019.

IN WITNESS WHEREOF, this Regulation is sealed with the Common Seal of the Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor, and Marina Redmond, City Clerk, at the City of Corner Brook, this 22th day of November, 2018.



Jim Parsons, Mayor

November 19, 2018
Date



Marina Redmond, City Clerk

November 19, 2018
Date

1st reading: 05 November 2018

2nd reading: 19 November 2018

Approved by Council: 19 November 2018

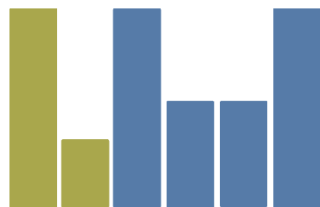
Published in Western Star: 24 November 2018

Letter sent to: Minister, Dept. of Municipal Affairs and Environment: November 22, 2018

City of Corner Brook
Council Remuneration and Reimbursement Regulations, 2018

Appendix "A"
Schedule of Remuneration

	<u>2025</u>
Mayor	\$48,293
Deputy Mayor	\$35,119
Councillor	\$32,209



LW Consulting

“Preparing Municipal Officials For The Future”

CONFIDENTIAL REPORT
TO
CITY OF CORNER BROOK
RE:
REVIEW
OF
COUNCILLOR REMUNERATION

August 12, 2024

CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

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CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

ENGAGEMENT

LW Consulting was engaged to undertake a review of the level of compensation paid to Councillors of the City of Corner Brook through remuneration and other reimbursements in accordance with the terms contained in an email to the City dated February 16, 2024. A formal Proposal was not requested as LW Consulting had undertaken the same review in 2021 and the deliverables were essentially the same for both Projects. Notification of the approval of LW Consulting's engagement was provided in an email to the Partners of LW Consulting by the City of Corner Brook Legislative Assistant Gloria Manning on April 3, 2024.

REQUIREMENT TO REVIEW

The terms under which the elected officials of the City of Corner Brook are remunerated are included in the City of Corner Brook *Council Remuneration and Reimbursement Regulations, 2018 (the Regulations)*. Section 15 of these Regulations state:

“In the third year of each Council’s term, Council shall conduct a comparative benchmark exercise to review the current Council remuneration with other municipalities in the Province and those of similar size and circumstances. The benchmarking review shall be conducted by an external and independent third party. Any recommendation for a change in the Council remuneration from such review shall be implemented not prior to the first month of office for the next elected Council.”

In accordance with the requirements of Section 15, the Council initiated the review resulting in this Analysis and Report.

PROJECT OBJECTIVE

As noted above, Section 15 requires that the analysis of the current remuneration be “with other municipalities in the Province and those of similar size and circumstances.” Therefore, the objective of this analysis is to determine whether the Councillors of the City of Corner Brook are being appropriately compensated in comparison to other similar municipalities. It was determined that the analysis would focus on three (3) areas in which a relevant comparison would be made. These are:

- Compensation on a Per Capita basis
- Compensation as a percentage of total revenue
- Compensation as a percentage of that which the legislation authorizes Council to compensate its Councillors.

The basis of the first two (2) criteria is self-explanatory. To ensure the basis of the third criteria is clear, elaboration on the use of the criteria is hereby provided. In undertaking the analysis of the remuneration authorized in this Province, the formula included in the *Councillor Remuneration and Reimbursement Regulations, 2001* will be used. This formula will be used even though two (2) municipalities, the City of Corner Brook and the City of Mount Pearl, are not subject to the restrictions provided by this legislation.

It should also be noted that the formula in the *Councillor Remuneration and Reimbursement Regulations, 2001* refers to “fixed revenue”. As all municipalities included in the analysis are included in the “large” municipalities group as determined by the Department of Municipal and Provincial Affairs, the actual amount used for this calculation is the “total revenue” budgeted by the municipality which includes Provincial Grants.

Further elaboration is included in the “Legislative Authority” section of this Report.

Finally, reference to “total remuneration for Councillors” does not include the amount paid to the Mayor and Deputy Mayor unless specifically noted.

CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

This Project expands on the 2021 comparison in that it not only provides an assessment of the remuneration currently being received by the Councillors of the City of Corner Brook, but it also provides data on how the level of compensation has changed since the 2021 assessment.

As with the 2021 Project, in addition to an assessment being undertaken of remuneration levels provided to Councillors of the City of Corner Brook with other comparable municipalities within the Province of Newfoundland and Labrador, the assessment was expanded to include the other noted municipalities located in Atlantic Canada.

SCOPE OF WORK

The scope of work for the Council Compensation Review as advised by City Officials includes:

1. Hold discussions with the City of Corner Brook Officials, via Zoom, telephone, email, or in person to obtain any relevant information pertaining to existing compensation, expenses, and benefits per the City of Corner Brook *Council Remunerations and Reimbursement Regulations, 2018*, and to clarify the City’s expectations for the Review.
2. Develop and conduct a survey to obtain information from comparative municipalities within the Province, and other Atlantic Provinces. Information to include:
 - a. Municipalities’ annual budget
 - b. Council remuneration rates, formats, and benefits
 - c. If reviews of remuneration are conducted and, if they are, the method of such reviews
 - d. Frequency and method of adjustment to remuneration
 - e. Policies, if any, on Council attendance at internal committee(s)/external body meetings, conferences, and workshops
 - f. Suggested comparative municipalities to be surveyed are included in the following table. While Grand Falls – Windsor and Gander were not included in the initial selection of municipalities in 2021, they were added after discussions were held with City Officials. They are again included in this assessment.

While the City of Dieppe was included in the 2021 comparison, after many attempts by phone and email, the requested information was not received from them.

Municipality	Province	2021 Population
Corner Brook	Newfoundland & Labrador	19,333
Mount Pearl	Newfoundland & Labrador	22,477
Conception Bay South	Newfoundland & Labrador	27,168
Paradise	Newfoundland & Labrador	22,957
Grand Falls - Windsor	Newfoundland & Labrador	13,853
Gander	Newfoundland & Labrador	11,880
Pictou County	Nova Scotia	20,692
East Hants	Nova Scotia	25,631
Dieppe	New Brunswick	25,384
Charlottetown	Prince Edward Island	38,809

3. Review current and past remuneration and any Council Compensation Reviews previously conducted for the City on remuneration for the Mayor, Deputy Mayor and Councillors.
4. Review of 2024 Budget for the City including pertinent data relating to Council compensation, benefits, and reimbursement for meeting expenses.
5. Review population for the City.
6. Review City of Corner Brook Act and its legislated requirements for the payment of remuneration and reimbursement of expenses incurred in the conduct of City business by the Mayor, Deputy Mayor and Councillors.
7. Review Council Remuneration and Reimbursement Regulations, 2018.

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8. Obtain any other information deemed appropriate for the Review
9. Analysis of all information and data obtained; drafting a Report with recommendations for the consideration of Council with information pertaining to the remuneration paid on a Per Capita basis, percentage of total revenue, other method(s) that may arise out of discussions with the City Officials of Corner Brook or methods used in the surveyed comparative municipalities.
10. Present Report to City Officials for review and recommendations for changes.
11. Finalize Report considering any changes that may arise from discussions with City Officials.

This Scope of Work was to be accomplished in three (3) phases.

Phase One (1) was the Project Initiation which involved discussing the objectives of the review with the City Officials and obtaining appropriate documents pertaining to previous Councillor Remuneration Reviews.

As indicated, the objective of this analysis is to determine whether the Councillors of the City of Corner Brook are being appropriately compensated in relation to other similar municipalities. The analysis focuses on three (3) areas in which a relevant comparison should be made. These are:

- Compensation on a Per Capita basis
- Compensation as a percentage of total fixed revenue
- Compensation as a percentage of that which the legislation authorizes Council to compensate its Councillors.

To achieve these comparisons the following information was compiled from online searches and direct contact with the subject municipalities.

- Current population based on 2021 Census Canada data
- 2024 Budget Revenues
- Current remuneration paid to Mayor, Deputy Mayor and Councillors.

Phase Two (2) was a Leading Practices Review that involved the development of a survey which was conducted with selected municipalities of a reasonably similar population size and circumstances to the City of Corner Brook (19,333). Given the population and magnitude of its budget it was decided to include municipalities located in Newfoundland and Labrador, Nova Scotia, New Brunswick, and Prince Edward Island.

The municipalities included in the survey are included in Table 1 below. As previously indicated, after consideration of the Proposal by Council it was decided to also include the Towns of Gander and Grand Falls-Windsor in the analysis. Even though the population of these municipalities are smaller than Corner Brook, it was deemed that the responsibilities of the Councillors of these municipalities required a comparable level of effort as those in the City of Corner Brook. In addition, they were also deemed appropriate to be included as the basis of the analysis is not absolute, but relative, in that the three (3) criteria are remuneration Per Capita, as a percentage of fixed revenue, and as a percentage of that authorized by the respective remuneration legislation.

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Table 1

Municipality	Province	2021 Population
Mount Pearl	Newfoundland & Labrador	22,477
Conception Bay South	Newfoundland & Labrador	27,168
Paradise	Newfoundland & Labrador	22,957
Gander	Newfoundland & Labrador	11,880
Grand Falls-Windsor	Newfoundland & Labrador	13,853
Pictou, County Municipality	Nova Scotia	20,692
East Hants, District Municipality	Nova Scotia	25,631
Dieppe, City	New Brunswick	25,384
Charlottetown, City	Prince Edward Island	38,803

As previously noted, the requested information was not received from the City of Dieppe despite repeated attempts. Therefore, Dieppe will not be included in the 2024 comparison.

Phase Three (3) of the project was the analysis of the data collected and the drafting of the Report. The data collected for the Report includes:

- The population of the municipality.
- The total revenue budget by each municipality.
- Amount of remuneration paid by the subject municipalities to their Mayor, Deputy Mayor, and Councillors.
- The amount of remuneration paid to Councillors in comparison to that which is permitted by the *Councillor Remuneration and Reimbursement Regulations, 2001* imposed by this Province, or the *City of Corner Brook Councillor Remuneration Regulations, 2018*. It is noted that while the Cities Regulations identifies a fixed amount of remuneration as opposed to a formula as provided for in the provincially imposed Regulations provided for municipalities under the authority of the *Municipalities Act, 1999*, a comparison on this criterion was deemed to be appropriate and relevant.

From this data collected an analysis was undertaken with respect to:

- The amount of remuneration on a Per Capita basis.
- The amount of remuneration paid as a percentage of total revenue.
- Appropriate levels of remuneration based on a Per Capita analysis and as a percentage of total revenue.
- A recommendation of the remuneration to be paid to the Mayor, Deputy Mayor and Councillors.
- A recommendation on when the new recommendations on remuneration should take effect.
- A recommendation on how the remuneration should be adjusted annually, if it is so recommended.
- A recommendation on when remuneration should be reviewed and how it should be reviewed.
- Any other issues that may arise from the Review.

LEGISLATIVE AUTHORITY

The legislative authority provided to municipalities in the Province of Newfoundland and Labrador (NL) is under four (4) separate Acts, the *Municipalities Act, 1999* and the three (3) *Cities Acts*. As previously referenced, municipalities established under the *Municipalities Act, 1999* are authorized to compensate their elected officials under the terms of the *Councillor Remuneration and Reimbursement Regulations, 2001*. This legislation provides a formula under which

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remuneration to Councillors can be provided as a percentage of the “total fixed revenue” collected by the municipality.

Section 4. of the Regulations states:

The total remuneration paid by a Council to its Councillors in a year shall not exceed:

- (a) 2% of a total fixed revenue of more than \$1,000,000 in the approved budget for the financial year of the Council; or*
- (b) 3% of a total fixed revenue of \$500,000 to \$1,000,000 in the approved budget for the financial year of the Council but shall not exceed \$20,000; or*
- (c) 4% of a total fixed revenue of \$250,000 to less than \$500,000 in the approved budget for the financial year of the Council but shall not exceed \$15,000; or*
- (d) 5% of a total fixed revenue of less than \$250,000 in the approved budget for the financial year of the Council but shall not exceed \$10,000.*

This legislation is significantly different than that of the City of Corner Brook, the City of Mount Pearl, and the other three (3) Atlantic provinces. While the legislation in Corner Brook, Mount Pearl, and the Atlantic provinces are enabling, that provided to municipalities under the *Municipalities Act, 1999* is prescriptive.

Despite the authority under which remuneration is paid, the principle of the authority is that all municipalities can compensate individuals who serve as elected Councillors. It is generally seen as compensation to the individuals for their contribution to Council for time served at Council and Committee meetings. While the method and the terms vary depending on the jurisdiction, it also authorizes Council to reimburse a Councillor for personal expenses incurred in the conduct of municipal business.

As indicated, in the City of Corner Brook, City of Mount Pearl, and the other Atlantic provinces the respective provincial legislation enables the Councils to approve remuneration to their elected officials but does not restrict the amounts through a formula as with municipalities in NL established under the *Municipalities Act, 1999*.

Regulation 3. of the City of Corner Brook *Council Remuneration and Reimbursement Regulations, 2018* authorizes Council, “by two-thirds vote of the Councillors as determined in accordance with section 18 of the Act, pay an annual remuneration to the Mayor, Deputy Mayor, and Councillors, and shall fix the amount paid to each of them.” This is aligned with the authority provided to the City of Mount Pearl and municipalities in other Provinces.

In the Province of New Brunswick, Part 4 of the *Local Governance Act, R.S.N.B., 2017 (the LGA)* defines the powers and duties of Councils in that Province. Section 49 of the Act requires that, if a Council chooses to provide remuneration to its elected officials, it must pass a by-law to that effect. The by-law is to specify the amounts to be paid in annual salaries or other remuneration, as well as any amounts paid as allowances for expenses resulting from the discharge of their duties including attendance at meetings. The passing of this by-law requires a majority vote of Councillors.

In the Province of Nova Scotia, the authority to pay remuneration is like that in New Brunswick. Through the *Municipal Government Act (the MGA)*, Council is authorized to pay remuneration but must specify the amounts paid through a policy of Council.

In the Province of Prince Edward Island, the *Municipal Government Act (the MGA)*, the authority to compensate Councillors is through the adoption of a by-law as in New Brunswick. Through the by-law Council is to establish levels of compensation for attending meetings and other municipal functions as well as reimbursement for expenses incurred during the undertaking of these duties.

It was noted that in Prince Edward Island, unlike either of the other provinces, there is specific reference to the provision of pensions and severance pay.

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It is acknowledged in this Report that the terms “by-law” used in New Brunswick and Prince Edward Island and “policy” used in Nova Scotia are often used interchangeably.

ANALYSIS

The primary analysis undertaken in this Report pertains to the remuneration paid on a Per Capita basis, that paid as a percentage of fixed revenue, and the amount paid as a percentage of what the respective legislation authorizes. It is important to note that the amounts used include remuneration and other allowances and benefits (Group Benefits, Pension/RRSP contributions, Cell Phone packages, and other benefits).

Through the compilation and analysis of the respective legislation and data collected from the subject municipalities it was decided to divide the analysis into two (2) components. It is noted that the comparison to municipalities in the other Atlantic Provinces provides a good perspective on the level of compensation paid to other municipalities in their jurisdictions. That comparison is provided in Table 2 below. A brief analysis of this data follows. However, it is believed that a more relevant comparison would be with other municipalities in this Province. Again, it is important to note that the City of Dieppe did not respond to our repeated requests for information and therefore was not included in the 2024 analysis.

In addition, Section 15 of the *Regulations* under which this review was commissioned specifically states that the comparison be “with other municipalities in the Province and those of similar size and circumstances.” Given the geographic proximity to the municipalities in the other Atlantic Provinces there is some merit to assessing the level of remuneration paid by these municipalities with that paid in Corner Brook. However, the recommendations resulting from this analysis will be limited to the comparison with municipalities in this Province.

Note that there is a slight discrepancy between the values included in the spreadsheets and those shown in the Tables. This variation is attributed to the rounding of amounts in the calculations in the spreadsheet which will carry through the Report. These differences are insignificant and have no material impact on the analysis or the Report.

Also worthy of note is that the value included in the spreadsheet as the Per Capita and percentage of fixed revenue for Councillor is the amount for each Councillor. The total for these categories is the amount provided to all Councillors, excluding the Mayor and Deputy Mayor.

Atlantic Province Municipalities

As is evident from the data collected, the City of Corner Brook is relatively comparable to most of the municipalities in the other Atlantic Provinces. While it has the smallest population, it places fourth in the annual fixed revenue.

To enable for an accurate comparison of the data contained in Table 2, the following information must be considered.

- The number of Councillors in each municipality are:
 - Corner Brook – 7
 - Pictou County – 12
 - East Hants – 11
 - Charlottetown – 10 (Mayor Full Time Position)
- While both East Hants and Pictou County are municipalities incorporated to deliver services to their residents, they are structured as regional entities covering a large geographic area encompassing smaller rural communities.
- Other Allowances/Benefits included such expenditure as Group Benefits, Pension/RRSP contributions, Cell Phone packages, and other benefits but did not include funds received by Councillors as reimbursements for personal expenditure.
- For consistency and comparison purposes, the “Amount Permitted” is calculated as 2% of the Total Revenue fixed by each municipality.

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Table 2

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COUNCILLOR REMUNERATION REVIEW 2024

	Corner Brook		Pictou County		East Hants		Charlottetown		Average	
Population	19,333		20,692		25,631		38,809		26,116	
Year	2021	2024	2021	2024	2021	2024	2021	2024	2021	2024
Fixed Revenue	36,558,400	39,197,890	29,012,750	44,508,189	31,776,795	48,190,179	59,684,248	80,908,063	39,258,048	53,201,080
Reviews Conducted	YES	YES	YES (1)	YES	YES (1)	YES	YES	YES		
Remuneration Policies	YES	YES	YES	YES	YES	YES	YES	YES		
Mayor Remuneration	34,500	39,300	59,256	66,578	55,503	64,411	74,899	83,490	56,040	63,445
Deputy Mayor Remuneration	24,000	27,120	27,360	30,742	35,579	41,289	41,997	46,814	32,234	36,491
Councillor Remuneration	22,500	25,380	22,994	25,835	28,463	33,030	38,450	42,860	28,102	31,776
Total Councillor Remuneration	112,500	126,900	229,940	258,350	256,167	297,270	346,050	385,740	236,164	267,065
Other Benefits / Allowances (4)	18,984	51,396	31,815	105,096	82,830	47,809	56,711	109,366	47,585	78,417
Total Remuneration	189,984	244,716	348,371	460,766	430,079	450,779	519,657	625,410	372,023	445,418
Amount Permitted (4)	731,168	783,958	580,255	890,164	635,536	963,804	1,193,685	1,618,161	785,161	1,064,022
% of Permitted (4)	25.98%	31.22%	60.04%	51.76%	67.67%	46.77%	43.53%	38.65%	49.31%	42.10%
\$ per capita Mayor	1.78	2.03	2.86	3.22	2.17	2.51	1.93	2.15	2.19	2.48
\$ per capita Deputy Mayor	1.24	1.40	1.32	1.49	1.39	1.61	1.08	1.21	1.26	1.43
\$ per capita Councillor	1.16	1.31	1.11	1.25	1.11	1.29	0.99	1.10	1.09	1.24
\$ per capita Total	9.83	12.66	16.84	22.27	16.78	17.59	13.39	16.12	14.21	17.16
% of fixed revenue Mayor	0.09%	0.10%	0.20%	0.15%	0.17%	0.13%	0.13%	0.10%	0.15%	0.12%
% of fixed revenue Deputy Mayor	0.07%	0.07%	0.09%	0.07%	0.11%	0.09%	0.07%	0.06%	0.09%	0.07%
% of fixed revenue Councillor	0.06%	0.06%	0.08%	0.06%	0.09%	0.07%	0.06%	0.05%	0.07%	0.06%
% of fixed revenue Total	0.52%	0.62%	1.20%	1.04%	1.35%	0.94%	0.87%	0.77%	0.99%	0.84%

Primary Analysis Criteria

It is noted that Charlottetown is a City and provides municipal services like the City of Corner Brook. However, both the Municipality of Pictou County and the Municipality of East Hants are regional or district municipalities which provide services to smaller rural communities. Based on this information, it is concluded that these municipal organizations are not appropriate to be utilized as comparisons for the City of Corner Brook and therefore, as previously indicated, the primary analysis of the data compiled from the municipal entities located in other Provinces will not form the basis of any recommendations contained in this Report.

However, for comparison purposes, the following analysis is provided.

It is important to note that the data collected pertaining the amount authorized by the *Councillor Remuneration and Reimbursement Regulations, 2001* is contained in this Table although it has no legal relevance. It is merely included for information and comparison purposes.

Comments on the data collected from the Atlantic Province municipalities are limited to remuneration on a “Per Capita basis” and remuneration as a “percentage of local revenue”.

Per Capita Basis

The Total Per Capita remuneration paid to Councillors in Corner Brook is lower than all the Atlantic counterparts included in this survey. Table 2 shows that Corner Brook is below the average, and well below the highest. As with the 2021 comparison, it is interesting to note that the municipal entity providing the highest Per Capita remuneration (Pictou County) is not providing the highest total remuneration (Charlottetown). This data is impacted by, among other factors, local revenue, population, and the number of Councillors.

The average of the data included shows that Councillors are compensated in the amount of

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\$17.16 per resident. This is an increase of almost \$3.00 per resident since 2021. Currently, at \$12.66, the total Councillor remuneration for the City of Corner Brook is \$244,716. The following Table contains the amount of compensation that is currently being received or would be received at the various rates at the current population of 19,333.

Table 3

Position	Current	Low	High	Average
Rate	12.66	12.66	22.27	17.16
Compensation	\$244,756	\$244,756	\$430,546	\$331,754

Percentage of Total Fixed Revenue Basis

As with the Per Capita comparison, an analysis on this criterion shows that the Councillors of the City of Corner Brook are receiving remuneration below the subject municipality average. This is depicted in the following Table.

Table 4

Position	Current	Low	High	Average
Rate	.62	.62	1.03	.84
Compensation	\$243,027	\$243,027	\$403,738	\$329,262

As depicted in Table 4, at .62%, the remuneration paid as a percentage of total revenue to the Councillors in Corner Brook is lower than the average of the Atlantic Province municipalities, and considerably lower than the highest.

When considering the methods of comparison, both methods demonstrate that the Councillors in Corner Brook are comparably below the average than their counterparts in the Atlantic Canada municipalities.

To reiterate, the details provided in this section are for information purposes only and will not be factored into any recommendations contained in the Report.

Within Province Municipalities

Throughout the following analysis several Charts will be used to illustrate the results of the data collected. To enhance the legibility of the charts the names of the respective municipalities have been abbreviated. Also, as the data in this Report includes that compiled during both the 2021 and the 2024 comparison, the relevant year is identified with the abbreviated name. This applies to the Charts only. Therefore, for information purposes, the following Table contains the municipality with the relevant year as depicted in the Chart. A component of the analysis includes a comparison to the average of the data compiled and the number “AVG” on the Charts contains this average.

Table 5

Municipality	Year	Chart Number
Corner Brook	2021	CB-21
Corner Brook	2024	CB-24
Mount Pearl	2021	MP-21
Mount Pearl	2024	MP-24
Conception Bay South	2021	CBS-21
Conception Bay South	2024	CBS-24
Paradise	2021	PAR-21
Paradise	2024	PAR-24
Gander	2021	GAN-21
Gander	2024	GAN-24
Grand Falls-Windsor	2021	GFW-21
Grand Falls-Windsor	2024	GFW-24
Average	2021	AVG-21
Average	2024	AVG-24

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The subject municipalities included in this Report are established by three (3) separate pieces of legislation. They are the *City of Corner Brook Act*, the *City of Mount Pearl Act*, and the *Municipalities Act, 1999*. Accordingly, the authority provided to the subject municipalities to compensate their Councillors is also contained in three (3) separate pieces of legislation. While governed by separate legislation, the authority contained within is similar enough to arrive at appropriate and defensible comparisons.

A significant distinction in the remuneration legislation is that while the Cities of Corner Brook and Mount Pearl authorize its Council to establish a “fixed” amount of remuneration to be paid to its elected officials, the other municipalities are provided a formula, included previously in this Report, whereby the amount of remuneration paid is dependent on the amount of local fixed revenue generated by the municipality. As previously indicated, for the purpose of this analysis, the total revenue of the municipality will be used rather than the local fixed revenue.

Also worthy of note is that all municipalities included in the analysis have a complement of seven (7) elected officials except for Conception Bay South which has nine (9) elected officials.

While this distinction provides a different mechanism through which levels of remuneration are determined, the analysis of the data collected will not factor in this mechanism. The analysis will focus on the result of the mechanism, that being the amount of remuneration paid, and not the mechanism itself.

Table 6 contains the primary data on which the analysis is undertaken.

Table 6
CITY OF CORNER BROOK
COUNCILLOR REMUNERATION REVIEW

	Municipality												Average	
	Corner Brook		Mount Pearl		CBS		Paradise		Gander		GFW		19,611	
Population	19,333		22,477		27,168		22,957		11,880		13,853		19,611	
Year	2021	2024	2021	2024	2021	2024	2021	2024	2021	2024	2021	2024	2021	2024
Fixed Revenue	36,558,400	39,197,890	53,318,000	58,483,356	36,456,806	42,512,455	37,971,665	41,880,716	18,633,850	23,277,798	20,054,152	21,230,391	33,832,146	37,763,768
Reviews Conducted	YES	YES	NO	NO	NO	NO	NO	YES	NO	NO	YES	NO		
Remuneration Policies	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES		
Mayor Remuneration	34,500	39,300	57,974	60,317	46,079	46,079	45,252	45,252	45,460	49,080	47,558	49,730	46,137	48,293
Deputy Mayor Remuneration	24,000	27,120	43,086	44,827	32,085	32,085	36,684	36,684	33,353	36,088	32,426	33,907	33,606	35,119
Councillor Remuneration	22,500	25,380	38,646	40,208	30,142	30,142	35,736	35,736	30,779	33,303	27,238	28,482	30,840	32,209
Total Councillor Remuneration	112,500	126,900	193,230	201,040	210,994	210,994	178,680	178,680	153,895	166,515	136,190	142,410	164,248	172,684
Other Benefits / Allowances	18,984	51,396	49,000	56,000	54,000	54,000	35,000	42,000	12,169	79,702	58,444	6,164	37,933	48,210
Total Remuneration	189,984	244,716	343,290	362,184	343,158	343,158	295,616	302,616	244,877	331,385	274,618	232,211	281,924	302,712
Amount Permitted	731,168	783,958	1,066,360	1,169,667	729,136	850,249	759,433	837,614	372,677	465,556	401,083	424,608	676,643	755,275
% of Permitted	25.98%	31.22%	32.19%	30.96%	47.06%	40.36%	38.93%	36.13%	65.71%	71.18%	68.47%	54.69%	41.67%	40.08%
\$ per capita Mayor	1.78	2.03	2.58	2.68	1.70	1.70	1.97	1.97	3.83	4.13	3.43	3.59	2.53	2.69
\$ per capita Deputy Mayor	1.24	1.40	1.92	1.99	1.18	1.18	1.60	1.60	2.81	3.04	2.34	2.45	1.85	1.96
\$ per capita Councillor	1.16	1.31	1.72	1.79	1.11	1.11	1.56	1.56	2.59	2.80	1.97	2.06	1.70	1.78
\$ per capita Total	9.83	12.66	15.27	16.11	12.63	12.63	12.88	13.18	20.61	27.89	19.82	16.76	15.77	16.41
% of fixed revenue Mayor	0.09%	0.10%	0.11%	0.10%	0.13%	0.11%	0.12%	0.11%	0.24%	0.21%	0.24%	0.23%	0.14%	0.15%
% of fixed revenue Deputy Mayor	0.07%	0.07%	0.08%	0.08%	0.09%	0.08%	0.10%	0.09%	0.18%	0.16%	0.16%	0.16%	0.10%	0.11%
% of fixed revenue Councillor	0.06%	0.06%	0.07%	0.07%	0.08%	0.07%	0.09%	0.09%	0.17%	0.14%	0.14%	0.13%	0.09%	0.10%
% of fixed revenue Total	0.52%	0.62%	0.64%	0.62%	0.94%	0.81%	0.78%	0.72%	1.31%	1.42%	1.37%	1.09%	0.89%	0.94%

Primary Analysis Criteria

The criteria on which the analysis contained in this Report is based is:

- Remuneration on a Per Capita basis
- Remuneration as a percentage of total fixed revenue
- Remuneration as a percentage of legislative authority

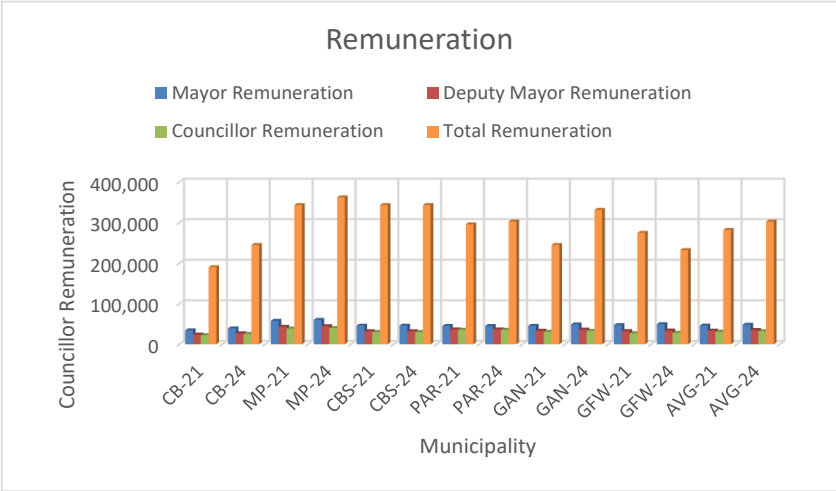
As previously indicated, it is important to note that the figures included in the various Tables may vary slightly from those appearing in other Tables due to rounding of the figures used in

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the calculations. The differences are minor and in no way negatively impact the analysis or recommendations.

Chart 1 below contains the amount of remuneration paid to the Mayor, Deputy Mayor, individual Councillors, and the total paid by the respective municipality. The amount paid to the Mayor is illustrated in blue, the Deputy Mayor in red, the Councillors in green, and the total in orange.

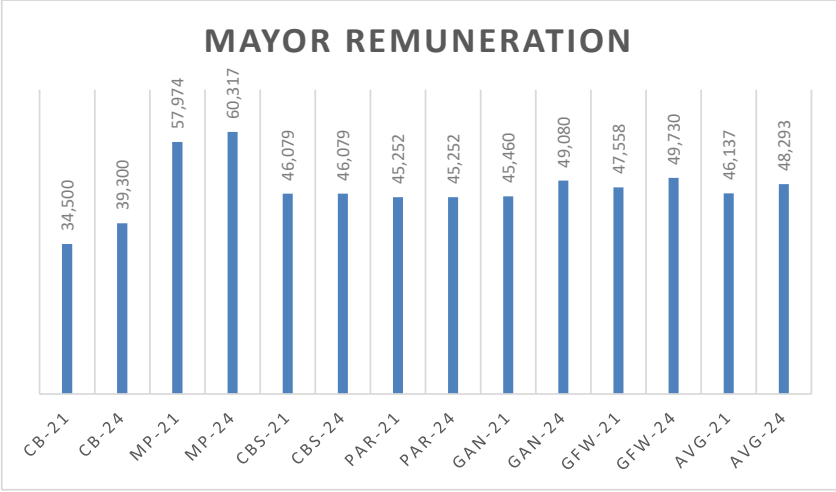
Chart 1



As the Chart illustrates, the total remuneration paid to elected officials by the City of Corner Brook is lower than all other subject municipalities. This data will be reflected throughout this section of the analysis.

To better illustrate this data, the following Charts are included depicting the specific offices, as well as the total remuneration paid. This information is provided to demonstrate that the elected officials in all positions with the City of Corner Brook receive lower compensation than their counterparts. No further analysis of this data will be provided in this section as the following detailed evaluation is based on the three criteria previously noted.

Chart 2



CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

Chart 3

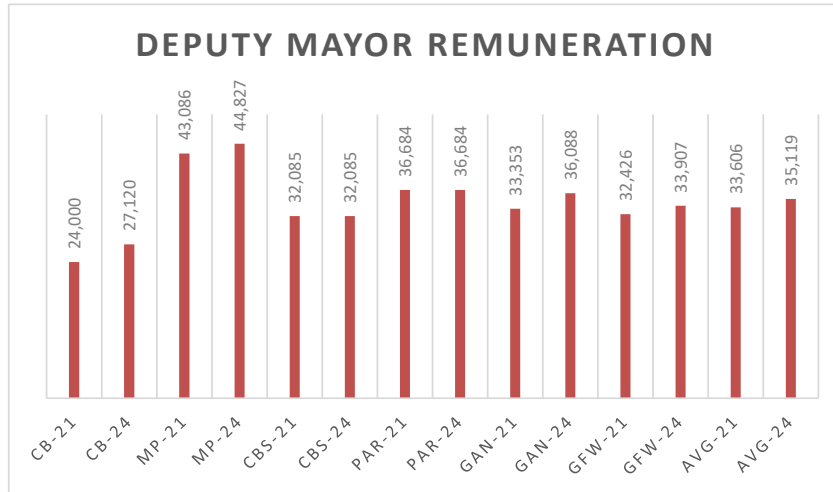


Chart 4

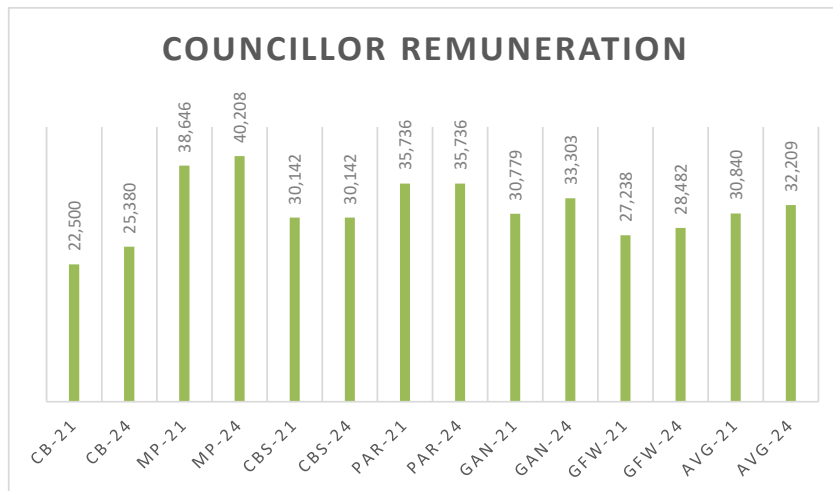
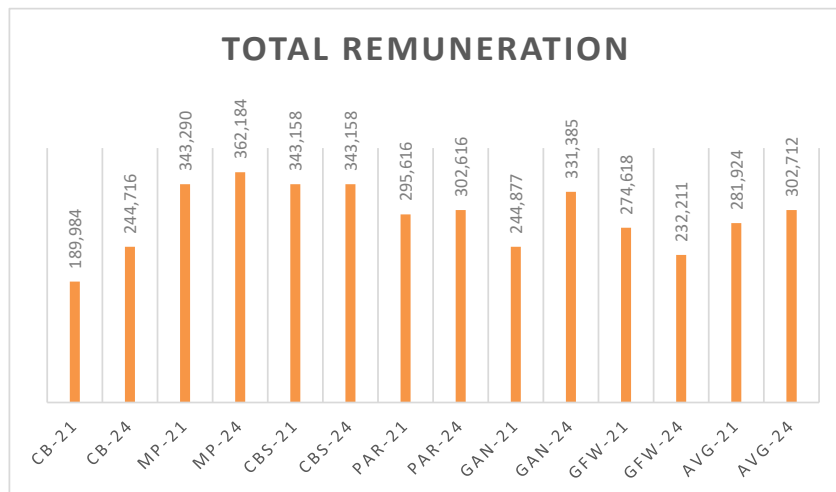


Chart 5

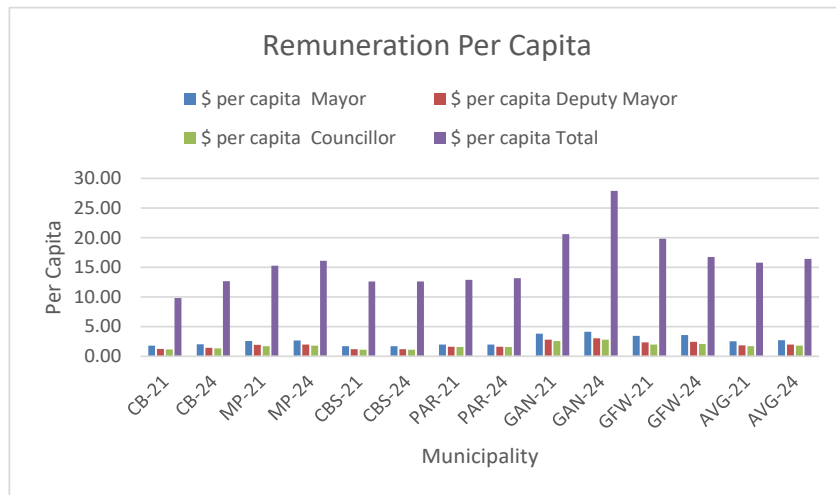


CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

Per Capita Basis

The results of the Per Capita analysis are contained in Chart 6 below. As in the previous Charts, this illustrates that the remuneration paid on a Per Capita basis in Corner Brook is lower than that paid in the other municipalities except for the Town of Conception Bay South. For the analysis and determining appropriate recommendations, an evaluation is undertaken on a position basis. While it is recognized that a division between offices within a municipality is important, determining the level of remuneration in relation to the counterpart office will form the basis of this analysis.

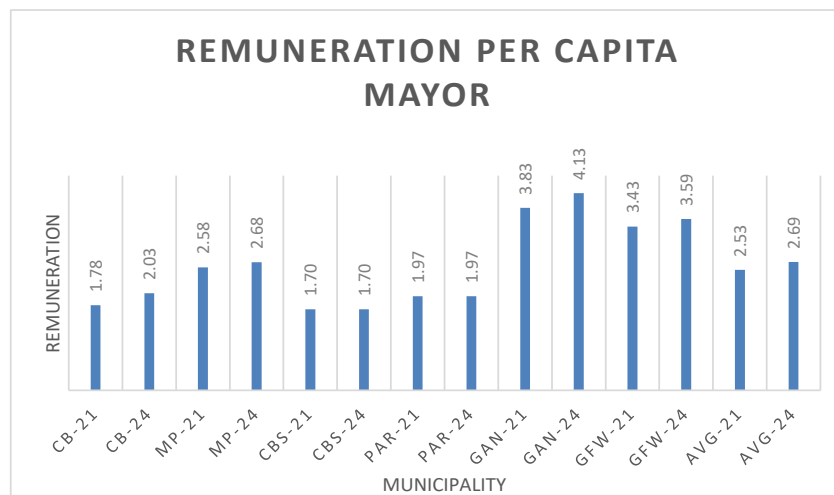
Chart 6



Mayor

The comparison of the remuneration paid to the Mayor of Corner Brook on a Per Capita basis is illustrated in Chart 7. This demonstrates that the Mayor receives lower remuneration Per Capita than all other comparable Mayors except for Conception Bay South and Paradise.

Chart 7



CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

As the Chart indicates, the Per Capita remuneration paid to the Mayor of Corner Brook is lower than all other subject municipalities except for Conception Bay South and Paradise.

The data included shows that while the Mayor of Corner Brook is compensated in the amount of \$2.03 per resident, the average remuneration for Mayors is \$2.69 per resident.

The following Table contains the amount of compensation that is currently being received or would be received at the various Per Capita rates at the current population of 19,333. Also included are the results from the 2021 comparison. Again, note that rounding of the data used results is slightly different outcomes.

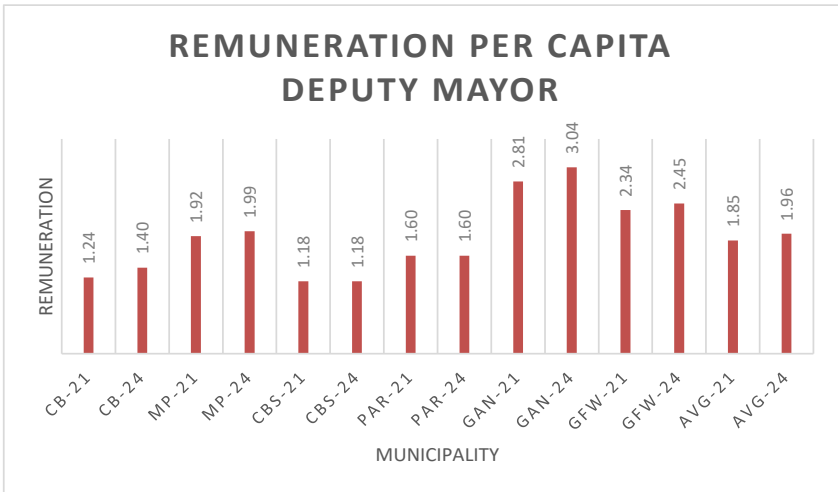
Table 7

Position	2021	2024	2021 Low	2024 Low	2021 High	2024 High	2021 Average	2024 Average
Rate	1.78	2.03	1.70	1.70	3.83	4.13	2.53	2.69
Compensation	\$34,413	\$39,246	\$32,866	\$32,866	\$74,045	\$79,845	\$48,912	\$50,006

Deputy Mayor

The comparison of the remuneration paid to the Deputy Mayor of Corner Brook on a Per Capita is illustrated in Chart 8. This demonstrates that the Deputy Mayor receives lower remuneration Per Capita than in all other comparable municipalities except for Conception Bay South.

Chart 8



As the Chart indicates, the Per Capita remuneration paid to the Deputy Mayor of Corner Brook is lower than all other subject municipalities except for Conception Bay South.

The data included shows that while the Deputy Mayor of Corner Brook is compensated in the amount of \$1.40 per resident, the average remuneration for Deputy Mayors is \$1.96 per resident.

The following Table contains the amount of compensation that is currently being received or would be received at the various Per Capita rates at the current population of 19,333. For comparison purposes, also included is the 2021 data.

Table 8

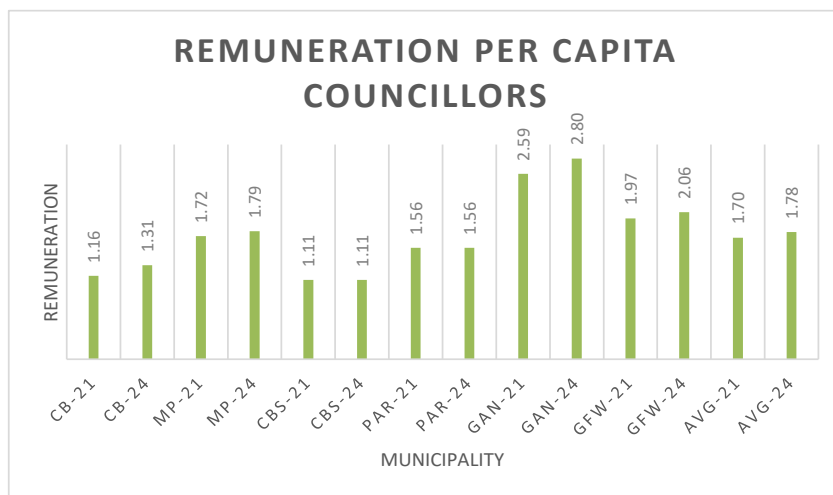
Position	2021	2024	2021 Low	2024 Low	2021 High	2024 High	2021 Average	2024 Average
Rate	1.24	1.40	1.18	1.18	2.81	3.04	1.85	1.96
Compensation	\$23,973	\$27,066	\$22,813	\$22,813	\$54,326	\$58,772	\$35,766	\$37,893

CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

Councillor

The comparison of the remuneration paid to the individual Councillors of Corner Brook on a Per Capita basis is illustrated in Chart 9. As with the previous two (2) positions, this demonstrates that the Councillors receive lower remuneration Per Capita than in all other comparable municipalities except for Conception Bay South.

Chart 9



As the Chart indicates, the Per Capita remuneration paid to the Councillors, as with the Mayor and Deputy Mayor of Corner Brook, is lower than all other subject municipalities except for Conception Bay South.

The data included shows that while the Councillors of Corner Brook are compensated in the amount of \$1.31 per resident, the average remuneration for Councillors is \$1.78 per resident.

The following Table contains the amount of compensation that is currently being received or would be received at the various Per Capita rates at the current population of 19,333. For comparison purposes, also included is the 2021 data.

Table 9

Position	2021	2024	2021 Low	2024 Low	2021 High	2024 High	2021 Average	2024 Average
Rate	1.16	1.31	1.11	1.11	2.59	2.80	1.70	1.78
Compensation	\$22,426	\$25,326	\$21,460	\$21,460	\$50,072	\$54,132	\$32,866	\$34,413

Percentage of Total Fixed Revenue Basis

The second criteria on which an analysis of the remuneration being paid in Corner Brook is as a percentage of the total fixed revenue. As in the analysis undertaken on a Per Capita basis, the following Chart illustrates that the elected officials in Corner Brook are compensated lower than their counterparts.

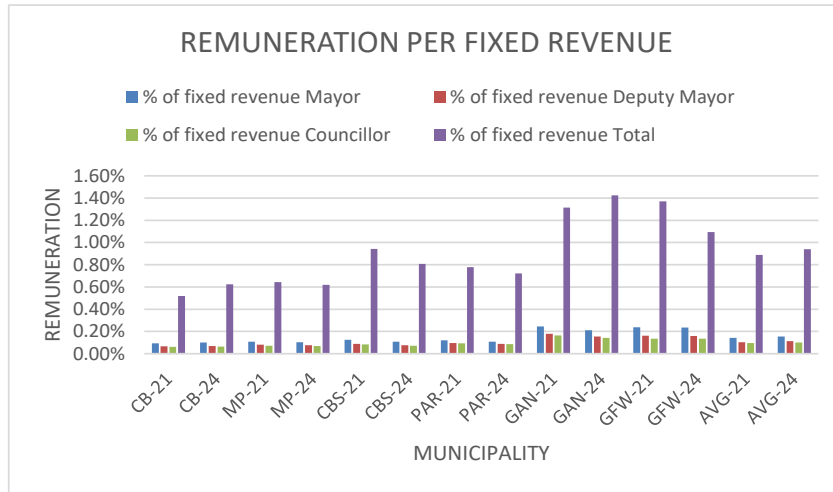
The results of the analysis will also be depicted on each position as with the Per Capita comparison.

The calculation as the percentage of total fixed revenue is based on revenue in the amount of \$39,197,890.

As with the previous analysis, there will be slight differences in the resulting values that are contained in Table 6 due to the rounding of figures.

CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

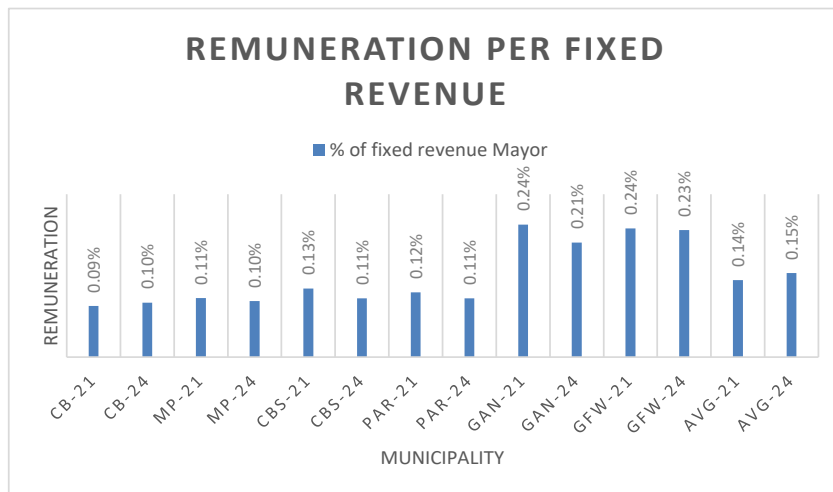
Chart 10



Mayor

As with the Per Capita comparison, the comparison of the remuneration paid to Mayors as a percentage of total revenue shows that the Mayor of Corner Brook is below the comparison municipalities average. This is depicted in the following Chart.

Chart 11



As depicted in Table 10, at .10%, the remuneration paid as a percentage of total revenue to the Mayor of Corner Brook is lower than that of their counterparts except for Mount Pearl.

The average of the data included shows that while the Mayor of Corner Brook is compensated in the amount of .10 as a percentage of total revenue, the average remuneration for Mayors is .15%.

Table 10

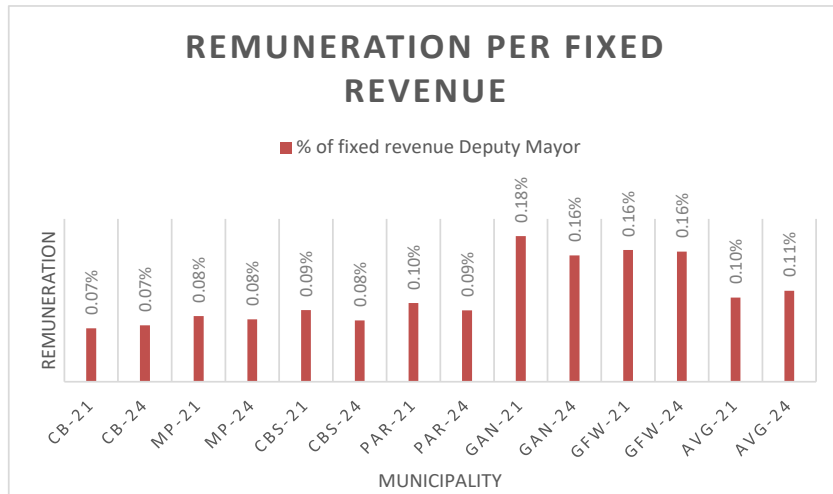
Position	2021	2024	2021 Low	2024 Low	2021 High	2024 High	2021 Average	2024 Average
Rate	.09	.10	.09	.10	.24	.23	.14	.15
Compensation	\$35,278	\$39,198	\$35,278	\$39,198	\$94,291	\$90,155	\$54,877	\$58,797

Deputy Mayor

The comparison of the remuneration paid to Deputy Mayors as a percentage of total revenue shows that the Deputy Mayor of Corner Brook is below the comparison municipalities average. This is depicted in the following Chart.

CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

Chart 12



As depicted in Table 11, at .07%, the remuneration paid as a percentage of total revenue to the Deputy Mayor of Corner Brook is lower than that of their counterparts. For calculation purposes the value used is .0694%. This is to distinguish the value used for the Councillor calculation which is .0647%.

The average of the data included shows that while the Deputy Mayor of Corner Brook is compensated in the amount of .07 as a percentage of total revenue, the average remuneration for the Deputy Mayors is .11%.

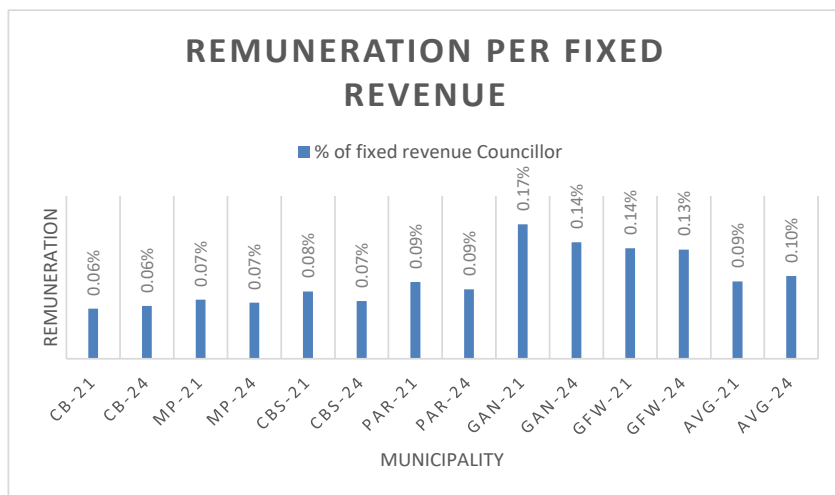
Table 11

Position	2021	2024	2021 Low	2024 Low	2021 High	2024 High	2021 Average	2024 Average
Rate	.07	.07	.07	.07	.18	.16	.10	.11
Compensation	\$27,125	\$27,125	\$27,125	\$27,125	\$70,669	\$62,717	\$39,198	\$43,118

Councillor

As with the previous offices, the comparison of the remuneration paid to individual Councillors as a percentage of total revenue shows that the Councillors of Corner Brook are below the comparison municipalities average. This is depicted in the following Chart.

Chart 12



CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

As depicted in Table 12, at .06%, the remuneration paid as a percentage of fixed revenue to the Councillors of Corner Brook is lower than that of their counterparts. As previously noted, the value used for the calculation is .0647%.

The average of the data included shows that while the Councillors of Corner Brook are compensated in the amount of .06 as a percentage of total revenue, the average remuneration for Councillors is .10%.

Table 12

Position	2021	2024	2021 Low	2024 Low	2021 High	2024 High	2021 Average	2024 Average
Rate	.06	.06	.06	.06	.17	.14	.09	.10
Compensation	\$25,361	\$25,361	\$25,361	\$25,361	\$66,730	\$54,877	\$35,278	\$39,198

Percentage of Legislative Authority

As previously indicated, it is recognized that the City of Corner Brook and the City of Mount Pearl are not subject to the restrictions imposed by the *Councillor Remuneration and Reimbursement Regulations*. Therefore, the significance of this component of the analysis is lower than that of the comparison on the former criteria. However, to facilitate this comparison, the principles of these *Regulations* will be used in this analysis.

The *Councillor Remuneration and Reimbursement Regulations, 2001* defines the formula to be used by municipalities established under the *Municipalities Act, 1999* in determining the level of remuneration to be paid to its elected officials. While it does not specify the amount to be paid, it does provide a maximum compensation based on the amount of fixed revenue collected by the municipality. “Fixed revenue” is defined as “revenue raised from municipal taxes, municipal operating grants, grants in lieu and other assured revenues other than subsidies paid by the province to a Council”. As previously noted, all municipalities included in this analysis are deemed to be within the “large” municipality category by the Department and financially supported on the same basis. Therefore, the revenue used in this method of evaluation is the total revenue included in each municipality 2024 budget.

The formula identifies revenue levels with the greater the level of fixed revenue, the lower the percentage of this revenue to be paid in remuneration. As all subject municipalities have a fixed revenue greater than \$1,000,000, they are all subject to the cap of 2% of this fixed revenue in determining an appropriate level of remuneration. This factor is also taken into consideration in determining that the evaluation on this criterion is relevant.

The following Table illustrates that of the amount of remuneration permitted, or would be permitted, by the *Regulations*. It shows that the City of Corner Brook pays only 31.22% of that authorized.

Table 13

Year	CB-21	CB-24	MP-21	MP-24	CBS-21	CBS-24	PAR-21	PAR-24	GAN-21	GAN-24	GFW-21	GFW-24	AVG-21	AVG-24
Fixed Revenue	36,558,400	39,197,890	53,318,000	58,483,356	36,456,806	42,512,455	37,971,665	41,880,716	18,633,850	23,277,798	20,054,152	21,230,391	33,832,146	37,763,768
Total Remuneration	189,984	244,716	343,290	362,184	343,158	343,158	295,616	302,616	244,877	331,385	274,618	232,211	281,924	302,712
Amount Permitted	731,168	783,958	1,066,360	1,169,667	729,136	850,249	759,433	837,614	372,677	465,556	401,083	424,608	676,643	755,275
% of Permitted	25.98%	31.22%	32.19%	30.96%	47.06%	40.36%	38.93%	36.13%	65.71%	71.18%	68.47%	54.69%	41.67%	40.08%

It is evident from the data in this Table that the remuneration paid in Corner Brook falls below the provincial average for comparable municipalities, and significantly below its permitted level. While the total remuneration is \$244,716, the *Regulations* permit as much as \$783,958.

As with the other comparison criteria, Table 14 below identifies where the City of Corner Brook is with respect to other municipalities in the province. As the municipality availing of the

CITY OF CORNER BROOK: COUNCILLOR REMUNERATION REVIEW 2024

lowest percentage of that permitted remuneration in the amount of \$244,716 is being paid to its elected officials. Applying the highest would result in payments totaling \$558,021. The average of 40.08% would increase payments to Councillors by approximately \$69,458 to \$314,210.

Table 14

Position	2021	2024	2021 Low	2024 Low	2021 High	2024 High	2021 Average	2024 Average
Rate	25.98%	31.22%	25.98%	31.22%	68.47%	71.18%	41.67%	40.08%
Compensation	\$189,957	\$244,752	\$189,957	\$244,752	\$500,631	\$558,021	\$304,678	\$314,210

RECOMMENDATION

LW Consulting was engaged by the Council for the City of Corner Brook to assess the level of remuneration paid to its Councillors. The objective of the project was to determine if the compensation paid to the Councillors of the City was comparable to their counterparts in other selected municipalities. It was initially decided that the municipalities included in the study would consist of towns both within and outside the Province. However, as the analysis progressed, it was decided that, even though the information was compiled from the identified municipalities in the other Atlantic Provinces, only those selected municipalities from within this Province would be used to determine appropriate levels of compensation.

The data compiled from the other Atlantic Province municipalities is included in Table 2 and is provided for information purposes.

In accordance with the Proposal approved by Council, the quantifiable factors contained in this Report include the remuneration paid on a Per Capita basis, that paid as a percentage of total fixed revenue, and that paid as a percentage of what the *Councillor Remuneration and Reimbursement Regulations* authorize.

In addition to the results of the municipal surveys, there were two primary factors considered in determining an appropriate recommendation for this compensation review.

First, the expenditure of public funds is always under close scrutiny by the residents of a community. With the increasing cost of delivering municipal service and programs, the decision by the Councillors to increase the level of their remuneration is perceived by many to be a self-serving act. Few residents support an increase in the level of compensation and the expenditure of public funds on remuneration when there are so many other demands on the use of these funds. Regrettably, this opinion is formed by many who have no real appreciation for the level of effort required by elected officials in providing the guidance and policy direction to municipal official officials in the delivery of services and programs.

This leads to the second factor considered in determining an appropriate recommendation. One component of the 2021 review was to canvass the elected officials to determine the level of effort required of them in their respective offices. As determined in that review, the level of effort is significant, and comparable to that of their counterparts in the other participating municipalities.

Therefore, despite the usual public opposition to the increase in remuneration levels and taking into consideration the comparable level of effort required of elected officials in the City of Corner Brook, as with the review undertaken in 2021, it is evident from all components of this research that an increase in remuneration is easily substantiated for the City of Corner Brook. In all categories the amount paid fell below that paid to their counterparts in other municipalities.

The demands on a Municipal Councillors time are significant. The time spent attending Council and committee meetings, community functions, and just having daily interactions with residents requires a major commitment. However, it is a commitment they are quite prepared to make.

From the involvement of the Partners of LW Consulting as CAO’s with two (2) of the surveyed municipalities, the sector in general, and the City of Corner Brook in particular, this level of commitment can easily be attested.

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An additional issue to be determined is the difference between the levels of compensation paid between the Mayor, Deputy Mayor, and the Councillors. Not only should each office be compensated comparable to their counterparts in other municipalities, but the compensation should also be fair and reasonable in relation to the other offices at the City.

To establish appropriate levels of compensation for all offices, political sensitivities must be factored into the recommendation. A recommendation to increase remuneration, and the amount of the increase, can be linked to either of the two (2) primary evaluation criteria – (1) Per Capita or (2) as a percentage of fixed revenue, or on the average paid by all participating municipalities. On the basis that an increase in remuneration can be easily justified, the decision remained as to what criteria to base the recommended increase on.

After much consideration it was determined that to base the recommended increase on the percentage of fixed revenue criteria would have resulted in a significantly greater increase in remuneration. It was also determined that the use of the Per Capita method would have resulted in increases that would likely be unpopular with the residents. Therefore, considering the political sensitivities associated with elected officials approving an increase in the level of their own compensation, it was decided to base the recommendation on the average of compensation paid to the participating municipalities as determined by the Per Capita basis analysis. The amount recommended using this approach is slightly lower than if the actual Per Capita amounts were used due to the population of the City of Corner Brook (19,333) is slightly lower than the average of the participating municipalities (19,611).

Recommendation 1 pertains to the level of remuneration to be paid to the Councillors of the City of Corner Brook.

Recommendation 1

It is recommended that an adjustment be made to the level of remuneration paid to Councillors of the City of Corner Brook from the current \$25,380 annually to \$32,209 annually.

Recommendation 2 pertains to the level of remuneration to be paid to the Deputy Mayor of the City of Corner Brook.

Recommendation 2

It is recommended that an adjustment be made to the level of remuneration paid to the Deputy Mayor of the City of Corner Brook from the current \$27,066 annually to \$35,119 annually.

Recommendation 3 pertains to the level of remuneration to be paid to the Mayor of the City of Corner Brook.

Recommendation 3

It is recommended that an adjustment be made to the level of remuneration paid to the Mayor of the City of Corner Brook from the current \$39,246 annually to \$48,293 annually.

These recommended increases not only align the remuneration paid to the elected officials in the City of Corner Brook with their counterparts within the Province, but it also results in an appropriate separation between the remuneration paid to the Mayor, Deputy Mayor, and Councillors. With the support of the data compiled during this analysis, this is believed to be a very defensible position.

The summary of the Recommendations is contained in Table 15.

Table 15

Remuneration	Mayor	Deputy Mayor	Councillor
Current	39,300	27,120	25,380
Proposed	48,293	35,119	32,209

The levels of remuneration recommended in this Report reflect the appropriate amounts based on the current level of remuneration paid to the counterparts in the other municipalities. The following Table illustrates the recommended level of remuneration compared to the

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remuneration received by the other elected officials in the other comparable municipalities.

Table 16

	Corner Brook	Mount Pearl	CBS	Paradise	Gander	GFW	Average
Population	19,333	22,477	27,168	22,957	11,880	13,853	19,166
Mayor Remuneration	48,293	60,317	46,079	45,252	49,080	49,730	48,293
Deputy Mayor Remuneration	35,119	44,827	32,085	36,684	36,088	33,907	35,119
Councillor Remuneration	32,209	40,208	30,142	35,736	33,303	28,482	32,209

The total compensation resulting from these recommendations will increase from the current \$244, 716, which includes remuneration and other benefits and allowances, to \$295,853. This represents an overall increase of \$51,137.

The City of Corner Brook *Council Remuneration and Reimbursement Regulations, 2018* state that any recommended increases, as included in Table 15, are to take effect the first of the month following the next Council election which is scheduled for September of 2025. It is also recommended that these rates be reviewed, and if required, adjusted annually in accordance with the Consumer Price Index for the Corner Brook region. This will provide an annual adjustment to Councillor remuneration with a re-evaluation being conducted as required by the current City of Corner Brook *Council Remuneration and Reimbursement Regulation, 2018*. It will also minimize the magnitude of the adjustment required from an adjustment resulting from an analysis every four (4) years.

Recommendation 4 pertains to an annual adjustment of the level of remuneration being in accordance with the Consumer Price Index for the Corner Brook region.

Recommendation 4

It is recommended that the level of remuneration included in the City of Corner Brook *Council Remuneration and Reimbursement Regulation, 2018* be adjusted annually in accordance with the Consumer Price Index for the Corner Brook region and that the current provision of Section 15 of the City of Corner Brook *Council Remuneration and Reimbursement Regulations, 2018* be maintained in the revised City of Corner Brook *Council Remuneration and Reimbursement Regulations, 2021*

CONCLUSION

LW Consulting thanks Council for the opportunity to assist with the review of the level of remuneration paid to its Councillors. The recommended levels of payment will result in the Councillors for the City of Corner Brook being compensated comparable to similar municipalities. It should be emphasized that the methodology used in determining this level of compensation is based on the average remuneration paid as a percentage of total fixed revenue. This approach results in actual compensation that is comparable to the municipality average and on what is believed to reflect the municipalities capacity to pay. Of course, being the average, some of the subject municipalities are receiving a higher level of remuneration as determined by the criteria applied. However, the results of the analysis demonstrate that the recommendations align elected officials in Corner Brook with their counterparts and provide an appropriate separation between the various offices.

The City of Corner Brook is the regional hub for the western part of the Province. Therefore, it is crucial that the City compensate its elected officials appropriately to attract the individuals with the capacity and skill set to guide and direct the City of Corner Brook into a prosperous future.

We trust that the expectations of Council in engaging LW Consulting in this process has been

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met and look forward to working with the Council and Staff of the City of Corner Brook in the future.

Respectfully Submitted,

Dan Noseworthy, B. Comm (Hons)

Dan Noseworthy

Gerard Lewis, MMC

Gerard Lewis

LW Consulting

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