



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **Monday, September 16, 2019 at 7:00 PM. Council Chambers, City Hall.**

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CITY CLERK

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Page

**1 CALL MEETING TO ORDER**

**2 APPROVALS**

2.1 Approval of Agenda

2.2 Conflict of Interest

3 - 8 2.3 Approval of Minutes, August 26, 2019

9 - 10 2.4 Confirmation of Minutes

**3 BUSINESS ARISING FROM MINUTES**

3.1 Business Arising From Minutes

**4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/**

11 4.1 National Polycystic Kidney Disease Awareness, September 4, 2019

13 4.2 Prostate Cancer Awareness Month, September 2019

15 4.3 Pride Week, September 16-22, 2019

17 - 18 4.4 COMMUNITY AWARDS 2019

**5 TENDERS**

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27 - 33 5.2 Combined Sewer Separation Phase 1 -Change Order No. 21

35 - 41 5.3 Combined Sewer Separation Phase 1 - Change Order No. 29

43 - 48 5.4 Combined Sewer Separation Phase 1 - Change order No. 31

**6 MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT**

49 - 53 6.1 Municipal Plan Amendment MP19-03 & DR19-03 - Comprehensive Residential Development Area(CRDA) to Residential Medium Density(RMD)- 701 O'Connell Drive

**7 PLANNING AND DEVELOPMENT**

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**9 AGREEMENTS**

109 - 120 9.1 Purchase & Sale Agreement - AMENDMENT - 53 Lundrigan Drive

121 - 133 9.2 Lease Agreement - 91 Humber Road

**10 ADJOURNMENT**

**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 26 AUGUST, 2019 AT 12:00 PM**

<b>PRESENT:</b>		
Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	B. Griffin	D. Charters, Director Community Engineering Development and Planning
Councillors:	J. Carey L. Chaisson V. Granter B. Staeben	T. Flynn, Director of Protective Services D. Burden, Director of Public Works, Water and Waste Water Services M. Redmond, City Clerk B. Tibbo, Seargent-At-Arms
Absent with regrets: Councillor T. Buckle and Director of Finance and Administration		

**CALL MEETING TO ORDER**

The meeting was called to order at 12:00 p.m.

**19-143      2019 Come Home Year Committee**

Representatives from the 2019 Come Home Year Committee were recognized for the success of the Come Home Year Celebrations.

**19-144      Approval of Agenda**

On motion by Councillor V. Granter, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the agenda for the Regular Council meeting, August 26, 2019, as circulated. **MOTION CARRIED.**

**19-145      Conflict of Interest**

It was agreed to address this item for each individual agenda item.

**19-146      Approval of Minutes**

On motion by Deputy Mayor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of July 15, 2019, as presented. **MOTION CARRIED.**

**19-147      Confirmation of Minutes**

On motion by Councillor B. Staeben, seconded by Councillor J Carey, it is **RESOLVED** to ratify Minute CC19-031 - Articles of Agreement with Employment and Social Development Canada Project No. 1588358 for \$10,211 for the purchase of recreational wheelchairs. **MOTION CARRIED.**

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On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-035 - Execution of the Funding Agreement with Trans Canada Trail to conduct a Multi-Purpose Trail Study. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to ratify Minute CC19-036 - Execution of the Funding Agreement with Employment and Social Development Canada for the purchase of two all-terrain wheelchairs and one beach wheelchair. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-050 – Approval of Agenda for the Council in Committee meeting, August 1, 2019, as presented. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey it is **RESOLVED** to ratify Minute CC19-053 – Execute the Municipal Affairs and Environment Infrastructure Agreement for the Jubilee Field Clubhouse (17-CCR-20-00009) for a total project cost of \$1,830,695 (HST Included). **MOTION CARRIED.**

On motion by Deputy Mayor B. Staeben, seconded by Councillor V. Granter,, it is **RESOLVED** to ratify Minute CC19-054 – Contract Administration Services Prime Consultant Agreement (PCA) with LAT49 Architecture Inc. for the Jubilee Clubhouse project at a price of \$85,272.50 (HST Included). **MOTION CARRIED.**

On motion by Councillor B. Staeben seconded by Councillor L. Chaisson it is **RESOLVED** to ratify Minute CC19-055 – Tender from West Coast Excavating & Equipment Co. Ltd. For the tender price of \$263,177.50 (HST Included) for Traffic Signal Improvements at Main Street and West Street. **MOTION CARRIED.**

On motion by Councillor B. Staeben seconded by Councillor T. Buckle, it is **RESOLVED** that Councillor J. Carey did not have a Conflict of Interest to declare on agenda Item No. 4. Gibbons Avenue Retaining Wall 2019-35. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Councillor L. Chaisson, it is **RESOLVED** to ratify Minute CC19-056 - to award the tender to Cangro Services for the tender price of \$51,100.25 for the Gibbons Avenue Retaining Wall Replacement project. **MOTION CARRIED.**

On motion by Councillor B. Staeben seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-058 – Approval of Agenda for the Council in Committee meeting, August 5, 2019, as presented. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-060 – Municipal Affairs and Environment Infrastructure Agreement for the Confederation/West Valley Roundabout Project (17-RNC-20-00003) for the total project cost of \$865,000 (HST Included). **MOTION CARRIED.**

**19-148 Business Arising From Minutes**

Councillor Chaisson inquired on the rationale for funding the Confederation Drive/Westvalley Road roundabout project over other capital projects. Mayor Parsons advised that there were a number of major traffic deficiencies identified at this intersection based upon an assessment conducted by Harbourside Engineering. Based upon the traffic assessment review this project was ranked as priority number fourteen (14) by Council and staff and the list was submitted to the province and the federal government. Both levels of government then conducted their own assessment and subsequently ranked the roundabout project as meeting all the funding criteria and hence awarded funding for the project.

**19-149 Proclamation - Northeast Shrine Association's Day**

Councillor L. Chaisson advised that she signed a proclamation declaring August 15, 2019 as Northeast Shrine Association's Day.

**19-150 Tender - Supply of (3) Three 1/2 Ton Trucks**

On motion by Deputy Mayor B. Griffin seconded by Councillor B. Staeben, it is **RESOLVED** that Corner Brook City Council award the contract to Terra Nova GMC Buick for the amount of \$126,867.26 (HST Included) for the supply of three (3) NEW Y2 Ton 4x4 Trucks. **MOTION CARRIED.**

**19-151 Georgetown Road Water Lateral Replacement 2019-42**

Councillor J. Carey disclosed that one of the bidders contributed to his election campaign.

**On motion by Councillor L. Chaisson, seconded by Councillor by Deputy Mayor B. Griffin it is RESOLVED that Councillor Carey is not in a Conflict of Interest. MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is RESOLVED that the Council of the City of Corner Brook award the tender to West Coast Excavating and Equipment Co. Ltd. for the tender price of \$342,373.40 (HST Included) for the Georgetown Road Water Lateral Replacement Contract 2019-42. **(Councillor J. Carey voted against the motion). MOTION CARRIED.**

- 19-152**     **Gale/Cochrane St. - Substandard Water Line Replacement 2019-41**  
On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to award the tender for the Gale/Cochrane Street Substandard Water Line Replacement Contract 2019-41 to Marine Contractors Inc. for the tender price of \$498,209.90 (HST Included). **MOTION CARRIED.**
- 19-153**     **Major Bertram Butler Trail Development 2019-39**  
On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Cary, it is **RESOLVED** to award the tender for the Major Bertram Butler Trail Development Contract 2019-39. to Cangro Services Limited for the Tender price of \$142,869.68 (HST Included). **MOTION CARRIED**
- 19-154**     **Jubilee Field Baseball Building 2019-43**  
Councillor V. Granter disclosed that his employer will be providing material to the preferred bidder.
- On motion by Councillor J. Carey, seconded by Councillor L. Chaisson it is RESOLVED that Councillor Carey is in a Conflict of Interest. (Mayor Parsons and Councillors Carey and Staeben voted against the motion) Councillor Granter was permitted to vote on this agenda item.**
- On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to award the tender for the Jubilee Field Baseball Building Contract 2019-43.to Brook Construction Ltd. for the tender price of \$1,799,855.00 (HST Included) **MOTION CARRIED.**
- 19-155**     **Margaret Bowater Park Cleaning Contract**  
**Councillor L. Chaisson declared that she is a member of the Humber Valley Employment Corporation and abstained from voting and discussion on this agenda item.**
- On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the maintenance services of the Humber Valley Community Employment Corporation at the Margaret Bowater Park building and grounds for the amount of \$9826.50 HST Inc. **MOTION CARRIED.**
- 19-156**     **Civic Centre Snow Clearing Contract**  
On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to award the contract for Civic Center snow clearing contract to Ron Flynn Transportation Ltd. in the amount of \$52,322.70 (HST Included). **MOTION CARRIED.**
- 19-157**     **Combined Sewer Separation Phase 3 - Amendment 14**  
On motion by Councillor L. Chaisson, seconded by Councillor V. Granter, it is **RESOLVED** to approve execution of the PCA Amendment No. 14 for the

Combined Sewer Separation Phase 3 2017-22 for Newfoundland Design Civil Limited in the amount of \$83,327.10 (HST Included). **MOTION CARRIED.**

**19-158**      **Municipal Plan Amendment MP19-02 & Development Regulation Amendment DR19-02 - Amendment to Allow Solid Waste Uses in the Rural Designation and Land Use Zone**

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** that the Council of the City of Corner Brook approve proposed text amendment MP19-02 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012;and

**BE IT FURTHER RESOLVED** that the Council of the City of Corner Brook approve proposed text amendment DR19-02to the City of Corner Brook's 2012 Development Regulations; and

**BE IT FURTHER RESOLVED** that the Council of the City of Corner Brook authorize staff to submit the proposed amendments to the provincial government for ministerial approval and registration; and

**BE IT FURTHER RESOLVED** that the Council of the City of Corner Brook Authorize staff to give statutory notice of registration of the amendments following ministerial approval and registration under (3). **MOTION CARRIED.**

**19-159**      **Metered Parking Regulation- Amendment**

Councillor L. Chaisson gave notice that the following motion be considered at the next Public Council meeting:

Pursuant to the powers vested in it under Sections 197, 188, 203, 438, & 439 of the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended, Section 189 of the Highway Traffic Act, R.S.N.L. 1990, c. H-3, as amended, (a) delegation(s) of power by the Minister of Transportation and Works dated February 8, 2010, and all other powers it enabling, the Council of the City of Corner Brook hereby adopts and enacts the Metered Parking Regulations 2019 and thereby repeals the current Parking Meter Regulations that were enacted April 21st, 2008.

**19-160**      **Taxi Regulations - Amendment**

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** that the Council of the City of Corner Brook hereby amends the Taxi Regulations, 2018, by increasing the fares to be paid by users of taxis as per revised Schedule D of the Corner Brook Taxi Regulations, 2018, and to be effective September 1st, 2019. **MOTION CARRIED.**

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- 19-161**     **Interest Relief Request - Catholic School Foundation**  
On motion by Councillor B. Staeben, seconded by Councillor L. Chaisson, it is **RESOLVED** to deny the request of the Catholic School Foundation of Corner Brook for interest relief at 112 Humber Road. **MOTION CARRIED.**
- 19-162**     **Funding for Centre for Research and Innovation**  
On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the funding request from Grenfell Campus, Memorial University, for the amount of \$10,000 per year for five years for the Centre for Research and Innovation starting in 2019; and  
  
**IT IS FURTHER RESOLVED** to waive all taxes on the property with the exception of any commercial businesses that operate out of the facility. **MOTION CARRIED.**
- 19-163**     **Lease Agreement - Leggo's Avenue**  
On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve execution of the Lease Agreement between the City of Corner Brook and the property owner at 10 Leggos Avenue for city land adjacent to 10 Leggo's Avenue. **MOTION CARRIED.**
- 19-164**     **Lease Agreement - Lundrigan Drive**  
On motion by Councillor V. Granter, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve execution of the Lease Agreement between the City of Corner Brook and Western Sno-Riders Inc. for city land on Lundrigan Drive. **MOTION CARRIED.**
- 19-165**     **Lease Agreement - Forever Young Fitness Centre**  
On motion by Councillor J. Carey, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve execution of the Lease Agreement with Forever Young Fitness Centre for 675 square feet of additional space. **MOTION CARRIED.**

**ADJOURNMENT**

The meeting adjourned at 1:15 p.m.

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



	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Subject Matter: Ratification of Decisions</b>	
<b>Report Information</b>	
<b>Department: City Clerk's Office</b>	<b>Attachments: N/A</b>
<b>Prepared By: Marina Redmond</b>	<b>Council Meeting Date: Sept. 16, 2019</b>

**Issue:** To ratify decisions made in a privileged meeting in accordance with the *City of Corner Brook Act*.

**Proposed Resolution:**

**September 9, 2019 – Council in Committee Meeting**

It is **RESOLVED** to ratify minute CC19-062 – Approval of Agenda

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to waive the twenty-four hour notice and approve the agenda for the Council in Committee meeting, September 9, 2019 to consider the following:

1. Woodman's Avenue Culvert Upgrade
2. Griffin Drive to Riverside Drive Trail Resurfacing 2019-40 Contract.


**MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-064 – Woodman's Avenue Culvert Upgrade

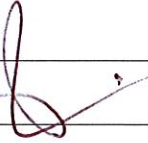
On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **RESOLVED** to ratify Minute CC19-064 – Woodman's Avenue Culvert Upgrade, to authorize staff to submit a request to the Department of Municipal Affairs and Environment to increase funding for the Woodman's Avenue Culvert Upgrade Project by approximately \$280,000 under the 2017-2020 Multi Year Capital Works Funding. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-065 – Tender – Griffin Drive to Riverside Drive Trail Resurfacing 2019-40

On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to ratify Minute CC19-065 – to cancel the Tender for the Griffin Drive to Riverside Drive Trail Resurfacing Contract 2019-40. **MOTION CARRIED.**

	<b>City of Corner Brook Request for Decision (RFD)</b>
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**Governance Implications:** In accordance with section 41 (3) of the *City of Corner Brook Act*, "Where a decision is made by the councillors at a privileged meeting, the decision, in order to be valid, shall be ratified at a public meeting of the council."

<b>Prepared by:</b> Marina Redmond	
<b>Director:</b>	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b>	

**Additional Comments by City Manager:**

**NATIONAL POLYCYSTIC KIDNEY DISEASE AWARENESS DAY**

**September 4, 2019**

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

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

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

**THEREFORE**, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim **September 4, 2019 National Polycystic Kidney Disease Awareness Day** in Corner Brook.

**DATED** at Corner Brook, Newfoundland, this 4<sup>th</sup> day of September, 2019.



\_\_\_\_\_  
Jim Parsons, Mayor





City of Corner Brook

## A Proclamation

**PROSTATE CANCER AWARENESS MONTH**

**September 10, 2019**

**WHEREAS**, prostate cancer is the most common cancer among Canadian men; and

**WHEREAS**, 1 in 7 Canadian men will be diagnosed with the disease; and

**WHEREAS**, an estimated average of 11 Canadian men die from prostate cancer every day; and

**WHEREAS**, the survival rate for prostate cancer is nearly 100 per cent when detected early, but 3 of 4 men will die when found late; and

**WHEREAS**, black men and those with a family history of the disease are at a greater risk; and

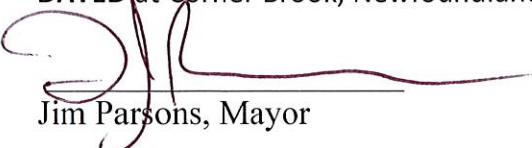
**WHEREAS**, since 1994, the death rate has been cut in half; and

**WHEREAS**, awareness and conversations about prostate cancer can lead to screening and early detection that saves lives, and

**WHEREAS**, the City of Corner Brook supports everyone committed to raising awareness about prostate cancer;

**THEREFORE**, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim September 2019 as PROSTATE CANCER AWARENESS MONTH in Corner Brook.

**DATED** at Corner Brook, Newfoundland, this 10<sup>th</sup> day of September, 2019.

  
Jim Parsons, Mayor





## PRIDE WEEK 2019

Official declaration by the City of Corner Brook that September 16<sup>th</sup>-22<sup>nd</sup>, 2019 shall be designated as *Corner Brook Pride Week 2019*.

Motion presented before the Municipal Council of the City of Corner Brook by Western Pride NL on September 16<sup>th</sup>, 2019.

WHEREAS the *Canadian Charter of Rights and Freedoms* recognizes that no discrimination on the basis of sexual orientation shall be made;

WHEREAS Newfoundland and Labrador is a society open to everyone, including the Gay, Lesbian, Bisexual, and Transgender Communities;

WHEREAS homophobia remains present in society despite efforts to the contrary;

WHEREAS there is a widespread general agreement opposing discrimination and more specifically homophobia and anti-LGBTQ + violence;

WHEREAS Corner Brook recognizes September 16<sup>th</sup>-22<sup>nd</sup>, 2019 as *Corner Brook Pride Week*;

WHEREAS there is reason to endorse the efforts of the LGBTQIA+ community of Western Newfoundland and Western Pride NL in holding this week;

The decision has been made to declare the week of September 16<sup>th</sup>-22<sup>nd</sup>, 2019, “CORNER BROOK PRIDE WEEK”.

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Jim Parsons, Mayor  
City of Corner Brook

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Date

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Executive Committee, Western Pride NL





## City of Corner Brook Community Awards

**The City of Corner Brook is pleased to announce our partnership with the Corner Brook Board of Trade Small Business Awards Committee in sponsoring four Community Awards.**

### **Citizen of the Year and Youth Citizen of the Year Awards**

The cornerstone of the **Citizen of the Year** and **Youth Citizen of the Year** awards is volunteerism and leadership that is reflected in citizen's quality of life in Corner Brook and surroundings area.

These awards will be presented to an adult and youth citizen in recognition of his/her outstanding contributions directly to the community during 2018 and has consistently demonstrated excellence in community leadership, has made, or is making significant contributions to the welfare of the community through betterment and whose efforts have contributed to positive and sustainable growth and stability for the area.

### **Gerry Basha Youth Citizen of the Year Award**

Nominations must contain the following information:

- Demonstrated leadership commitment
- Demonstrated community service commitment
- Under the age of 21 years
- Residency (must be resident of Corner Brook) and personal background
- Impact upon the community

### **Joe Mullins Citizen of the Year Award**

Nominations must contain the following information:

- Length of service to the community, outside the parameters of employment
- Residency (must be resident of Corner Brook) and personal background
- Legacy created and/or the impact created upon the community
- Enhancement of and impact upon the community

Narrative and supportive materials should stress how the individual's volunteer efforts benefited the quality of life within the community, and describes how the nominee displayed exemplary:

- Commitment and Support
- Skills
- Leadership
- Outreach to other citizens
- Desire to make positive impact in the community

Include specific projects or committees on which the volunteer was involved, such as an advisory board, recreation project, or event planning activities, etc.

## Non-Profit Organization of the Year Award

This award recognizes outstanding achievement in 2018 by a nonprofit organization in the community. A nonprofit organization is an organization engaged in activities of public or private interest that are not motivated by making a profit (charities, foundations, advocacy groups, etc.). Criteria for nominations are as follows:

- Meets the standards generally accepted to be qualified as a nonprofit organization.
- Describe nominees programs, activities, and/or initiatives that positively impact the citizens of Corner Brook quality of life.
- Describe organizations background, partnerships and/or community involvement.


## Nomination Information

**Deadline for Nomination: Monday, September 30, 2019**

**Link to Nominate:** <https://www.surveymonkey.com/r/XBKMTRP>

Supporting documents can also be sent to the attention of [jparsons@cornerbrook.com](mailto:jparsons@cornerbrook.com) or drop off information to the box office at the Civic Centre.

For further information on the award contact Jessica Parsons @ 709 637-1232 or [jparsons@cornerbrook.com](mailto:jparsons@cornerbrook.com)

	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Subject Matter: Combined Sewer Separation Phase 3 – Amendment 16</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments: Amendment No. 16</b>
<b>Prepared By: Jim Warford</b>	<b>Council Meeting Date: September 16</b>

**Issue:** Project Engineering costs were based on a one hundred and thirty (130) day construction schedule. This PCA CO covers engineering costs and project management costs associated with the schedule overrun for August 2019.

**Background:** Consultant services for the Combined Sewer Separation has been provided by Newfoundland Design Civil Limited overseeing Phase's 1, 2, and 3.

**Recommendation:** Approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Newfoundland Design Civil Limited) Combined Sewer Separation Phase 3 required for additional engineering costs and project management costs.

**Be it resolved that the Council of the City of Corner Brook** approve the PCA Amendment No. 16 for the Combined Sewer Separation Phase 3 2017-22 for Newfoundland Design Civil Limited in the amount of \$52,948.20 (HST included).

**Options:**


1. That the Council of the City of Corner Brook execute the PCA Amendment for Newfoundland Design Civil Limited.
2. That the Council of the City of Corner Brook not execute the PCA Amendment for Newfoundland Design Civil Limited.
3. That the Council of the City of Corner Brook give other direction to Staff.

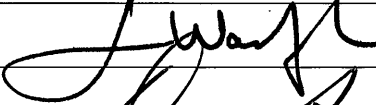
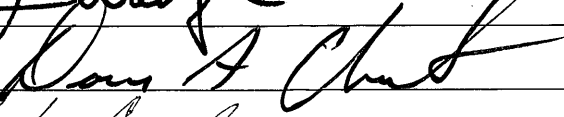
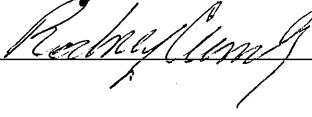
**Legal Review:** NA

**Governance Implications:**

**Budget/Financial Implications:** 17-CWWF-17-00125

**Environmental Implications:** NA

 <p>CORNERBROOK</p>	<p><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<p><b>Prepared by:</b> Jim Warford</p>	
<p><b>Director:</b> Darren Charters</p>	
<p><b>City Manager:</b> Rodney Cumby</p>	
<p><b>Date:</b> September 5, 2019</p>	

**Additional Comments by City Manager:**

Government of Newfoundland & Labrador  
Department of Municipal Affairs & Environment  
PCA Amendment – Change Order Notice

Page 1 of 2

Form # 5A

February 2019

Corner Brook  
PROJECT NAME: Combined Sewer Separation, Phase 2/3 DMAE PROJECT No.: 17-CWWF-17-00125  
(Phase 3)  
CHANGE ORDER NUMBER: 16 (Bulldog Construction) DATE: September 3, 2019

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Consultant shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Consultant shall return a signed copy of this document along with a revised Schedule II and III as per Item 7 below to the Regional Engineer for review and approval. Should it be decided to proceed with the work, an approved copy will be returned to the Consultant with Regional Engineers Signature. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

Project engineering costs were based on a one hundred and thirty (130) day construction schedule. This PCA CO covers engineering costs and project management associated with the schedule overrun for August 2019. See attached.

.4 EFFECT OF CHANGE ON CONTRACT

This change order (~~will~~ will Not) affect the approved completion date (**Circle correct statement**).

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

WORKING DAYS: 0 REVISED COMPLETION DATE: September 30, 2019

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

AMOUNT

- (  ) No Change
- (  ) Addition to Contract including GST payable by the Owner \$52,948.20
- (  ) Deduction from Contract including GST payable by the Owner \$

CONSULTANT: *J. Aylward* (Signature)

Government of Newfoundland & Labrador  
Department of Municipal Affairs & Environment  
PCA Amendment – Change Order Notice

Authorized Contract Amount	\$ 627,817.20
Previous Change Orders	\$ 325,291.44
This Change Order	\$ 52,948.20
New Approved Contract Amount	\$ 1,006,056.84

.5 AUTHORIZATION TO PROCEED

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

DATE: \_\_\_\_\_ Municipality/Owner: \_\_\_\_\_  
DATE: \_\_\_\_\_ Regional Engineer: \_\_\_\_\_

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

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

.7 ENCLOSED DOCUMENTS

To expedite the process please submit the following documents to the Regional Engineer for review and approval:

- 1) A copy of this document signed by Town and Consultant.
- 2) An up to date Schedule II and III of current approved Prime Consultant Agreement (PCA) including all previous approved change orders, include requested changes as per specific line items identified in Schedule II and III, and a revised PCA Schedule II and III based on requested changes as per applicable appendix "A" or "B" identified below. (This information is necessary for Project Representatives to update MSIS.)

"Appendix A" – Water, Sewer, and Municipal Roads  
"Appendix B" – Building & Treatment Facilities

- 3) Any additional supporting documentation as necessary.

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

Include Appendix "A" and "B" Below

**Appendix A**  
**SCHEDULE II – Water, Sewer, & Municipal Roads**  
**Basic and Other Additional Services Fees**

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+ / -)	Revised PCA Amount as per Service Item
• Basic Service			
- Preliminary Engineering			
- Design and Contract Documents	\$ 8,910.00		\$ 8,910.00
- Tendering and Contracts Award			
- Contract Administration	\$141,937.00	\$ 640.00	142,577.00
• Project Completion Phase and Project Record Drawings	\$ 8,960.00		\$ 8,960.00
• Other Additional Services:			
- Resident Services during construction	\$324,279.00	\$21,780.00	\$346,059.00
- Project Management Services	\$166,569.50	\$16,051.00	\$182,620.50
o Enter Description			
• Prime Consultant Project Expenses for above services	\$123,134.60	\$7,570.91	\$130,705.51
<b>Total Basic and Other Services Fees</b>	\$773,790.10	\$46,041.91	\$819,832.01
<b>Total Additional Reimbursable Allowance</b> (From Schedule III)	\$ 55,000.00		\$ 55,000.00
<b>Total Service Fee (Less HST)</b> (Total Schedules II + III)	\$828,790.10	\$46,041.91	\$874,832.01
<b>HST</b>	\$124,318.52	\$ 6,906.29	\$131,224.80
<b>Total Service Fee (Including HST)</b>	\$953,108.62	\$52,948.20	\$1,006,056.81

**Appendix A**  
**SCHEDULE III – Water, Sewer, & Municipal Roads**  
**Additional Reimbursable Allowances**

**List below allowances for specific project expenses not included in Schedule II**

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+ / -)	Revised PCA Amount as per Service Item
• Site Surveys			
• Geotechnical Investigations			
• Materials Testing			
- Asphalt Extractions			
- Concrete Testing			
- Compaction Testing			
- Enter Description			
- Enter Description			
• Water Main Leakage Detection			
• Sewer main Infiltration Detection			
• Enter Description			
• Enter Description			
<b>Total Additional Reimbursable Allowances</b>			





**Engineering Fee Schedule (PCA Amendment No. 16)**

Table 1 - Fee Proposal for : Newfoundland Design Civil Limited


DMA Project #: 17-CJWWF-17-00125

Municipality of : City of Corner Brook

Project Name : Combined Sewer Separation Phase 2/3

Task Description	Project Manager	Civil Engineer	Sr. Civil Technologist	Civil Technologist	Secretarial	Site Rep. (G.C.)	Assist. Site Rep.	Classification Name	Classification Name	Total Fees
<b>Basic Services</b>										
Preliminary Engineering										
Other:										
Total Hours	0	0	0	0	0	0	0	0	0	
Rate/Hr	\$ 160.00	\$ 120.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	\$ -
Preliminary Engineering Fee Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Design and Contract Documents</b>										
Total Hours	0	0	0	0	0	0	0	0	0	
Rate/Hr	\$ 160.00	\$ 120.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	\$ -
Design and Contract Document Fee Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Tendering and Contract Awards</b>										
Other :										
Total Hours	0	0	0	0	0	0	0	0	0	
Rate/Hr	\$ 160.00	\$ 120.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	\$ -
Tender and Contract Award Fee Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Contract Administration</b>										
Other:										
Total Hours	4	0	0	0	0	240.5	8	0	0	
Rate/Hr	\$ 160.00	\$ 120.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	\$ 22,420.00
Contract Administration Fee Totals	\$ 640.00	\$ -	\$ -	\$ -	\$ -	\$ 21,164.00	\$ 616.00	\$ -	\$ -	\$ -
<b>Project Completion Phase and Project Record Drawings</b>										
Other:										
Total Hours	0	0	0	0	0	0	0	0	0	
Rate/Hr	\$ 160.00	\$ 105.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	\$ -
Project Completion Phase and Projects Record Drawings Fee Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Other Additional Services</b>										
Project Management										
Other:										
Total Hours	21	0	0	0	7	0	160	0	0	
Rate/Hr	\$ 160.00	\$ 120.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	\$ 16,051.00
Project Management Fee Totals	\$ 3,360.00	\$ -	\$ -	\$ -	\$ 371.00	\$ -	\$ 12,320.00	\$ -	\$ -	\$ -
<b>Prime Consultant Project Expenses</b>										
Project Expenses										\$ 7,570.91

Task Description	Project Manager	Civil Engineer	Sr. Civil Technologist	Civil Technologist	Secretarial	Site Rep. (G.C.)	Assist. Site Rep.	Classification Name	Classification Name	Total Fees
Basic Services										
Total Basic and Other Service Fees										\$ 46,041.91
Total Additional Reimbursable Allowance (From Schedule III)										
Total Service Fee (Less HST)										\$ 46,041.91
(Total Schedule I + III)										\$ 6,906.29
HST @ 15%										\$ 6,906.29
Total Service Fee (Including HST)										\$ 52,948.20

	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Subject Matter: Combined Sewer Separation Phase 1 – Change Order No. 21</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments: Change Order No. 21</b>
<b>Prepared By: Jim Warford</b>	<b>Council Meeting Date: September 16, 2019</b>

**Issue:** Additions to the Schedule of Quantities and Prices are as follows for the Asphalt surface preparation for asphalt paving:

- Asphalt Milling – 67m<sup>2</sup>
- Asphalt Sweeping – LS
- Tack Coat – 4,496m<sup>2</sup>

**Background:** The base cost asphalt was placed but due to the extensive reconstruction we did not want to place the top coat until the following year, just to be sure of no settlement or other issues. The costs in this change order cover the additional work required. For example while top coat asphalt can be placed soon after the base has been laid, if it is left over winter a tack coat is required in preparation for the top. Milling is required to make the transition to existing and sweeping is required to clean the surface before paving. These costs were not covered in the original tender as the consultant intended to pave surface immediately following the base and none of that work would have been required.

**Recommendation:** Approve the change order between (City of Corner Brook) and Contractor (West Coast Excavating and Equipment Co. Ltd.) Combined Sewer Separation Phase 1.

**Be it resolved that the Council of the City of Corner Brook** Approve the change order between (City of Corner Brook) and Contractor (West Coast Excavating and Equipment Co. Ltd.) Combined Sewer Separation Phase 1 in the amount of \$30,577.58 (HST included).

**Options:**


1. That the Council of the City of Corner Brook execute the Contract Change order for West Coast Excavating & Equipment Co. Ltd.
2. That the Council of the City of Corner Brook not execute the Contract Change order for West Coast Excavating & Equipment Co. Ltd.
3. That the Council of the City of Corner Brook give other direction to Staff.

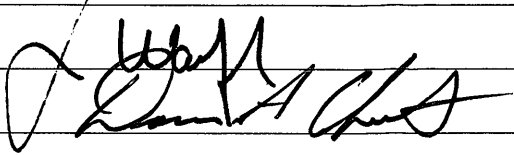
**Legal Review:** NA

**Governance Implications:**

**Budget/Financial Implications:** 17-CWWF-17-00125

**Environmental Implications:** NA

 <p>CORNERBROOK</p>	<p><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<p><b>Prepared by:</b> Jim Warford</p>	
<p><b>Director:</b> Darren Charters</p>	
<p><b>City Manager:</b> Rodney Cumby</p>	
<p><b>Date:</b> August 27, 2019</p>	

**Additional Comments by City Manager:**

Dept. of Municipal & Intergovernmental Affairs  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE

Page 1 of 2

Form #5

March 2016

PROJECT NAME: City of Corner Brook  
Combined Sewer Separation, Phase 1 PROJECT NO.: 17-CWWF-17-00125  
CONTRACTOR: West Coast Excavating & Equipment Co. Ltd.  
CHANGE ORDER NUMBER: 21 DATE: May 21, 2019

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

- Asphalt surface preparation for asphalt paving.
- Asphalt Milling - 67 sm
- Asphalt Sweeping - LS
- Tack Coat - 4,496 sm

.4 EFFECT OF CHANGE ON CONTRACT

This change order will/will NOT affect the approved completion date (circle correct statement).

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

WORKING DAYS: 6 REVISED COMPLETION DATE: \_\_\_\_\_

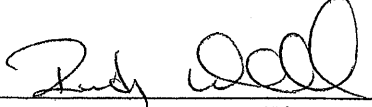
The change described in Item 3 above will affect the current contract amount as follows:

AMOUNT

( ) No Change

() Addition to Contract including GST payable by the Owner \$ 30,577.58

( ) Deduction from Contract including GST payable by the Owner \$ \_\_\_\_\_

CONTRACTOR:   
(Signature)

Authorized Contract Amount \$ 3,321,877.35

**Dept. of Municipal & Intergovernmental Affairs  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE**

**Page 2 of 2**

**Form #5**

**March 2016**

Previous Change Orders	\$ - 13,692.35
This Change Order	\$ 30,577.58
New Approved Contract Amount	\$ 3,338,762.58

**.5 AUTHORIZATION TO PROCEED**

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

DATE: July 2, 2019                      CONSULTANT: *J. Dykman*  
DATE: \_\_\_\_\_                      OWNER: \_\_\_\_\_

**.6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

**.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES**

The Bonding Company and Insurance Company shall each be immediately notified by the Contractor of this change to the contract by being issued copies of the Change Order.

**Department of Municipal Affairs and Environment  
Municipal Water Sewer & Roads Specifications  
DAILY FORCE ACCOUNT REPORT**

Page 1 of 3

Form #6

January 2019

Project Name: CSS Phase 1 Date: May 21, 2019  
 Contractor: West Cost Excavating & Equipment Co. Ltd. Project NO.: 17-CWWF-17-00125

**DESCRIPTION OF WORK:** Asphalt Surface Preparation for Asphalt Paving Work performed by J & J Paving

**LABOUR**

CLASSIFICATION	NO.	HRS. EACH	MAN	RATE	TOTAL
<b>SUBTOTAL</b>					

**EQUIPMENT**

TYPE	MAKE &	CAPACITY	G-GAS	HRS.	RENTAL	TOTAL
<b>SUBTOTAL</b>						

**MATERIAL SUPPLIED BY CONTRACTOR**

TYPE	QUANTITY	UNIT PRICE	TOTAL
Asphalt Milling Square Meters	67	\$42.00	\$ 2,814.00
Asphalt Sweeping Lump Sum			\$ 2,250.00
Tack Coat Square Meter	4,496	\$ 4.25	\$19,108.00
<b>SUBTOTAL</b>			\$24,172.00

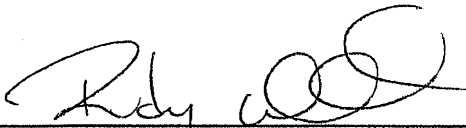
**Department of Municipal Affairs and Environment  
Municipal Water Sewer & Roads Specifications  
DAILY FORCE ACCOUNT REPORT**

Page 2 of 3

Form #6

January 2019

SUMMARY	
ITEM	AMOUNT
1. Labour (incl. 35% payroll burden)	
2. Materials	\$24,172.00
3. SUB TOTAL	
4. 10% Overhead	
5. SUB TOTAL	
6. 5% (Sub Contractor Total)	
7. SUB TOTAL	
8. 10% Profit (Contractor)	\$ 2,417.20
9. SUB TOTAL	
10. EQUIPMENT	
11. TOTAL	\$26,589.20

  
 \_\_\_\_\_  
 CONTRACTOR'S REPRESENTATIVE

Date: July 3/2019

  
 \_\_\_\_\_  
 CONSULTANT'S REPRESENTATIVE

Date: May 21, 2019

**NOTE: To be signed daily and submitted with Progress Claim.**



**J & J Paving Limited**

P.O. Box 428  
7A Tipping Place  
Corner Brook, Newfoundland A2H 6E3

**INVOICE**

Invoice No.: 2258  
Date: 07/24/2018  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

West Coast Excavating Limited  
P. O. Box 268  
Corner Brook, NL A2H 6C9


**Ship to:**

West Coast Excavating Limited  
P. O. Box 268  
Corner Brook, NL A2H 6C9

Business No.: HST # R127651968

Quantity	Unit	Rate	Description	Tax	Subtotal	Tax	Amount
			City of Corner Brook, Cobb Lane 2018				
1	m2	4,498	Tack Coat	H	4.25	4.25	19,108.00
2	m2	67	Milling	H	42.00	42.00	2,814.00
3	lump Sum	1	Sweeping & Prepping for Surface Asphalt	H	2,250.00	2,250.00	2,250.00
			H - HST 15% GST/HST				3,625.80
Shipped By: _____ Tracking Number: _____ Terms: Net 30. Due 08/23/2018. Comment: _____ Sold By: _____							27,797.80



	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Subject Matter: Combined Sewer Separation Phase 1 – Change Order No. 29</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments: Change Order No. 29</b>
<b>Prepared By: Jim Warford</b>	<b>Council Meeting Date: September 16, 2019</b>

**Issue:** Engineering Cost Credit for approved additional working days.

**Background:** During the work, the allotted engineering time went over and the contractor was charged for that time accordingly. Those amounts were deducted from the monthly contractor payment for the days that the work was over. In the meantime, over this period there were a number of change orders that were in dispute. In a change order situation the contractor can be eligible for time credit if the extra work was determined to impact the schedule. The outstanding change orders have now have been resolved resulting in additional days being credited back to the contractor for the extra time required to perform the change order work. As the days are credited back the contractor is paid to offset what was deducted earlier.

**Recommendation:** Approve the change order between (City of Corner Brook) and Contractor (West Coast Excavating and Equipment Co. Ltd.) Combined Sewer Separation Phase 1.

**Be it resolved that the Council of the City of Corner Brook** Approve the change order between (City of Corner Brook) and Contractor (West Coast Excavating and Equipment Co. Ltd.) Combined Sewer Separation Phase 1 in the amount of \$58,784.00 (HST included).

**Options:**


1. That the Council of the City of Corner Brook execute the Contract Change order for West Coast Excavating & Equipment Co. Ltd.
2. That the Council of the City of Corner Brook not execute the Contract Change order for West Coast Excavating & Equipment Co. Ltd.
3. That the Council of the City of Corner Brook give other direction to Staff.

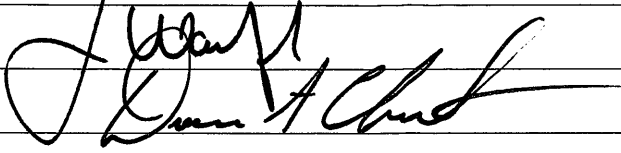
**Legal Review:** NA

**Governance Implications:**

**Budget/Financial Implications:** 17-CWWF-17-00125

**Environmental Implications:** NA

 <p>CORNERBROOK</p>	<p><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<p><b>Prepared by:</b> Jim Warford</p>	
<p><b>Director:</b> Darren Charters</p>	
<p><b>City Manager:</b> Rodney Cumby</p>	
<p><b>Date:</b> August 27, 2019</p>	

**Additional Comments by City Manager:**

Dept. of Municipal & Intergovernmental Affairs  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE

Page 1 of 2

Form #5

March 2016

**PROJECT NAME:** City of Corner Brook  
Combined Sewer Separation, Phase 1      **PROJECT NO.:** 17-CWWF-17-00125  
**CONTRACTOR:** West Coast Excavating & Equipment Co. Ltd.  
**CHANGE ORDER NUMBER:** 29      **DATE:** May 21, 2019

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

Engineering cost credit for approved additional working days. See attached.

.4 EFFECT OF CHANGE ON CONTRACT

This change order will/will NOT affect the approved completion date (circle correct statement).

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

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

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

( ) No Change

() Addition to Contract including GST payable by the Owner      \$ 58,784.00

( ) Deduction from Contract including GST payable by the Owner      \$ \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
(Signature)

Authorized Contract Amount      \$ 3,321,877.35

**Dept. of Municipal & Intergovernmental Affairs  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE**

**Page 2 of 2**

**Form #5**

**March 2016**

Previous Change Orders	\$ 24,072.91
This Change Order	\$ 58,784.00
New Approved Contract Amount	\$ 3,404,734.26

**.5 AUTHORIZATION TO PROCEED**

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

DATE: May 21, 2019                      CONSULTANT: *J. Rybicki*  
DATE: \_\_\_\_\_                              OWNER: \_\_\_\_\_

**.6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

**.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES**

The Bonding Company and Insurance Company shall each be immediately notified by the Contractor of this change to the contract by being issued copies of the Change Order.

**CHANGE ORDER NO. 29**

Additional engineering costs reversed based on approved additional working days up to April 30, 2019.

Engineering fees per day = \$ 1,837.00

Additional approved days = 32 days

Engineering fees credited to date: **\$58,784.00**

HST is included in the above

CHANGE NOTICE DOCUMENTATION							
PROJECT: Corner Brook, Combined Sewer Separation, Phase 1				CONTRACT AMOUNT: \$3,321,877.35			
PROJECT NO 2016001				CO TO DATE: \$94,849.91			
UPDATED: September 10, 2019				REVISED CONTRACT: \$3,416,727.26			
CN. NO.	DESCRIPTION OF CHANGE	QUOTATION FROM CONTRACTOR	CN ISSUE DATE	APPROVAL DATE	C.O. AMOUNT (HST INCLUDED)	ADDITIONAL DAYS	COMMENTS
1	Remove, store and reinstall existing plant material at No. 3 Cobb Lane		7-Jul-17	7-Jul-17	\$10,510.57	0	
2	Remove, store and reinstall existing plant material at No. 5 Cobb Lane		7-Jul-17	7-Jul-17	\$5,865.33	0	Revised
3	Remove, relocate and reinstall existing plant material at No. 6 Marcelle Avenue.	31-Jul-17	29-Nov-17	4-Dec-17	\$10,915.80	1	Rev. 2
4	Revisions to Storm MH-5874R and water main connection to Glynmill Inn	18-Sep-17	29-Nov-17	28-Feb-18	\$6,058.03	15	
5	Supply and installation of 12.0 meters of guiderail on Hammond Drive.		31-Oct-17	8-Nov-17	\$3,507.50	1	
6	Supply and installation of 8 jersey barriers		20-Nov-17	22-Nov-17	\$9,619.41	1	
7	Engineering costs associated with the schedule overrun for the month of October 2017		28-Nov-17	13-Aug-19	-\$20,551.54		
8	Engineering costs associated with the schedule overrun for the month of November 2017		28-Nov-17	7-Aug-19	-\$16,043.96		
9	Supply and install 100 mm minus material	8-Mar-18	29-Nov-17	8-Mar-18	\$14,748.91	2	
10	Engineering costs associated with schedule overrun for the month of December 2017		21-Feb-18	7-Aug-19	-\$4,812.18		
11	Schedule Overrun for January and February 2018		8-Mar-18	7-Aug-19	-\$1,795.27		
12	Schedule Overrun for March 2018		27-Mar-18	7-Aug-19	-\$4,161.28		
13	Schedule Overrun for April and May 2018		4-Jun-18	13-Aug-19	-\$2,319.55		
14	Supply and plant trees to replace those removed during installation of service to Civic No. 14 Cobb Lane						Cancelled
14 R1	Trees/Shrubs						Cancelled - Moved to Phase 2
15	Installation of one additional water, sanitary and storm service to 14 Marcelle Avenue						Cancelled June 28, 2018
16	Engineering costs associated with the schedule overrun for the months of June and July 2018		8-Aug-18	13-Aug-19	-\$28,816.70		
17	Engineering costs associated with the schedule overrun for the month of August 2018		10-Sep-18	7-Aug-19	-\$2,486.30		
18	Concrete Curb at 21 Cobb Lane		21-May-19	26-Aug-19	\$632.50	2	
19	Engineering costs associated with the schedule overrun for the months of September, October and November 2018		6-Dec-18	23-Aug-19	-\$1,542.73		
20	Transporting 513 cubic metres of excess fill material to salt shed		21-May-19	26-Aug-19	\$6,979.11	5	
21	Asphalt surface preparation for asphalt paving		21-May-19		\$30,577.58	6	Sent to Corner Brook for a
22	Double Catch Basin turned over to Marine Contractors		21-May-19	26-Aug-19	\$5,980.00	1	
23	Removal of 7 stumps at Civic Number 14, Marcelle Drive		21-May-19	26-Aug-19	\$2,402.62	1	
24	Force Account Sheets		21-May-19	26-Aug-19	\$5,065.09	6	
25	Metallic Marking Tape for Municipex Services		21-May-19	26-Aug-19	\$1,566.30	1	
26	Engineering costs associated with the schedule overrun for the months of December 2018 and January 2019		18-Feb-19	26-Aug-19	-\$3,141.23		
27	Video Inspections		23-May-19	26-Aug-19	\$613.53	2	
28	Engineering costs associated with the schedule overrun for the months of February and March 2019		27-Mar-19	26-Aug-19	-\$5,298.63		
29	Engineering Cost Credit for approved additional working days		21-May-19		\$58,784.00	0	Sent to Corner Brook for a
30	Engineering costs associated with the schedule overrun for the months of April, May, June & July 2019		29-Jul-19	26-Aug-19	-\$10,051.00		
31	Engineering Cost Credit for approved additional working days		29-Jul-19		\$22,044.00		Sent to Corner Brook for a
	Approved						
	<b>TOTAL ADDITIONAL DAYS</b>					<b>44</b>	



**Charters, Darren**

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**From:** Warford, Jim  
**Sent:** September 11, 2019 12:28 PM  
**To:** Charters, Darren  
**Cc:** EngDocCtrl; Roberts, Melody  
**Subject:** combined sewer phase 1


Darren

Just a little explanation on the RFD's for change order 29 and 31 that are going to the next meeting for approval. During the work the engineering time went over and the contractor was charged for the time accordingly. In the meantime, there were a number of change orders that were in dispute. These have now have been resolved resulting in additional days being credited back to the contractor. This is the purpose of these change orders.

Jim

James Warford, P. Eng.  
Manager of Engineering Services  
City of Corner Brook  
P.O.Box 1080  
Corner Brook, NL A2H 6E1  
Tel: 709-637-1626  
Email: [jwarford@cornerbrook.com](mailto:jwarford@cornerbrook.com)  
Web Site: [www.cornerbrook.com](http://www.cornerbrook.com)



	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Subject Matter: Combined Sewer Separation Phase 1 – Change Order No. 31</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments: Change Order No. 31</b>
<b>Prepared By: Jim Warford</b>	<b>Council Meeting Date: September 16, 2019</b>

**Issue:** Engineering Cost Credit for approved additional working days.

**Background:** During the work, the allotted engineering time went over and the contractor was charged for that time accordingly. Those amounts were deducted from the monthly contractor payment for the days that the work was over. In the meantime, over this period there were a number of change orders that were in dispute. In a change order situation the contractor can be eligible for time credit if the extra work was determined to impact the schedule. The outstanding change orders have now have been resolved resulting in additional days being credited back to the contractor for the extra time required to perform the change order work. As the days are credited back the contractor is paid to offset what was deducted earlier.

**Recommendation:** Approve the change order between (City of Corner Brook) and Contractor (West Coast Excavating and Equipment Co. Ltd.) Combined Sewer Separation Phase 1.

**Be it resolved that the Council of the City of Corner Brook** Approve the change order between (City of Corner Brook) and Contractor (West Coast Excavating and Equipment Co. Ltd.) Combined Sewer Separation Phase 1 in the amount of \$22,044.00 (HST included).

**Options:**


1. That the Council of the City of Corner Brook execute the Contract Change order for West Coast Excavating & Equipment Co. Ltd.
2. That the Council of the City of Corner Brook not execute the Contract Change order for West Coast Excavating & Equipment Co. Ltd.
3. That the Council of the City of Corner Brook give other direction to Staff.

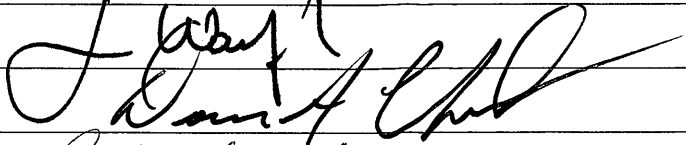
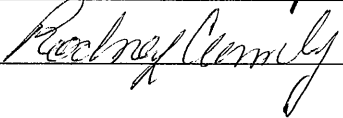
**Legal Review:** NA

**Governance Implications:**

**Budget/Financial Implications:** 17-CWWF-17-00125

**Environmental Implications:** NA

	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Prepared by:</b> Jim Warford	
<b>Director:</b> Darren Charters	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b> August 27, 2019	

**Additional Comments by City Manager:**

Dept. of Municipal & Intergovernmental Affairs  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE

Page 1 of 2

Form #5

March 2016

PROJECT NAME: City of Corner Brook  
Combined Sewer Separation, Phase 1 PROJECT NO.: 17-CWWF-17-00125  
CONTRACTOR: West Coast Excavating & Equipment Co. Ltd.  
CHANGE ORDER NUMBER: 31 DATE: July 29, 2019

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

Engineering cost credit for approved additional working days. See attached.

.4 EFFECT OF CHANGE ON CONTRACT

This change order will/will NOT affect the approved completion date (circle correct statement).

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

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

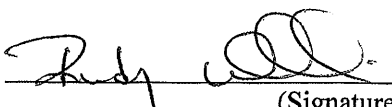
The change described in Item 3 above will affect the current contract amount as follows:

AMOUNT

No Change

Addition to Contract including GST payable by the Owner \$22,044.00

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

CONTRACTOR:   
(Signature)

Authorized Contract Amount \$ 3,321,877.35

Dept. of Municipal & Intergovernmental Affairs  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE

Page 2 of 2

Form #5

March 2016

Previous Change Orders	\$	72,805.91
This Change Order	\$	22,044.00
New Approved Contract Amount	\$	3,416,727.26

.5 AUTHORIZATION TO PROCEED

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

DATE: July 29, 2019      CONSULTANT: *J. Asplund*  
 DATE: \_\_\_\_\_      OWNER: \_\_\_\_\_

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

The Bonding Company and Insurance Company shall each be immediately notified by the Contractor of this change to the contract by being issued copies of the Change Order.

CHANGE ORDER NO. 31

Additional engineering costs reversed based on approved additional working days up to July 31, 2019.


Engineering fees per day =	\$1,837.00
Additional approved days =	12 days
Engineering fees credited =	<b>\$22,044.00</b>
Approved additional days to date =	44 days
Engineering fees credited to date =	\$80,828.00

HST is included in the above

**CORNER BROOK COMBINED SEWER SEPARATION, PHASE 1  
SUMMARY OF CHANGE ORDERS ASSOCIATED WITH ENGINEERING COSTS**

		<b>Engineering Costs</b>	<b>Engineering Cost Credits</b>
7	Engineering costs associated with the schedule overrun for the month of October 2017	-\$20,551.54	
8	Engineering costs associated with the schedule overrun for the month of November 2017	-\$16,043.96	
10	Engineering costs associated with schedule overrun for the month of December 2017	-\$4,812.18	
11	Schedule Overrun for January and February 2018	-\$1,795.27	
12	Schedule Overrun for March 2018	-\$4,161.28	
13	Schedule Overrun for April and May 2018	-\$2,319.55	
16	Engineering costs associated with the schedule overrun for the months of June and July 2018	-\$28,816.70	
17	Engineering costs associated with the schedule overrun for the month of August 2018	-\$2,486.30	
19	Engineering costs associated with the schedule overrun for the months of September, October and November 2018	-\$1,542.73	
26	Engineering costs associated with the schedule overrun for the months of December 2018 and January 2019	-\$3,141.23	
28	Engineering costs associated with the schedule overrun for the months of February and March 2019	-\$5,298.63	
29	Engineering Cost Credit for approved additional working days		\$58,784.00
30	Engineering costs associated with the schedule overrun for the months of April, May, June & July 2019	-\$10,051.00	
31	Engineering Cost Credit for approved additional working days		\$22,044.00
		<b>-\$101,020.37</b>	<b>\$80,828.00</b>



	<b>City of Corner Brook Request for Decision (RFD)</b>
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**Subject Matter:** Approval to initiate Section 14 – Public Consultation MP/DR19-03 – Zone Change - Comprehensive Residential Development Area (CRDA) to Residential Medium Density (RMD)

#### Report Information

<b>Department:</b> Community, Engineering, Development and Planning	<b>Attachments:</b> Location Mapping
<b>Prepared By:</b> Deon Rumbolt	<b>Council Meeting Date:</b> August 26, 2019

#### **Issue:**

The principal purpose of proposed Municipal Plan Amendment MP19-03 and Development Regulations Amendment DR19-03 (henceforth the “Amendments”) is to allow Council to consider approval of a single dwelling on the subject property, which is currently, split zoned ‘Comprehensive Residential Development Area (CRDA)’ and ‘Residential Medium Density (RMD).’ A single dwelling is a prohibited use in the CRDA future land use designation and use class. The proposed Amendments would re-designate and re-zone the CRDA portion of the subject property to RMD to allow the proposed development.

#### **Background:**

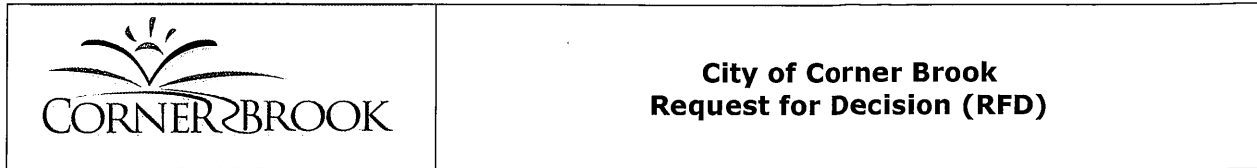
The owners are proposing to construct a single dwelling, as the area has recently been serviced with municipal water. The property also has access to municipal sanitary sewer service. There is an existing, provincially-approved and constructed access onto O’Connell Drive. The proposed use is a single dwelling, which is a permitted use in the RMD zone.

The CRDA portion of the lot is proposed to be re-designated and re-zoned to RMD. The proposal is supported by IMSP Policy 9.4.1, (Staging of Development – Residential) which addresses small CRDA designations and zones in proximity to existing streets and services. This Council request is for permission to initiate Public Consultation by advertising on the City Website to inform and request public comments for consideration by Council.

#### **Recommendation:**

Staff Recommend Option 1 and the following motion be supported:

**Be it RESOLVED that the Council of the City of Corner Brook** authorize staff to carry out a public consultation, as per section 14 of the *Urban and Rural Planning Act, 2000* (henceforth “URPA”), and seek public input when considering a land use re-designation from CRDA to RMD, to allow for the construction of a single dwelling at 701 O’Connell Drive.



**Options:**

1. That Council authorize staff to carry out a public consultation, as per section 14 of the *Urban and Rural Planning Act, 2000* (henceforth “URPA”), and seek public input when considering a land use re-designation from CRDA to RMD, to allow for the construction of a single dwelling at 701 O’Connell Drive.
2. That Council not authorize staff to carry out a public consultation, as per section 14 of the *Urban and Rural Planning Act, 2000* (henceforth “URPA”), and seek public input when considering a land use re-designation from CRDA to RMD, to allow for the construction of a single dwelling at 701 O’Connell Drive.
3. That the Council of the City of Corner Brook give other direction to Staff.

**Legislative Authority:**

- *Urban and Rural Planning Act, 2000: Section: 14*

**Estimated Cost:**

**Budget Line Item:**

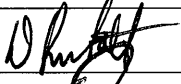
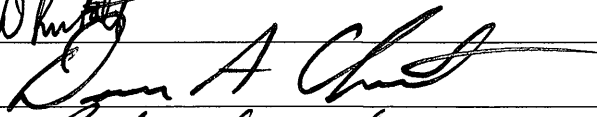

- Municipal Plan Amendments

**Communication Strategy:**

The proposed Amendments will be advertised as per section 14 of URPA to satisfy public consultation requirements. Should Council decide to move forward with the Amendments, a Notice of Public Consultation will be posted on the City Website advertising of Council’s intent to pursue the proposed Amendments. The notice will request written comments from the public that may support or oppose the Amendments for a specified period of two weeks. The same will be advertised on the City’s IMSP / Development Regulation Amendments web page, as well as posted in the lobby at City Hall.

**STANDING COMMITTEE COMMENTS:**

Implication:

<b>Prepared by: Deon Rumbolt</b>	
<b>Director: Darren Charters</b>	
<b>City Manager: Rodney Cumby</b>	
<b>Date: August 21, 2019</b>	

**Additional Comments by City Manager:**

## Planning Department

### Departmental Memo

**To:** Deon Rumbolt, Manager of Planning and Development

**From:** Randa James, MCIP, CSLA, Supervisor of Planning Services

**cc:**

**Date:** August 21, 2019

**Re:** Proposed Designation & Zone change from CRDA to RMD – 701 O’Connell Drive

#### The Application

An application has been received to re-designate and re-zone a portion of the property located at 701 O’Connell Drive, across from Dawe Memorial Soccer Pitch from Comprehensive Residential Development Area (CRDA) to Residential Medium Density (RMD). The lands are currently vacant and the eastern portion of the property, which abuts Hillard’s Road, is zoned RMD. The western portion which has frontage on O’Connell Road, is zoned CRDA. The owners are proposing to construct a single dwelling (not permitted in the CRDA zone) as the area has recently been serviced with municipal water. The property also has access to municipal sanitary sewer service consequently with access to both services the property can easily be developed. There is an existing, provincially approved and constructed; access onto O’Connell Drive and the proposed use is a single dwelling which is a permitted use in the RMD zone.

#### 2012 Integrated Municipal Sustainability Plan (IMSP) & Development Regulation Review

The objective of the 2012 IMSP CRDA policy is to designate large undeveloped areas of land within the service boundary as comprehensive residential development areas so as to encourage the highest and best use of these areas within the context of the overall City fabric. The IMSP also states there are small CRDA zones along existing roads that are stated to be the short term priority for CRDA development. Some of these areas are stated to require a servicing plan and possible road upgrades in order to be suitable for development. This appears to be the case for the subject CRDA zone. The IMSP provides that minor amendments to CRDA zones may be undertaken although subject to public consultation, public notification, Council approval, and a public hearing to meet the requirements of the Urban and Rural Planning Act. That being stated, an amendment still cannot result in non-conformity of land use or zoning standards to adjacent land parcels.

The IMSP requires that all comprehensive residential development shall have direct frontage onto an existing street or on a street being constructed under the terms of a development permit. The RMD zoning standards of the Development Regulation require that building lots have a minimum 15 metre frontage, 8 metre rear yard, 3 metre and 1.2 metre side yards.

All the RMD standards can be met and although this may appear somewhat like a spot zoning, it may be considered a first step towards encouraging redevelopment of the area to a more

organized and modern neighbourhood with the consistent application of standards. The subject parcel appears to be large enough to subdivide, however it is also reasonable to conclude that the RMD zone can be developed in an organized fashion (on-going minor amendments) with the logical extension of servicing being supplied as needed from existing infrastructure in the current RMD zone. This aligns with the IMSP policy that minor amendments can be made to the CRDA zone where the amendments meet all the requirements of the Urban and Rural Planning Act. Given that there is not a significant demand in recent years for development of large subdivisions, it seems reasonable to conclude that the redevelopment and possible expansion of aging subdivisions into CRDA zones is a logical and efficient approach when considering small CRDA proposals.

*Randa James*

**Randa James, MCIP, CSLA  
Supervisor of Planning Services,  
City of Corner Brook**

[rjames@cornerbrook.com](mailto:rjames@cornerbrook.com)  
709-637-1553

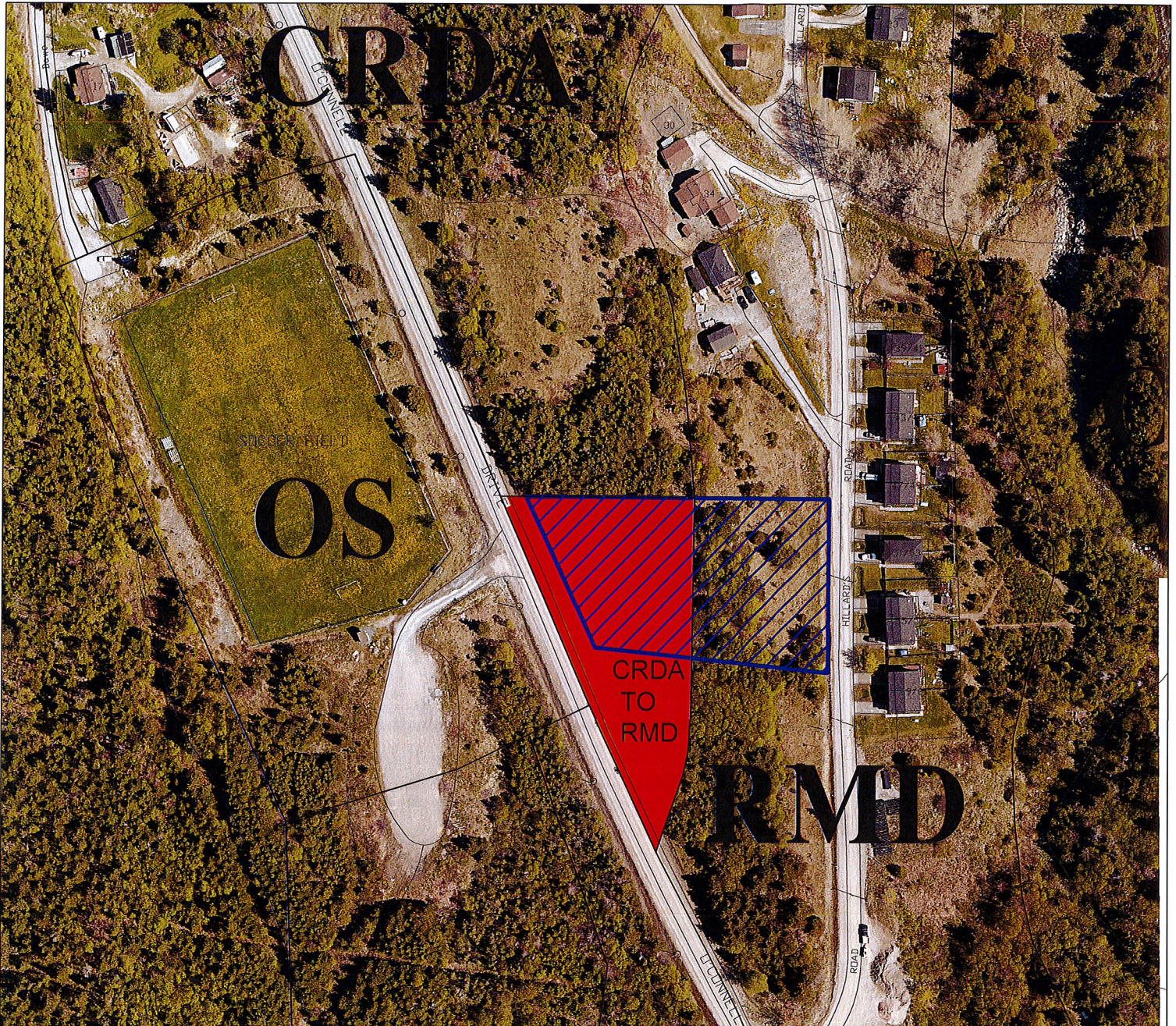
*Director*

*This request is recommended for  
Approval*

*D. Ruffett*

*Aug 22, 2014*

LAND USE DESIGNATION / ZONING AMENDMENTS	DR19-03 MP19-03	CURRENT DESIGNATION / ZONE: Comprehensive Residential Development Area	PROPOSED DESIGNATION / ZONE: RESIDENTIAL / RESIDENTIAL MEDIUM DENSITY
LOCATION:	701 O'Connell Drive		
AFFECTED MAPS: LAND USE ZONING MAP C-1 & C-5; GENERALIZED FUTURE LAND USE - MAPS A & B			



<p>PROJECT:</p> <p>INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012 - PROPOSED LAND USE DESIGNATION AND LAND USE ZONING AMENDMENTS</p>	<p>AMENDMENT NOTES:</p> <p>These changes are proposed to accommodate residential development.</p>
	<p>LEGEND</p> <p>BLUE HATCH - PROPERTY BOUNDARY</p> <p>RED HATCH - CRDA TO RMD</p>
<p>City of Corner Brook Community Engineering Development &amp; Planning Division</p>	<p>DATE: September 2019</p> <p>NOT TO SCALE</p>
<p>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 DESCRIPTION.</p>	



	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Subject Matter:</b> Discretionary Use – 341 O’Connell Drive, Corner Brook, NL	
<b>Report Information</b>	
<b>Department:</b> Community, Engineering, Development & Planning	<b>Attachments:</b> Notice to occupant, memo & Map
<b>Prepared By:</b> Charlotte Patterson	<b>Council Meeting Date:</b> Sept. 16 <sup>th</sup> , 2019

**Issue:** This is in reference to an application the City received on August 30<sup>th</sup>, 2019 requesting permission to operate a “*dental/orthopedic office*” at the property located on 341 O’Connell Drive, Corner Brook, NL.

This “Medical & Professional” use is a discretionary use in the Light Industrial zone of the City’s development regulations. Therefore, the discretionary use required an advertisement and Council approval under **Section 11** of the City’s Development Regulations (Discretionary Powers of Authority).

**Background:** The current/last use was a used vehicle dealership which was non-conforming to the zone. In the municipal Plan 2012; Policy 3.5.3 states that where possible, the non-conforming uses shall be replaced by uses that conform to the land use and policies of the municipal plan and development regulations. Approving this discretionary use would accomplish that.

**Recommendation:** Staff Recommends Option 1 and that the following motion be supported:

**Be it RESOLVED that the Council of the City of Corner Brook**, pursuant to Section 11 of the City of Corner Brook 2012 Development Regulations, approve the application for the proposed “medical and professional” use at the property located at 341 O’Connell Drive.

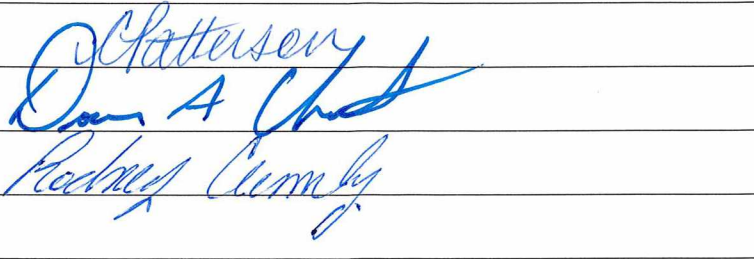
**Options:**

1. That Council approves the discretionary use application at the above location.
2. That Council refuses the discretionary use application at the above location.
3. That Council gives other direction to City staff.

**Legislative Authority:** City of Corner Brook’s Development Regulations 2012, **Section 11**

**Communication Strategy:** The advertisement was posted on the City website and sent by mail to properties within a 200 meter radius of 341 O’Connell Drive and the deadline for comments was Sept.11<sup>th</sup>, 2019. There were no comments received regarding this advertisement.

	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Prepared by:</b> Charlotte Patterson	
<b>Director:</b> Darren Charters	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b> September 11 <sup>th</sup> , 2019	

**Additional Comments by City Manager:**



**Community  
Development &  
Planning**

# Memo

To: Deon Rumbolt, Supervisor of Development and Inspection  
 From: Charlotte Patterson, Development Inspector III  
 Date: September 10, 2019  
 Re: **Discretionary Use – 341 O’Connell Drive, Corner Brook, NL**

This is in reference to an application the City received on August 30<sup>th</sup>, 2019 requesting permission to operate a “*dental/orthopedic office*” at the property located at 341 O’Connell Drive, Corner Brook, NL.

The “Medical & Professional” classification of use is a discretionary use in the Light Industrial (LI) zone of the City’s development regulations. Therefore, the discretionary use required an advertisement and Council approval under **Section 11** of the City’s Development Regulations (Discretionary Powers of Authority).

The advertisement was posted on the City website and sent by mail to properties within a 200 meter radius of 341 O’Connell Drive and the deadline for comments was Sept.11<sup>th</sup>, 2019. There were no comments received regarding this advertisement.

The current/last use was a used vehicle dealership which was non-conforming to the zone and this dental/ortho office approval will allow a use in the building which will conform to the LI zone. **Section 3.5 of the Municipal Plan 2012 (Policy 3.5.3)** states that where possible, the non-conforming uses shall be replaced by uses that conform to the land use and policies of the municipal plan and development regulations. Approving this discretionary use would accomplish that.

The current building is 1800 sq. ft. and the proponent plans to extend another 1800 sq. ft. off the back of the building and then go up a full storey for a total floor area of 7200 sq. ft. (669sq m). This extension will be required to meet all of today’s development standards and building codes.

It is recommended that this discretionary use be approved at this location. Should you have any questions or require further clarification, please contact the undersigned at your convenience at 637-1525.

*Charlotte Patterson*

Charlotte Patterson  
 Development Inspector III

1

*Director*

*This RFP is Recommended  
 for Approval*

*Deon Rumbolt*

*Sept 10, 2019*

August 30, 2019

**NOTICE TO OCCUPANT**

The City of Corner Brook has received an application to have a “Dental/Orthopedic Office” in the property located at 341 O’Connell Drive, Corner Brook, NL.

This property is located in a Light Industrial Zone where the “Medical and Professional” use classification is a “Discretionary Use” of the City of Corner Brook’s Development Regulations.

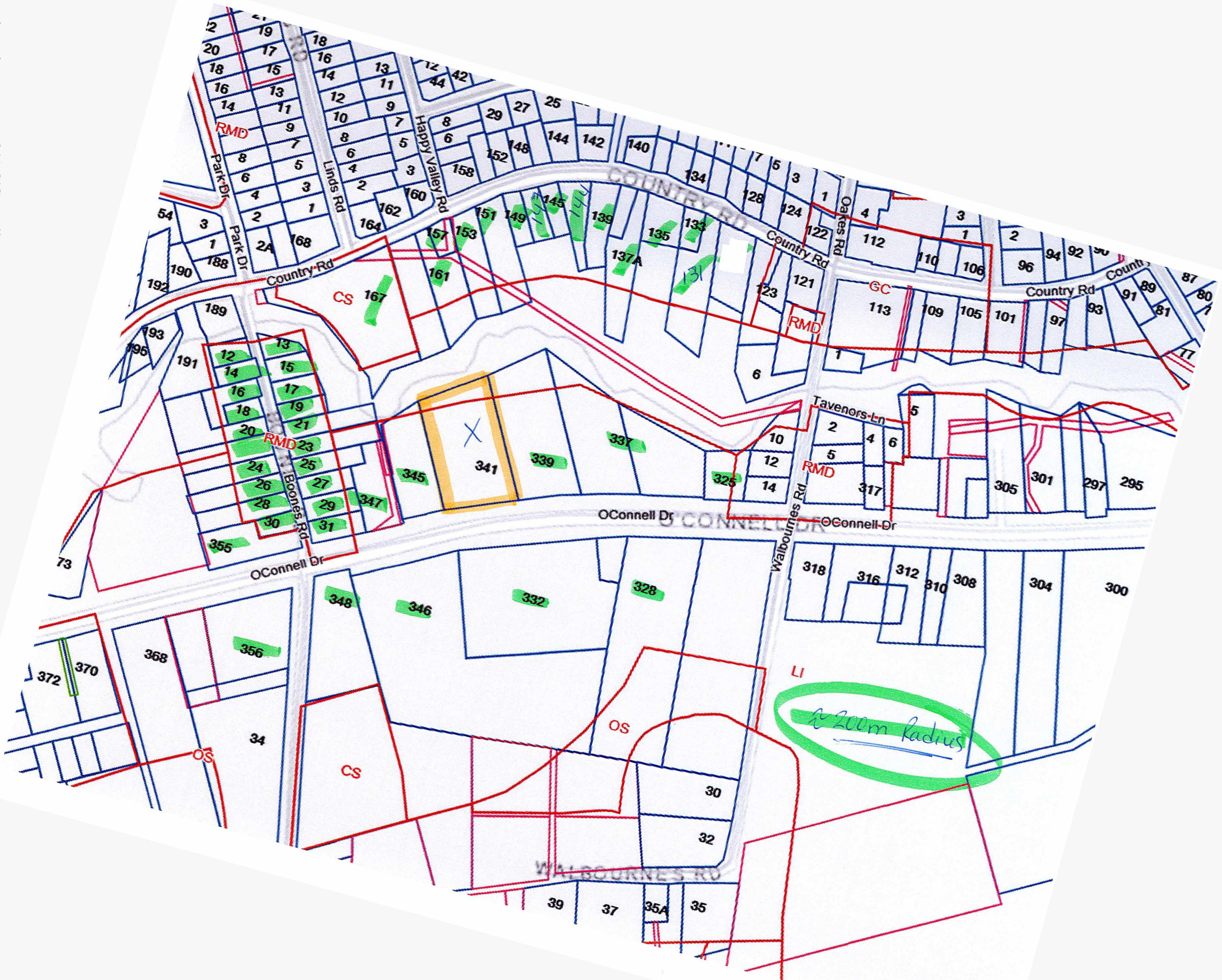
Should you wish to provide comment about the proposed development, please contact the Development & Planning Office at 637-1525 or 637-1554 or comments can be emailed to [planning@cornerbrook.com](mailto:planning@cornerbrook.com) or forwarded to: City of Corner Brook, P.O. Box 1080, Corner Brook, NL, A2H 6E1; Fax: 637-1514 prior to 4:30 p.m. September 11, 2019.

Sincerely,

A handwritten signature in blue ink that reads "Charlotte Patterson".

Charlotte Patterson  
Development Inspector III

Cc: Deon Rumbolt, Manager of Development and Planning







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

**Subject Matter:** Change of Non-Conforming Use, 25 Poplar Road, Corner Brook, NL

**Report Information**

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

**Attachments:** Public Notice, Notice to occupant, memo & Map, Pre-lim Site Plan

**Prepared By:** Charlotte Patterson

**Council Meeting Date:** Sept. 16<sup>th</sup>, 2019

**Issue:** This is in reference to an application the City received on August 16<sup>th</sup>, 2019 requesting permission to operate a "veterinary clinic" at the property located on 25 Poplar Road, Corner Brook, NL.

The "Veterinary" classification of use is non-conforming in the Residential Medium Density (RMD) zone of the City's development regulations. However, **Section 82(3)(d)** of the City's development regulations states "A building, structure or development that does not conform to a scheme, plan or regulation may have the existing use for the building, structure or development varied by the appropriate Council to a use that is, in their opinion, more compatible with the plan and regulations".

If the use is approved, the proponent plans to demolish the existing building (which does not meet the development standards) and build a new 2 story building on the site which will meet all of today's development and building code standards.

**Background:** The last use on the property was a building supplies store & warehouse which was non-conforming to the zone. This business ceased in April 2019 and as stated in **Section 82(2)** of the Development Regulations; "a right to resume a discontinued non-conforming use of land shall not exceed 6 months". The proponent submitted their application on August 16<sup>th</sup>, 2019 and which is within the 6 month timeline.

This veterinary clinic will allow a use in the building which, although is also non-conforming, is less intrusive than the buildings former use. In addition to Section 82 (d) above, **Section 3.5 of the Municipal Plan 2012 (Policy 3.5.3)** states that the Authority (Council) may permit changes in non-conforming uses where the change is to a more compatible use. Approving this change to a less intrusive non-conforming use would accomplish that.

**Recommendation:** Staff Recommends Option 1 and that the following motion be supported:

**Be it RESOLVED that the Council of the City of Corner Brook**, pursuant to Section 82 (3)(d) of the City of Corner Brook 2012 Development, approve the application for the proposed "veterinary clinic" at the property located at 25 Poplar Road.



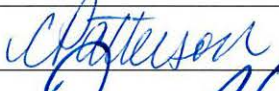


**City of Corner Brook  
Request for Decision (RFD)**

**Options:**

- 1. That Council approves the discretionary use application at the above location.
- 2. That Council refuses the discretionary use application at the above location.
- 3. That Council gives other direction to City staff.

**Legislative Authority:** City of Corner Brook’s Development Regulations 2012, **Section 82(3) (d)**

**Communication Strategy:** A notice was posted on the City website and a notice to occupants sent by mail to properties within the immediate vicinity (map attached). There was also an advertisement in the western star on Sept. 4<sup>th</sup>, 2019. The deadline for all comments was Sept.11<sup>th</sup>, 2019. I have received 1 e-mail from a resident in full support and I have received some concerns from 4 residents in the immediate area. These residents are still in favor of the new development, new business and the new building, but they want to make sure that their concerns will be addressed during the design and construction phases. Please see the package memo which outlines the discussions that I had with some residents in the area.

<b>Prepared by:</b> Charlotte Patterson	
<b>Director:</b> Darren Charters	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b> September 11 <sup>th</sup> , 2019	

**Additional Comments by City Manager:**

# Memo

To: Deon Rumbolt, Supervisor of Development and Inspection  
 From: Charlotte Patterson, Development Inspector III  
 Date: September 10, 2019  
 Re: **Change of Non-Conforming Use – 25 Poplar Road, Corner Brook, NL**

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This is in reference to an application the City received on August 16<sup>th</sup>, 2019 requesting permission to operate a “*Veterinary clinic*” at the property located at 25 Poplar Road, Corner Brook, NL.

The “*Veterinary*” classification of use is non-conforming in the Residential Medium Density (RMD) zone of the City’s development regulations. However, **Section 82 (d)** of the City’s development regulations states “A building, structure or development that does not conform to a scheme, plan or regulation may have the existing use for the building, structure or development varied by the appropriate Council to a use that is, in their opinion, more compatible with the plan and regulations”. The last use on that property was a building supplies shop/warehouse which was also non-conforming to the zone. This veterinary clinic will allow a use in the building which, although is also non-conforming, is less intrusive than the buildings former use.

**Section 3.5 of the Municipal Plan 2012 (Policy 3.5.3)** states that the Authority (Council) may permit changes in non-conforming uses where the change is to a more compatible use. Approving this change to a less intrusive non-conforming use would accomplish that.

This business ceased in April 2019 and as stated in **Section 82(2)** of the Development Regulations; “a right to resume a discontinued non-conforming use of land shall not exceed 6 months”. The proponent submitted their application on August 16<sup>th</sup>, 2019 and which is within the 6 month timeline.

The second part of this application deals with non-conformance with standards. The current building, as it sits today, does not meet all of today’s setbacks and development standards. The proponent plans to demolish the current building and construct a new building on the lot which will meet all of today’s development standards for the zone. The new building will be approx. 36’ x 84’ (3020 sq. ft.) and will be 2 stories. Please note that this size may change during the design phase, but that is ok, since it will meet all development standards of the zone.

A notice was posted on the City website and a notice to occupants sent by mail to properties within the immediate vicinity (map attached). There was also an advertisement in the western star on Sept. 4<sup>th</sup>, 2019 and the deadline for all comments was Sept.11<sup>th</sup>, 2019.

I have received 1 e-mail from a resident in full support and I have received some concerns from 4 residents in the immediate area. These residents are still in favor of the new development, new business and the new building, but they want to make sure that their concerns will be addressed with respect to pest control, surface water mitigation, snow removal/storage, and the large concrete retaining wall bordering 3 properties. All of these concerns will be taken care of at the building demolition permit stage as well as the engineering design stage for the new building and site.

Their concerns are discussed below:

1. This building does have a rat problem, so pest control will become a condition of the demolition permit and must be dealt with prior to demolition. They do not want the rats to move onto their properties once the building is taken down. I have spoken with the proponent and they have a plan developed by Modern Pest Control which will have to be done prior to a demolition permit being issued for the building. There will be daily checks for the first 4 days, then every other day for 2 weeks. Then it will move to weekly checks until nothing is found in the traps for a full two week period. This will take a couple of months, but the new owners are hoping to get the building taken down before winter sets in.
2. Another concern was rain and surface water which now runs off the property (25 Poplar) and onto neighbouring lots at #17 Poplar Rd and #78 Caribou Rd. The current lot is paved but there is no curb or storm water control in place to catch this rainwater. The new engineer design will have defined access and a paved parking lot to the rear of the new building. All pavement areas will have curb and catch basins which will direct all surface and rain water into the City storm system. This may not solve all water problems in the area, but it will control what is coming from this lot.
3. Snow removal/storage was another concern for one neighbour, but this will be a civil matter between property owners. I have been told by the proponent that they will be taking care of their own snow and as you can see from the preliminary site plan, there is a large amount of land left at the rear that can be used for snow. They have assured me that they will keep it within their own property limits.
4. The last topic was the retaining wall which runs along the property (bordering 3 properties) which is shown on the preliminary site plan. This wall will be assessed by the project engineer and if any changes or modifications are to be made, it will be by engineer design for structural integrity as well as water control behind the wall. Since it borders 3 properties, I will be keeping those neighbours with concerns in the know with what is happening. This one will require open communication during the construction phase.



It is recommended that this change in non-conforming use to a less intrusive non-conforming use and new building development be approved at this location. I do believe that all of these concerns will be addressed during the demolition, design and construction phases. Should you have any questions or require further clarification, please contact the undersigned at your convenience at 637-1525.



Charlotte Patterson  
Development Inspector III

**City of Corner Brook Crest**

**PUBLIC NOTICE**

The City of Corner Brook has received an application to change a current non-conforming use “building supplies shop/warehouse” to a less intrusive non-conforming use “Veterinary Clinic” in a new building on the property located at 25 Poplar Road, Corner Brook, NL.

This property is located in a Residential Medium Density Zone where the “Veterinary” use classification is non-conforming to the zone. However, the City of Corner Brook’s Development Regulations allows a current non-conforming use to be changed to a less intrusive non-conforming use. It also allows the removal the current building which does not meet the development standards and a new building to be constructed which meets all of today’s development standards in that zone.

Should you wish to provide comment about the proposed development, please contact the Development & Planning Office at 637-1525 or 637-1554 or comments can be emailed to [planning@cornerbrook.com](mailto:planning@cornerbrook.com) or forwarded to: City of Corner Brook, P.O. Box 1080, Corner Brook, NL, A2H 6E1; Fax: 637-1514 prior to 4:30 p.m. September 11, 2019.

Marina Redmond  
CITY CLERK

August 28, 2019

**NOTICE TO OCCUPANT**

The City of Corner Brook has received an application to change a current non-conforming use “building supplies shop/warehouse” to a less intrusive non-conforming use “Veterinary Clinic” in a new building on the property located at 25 Poplar Road, Corner Brook, NL.

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Sincerely,



Charlotte Patterson  
Development Inspector III

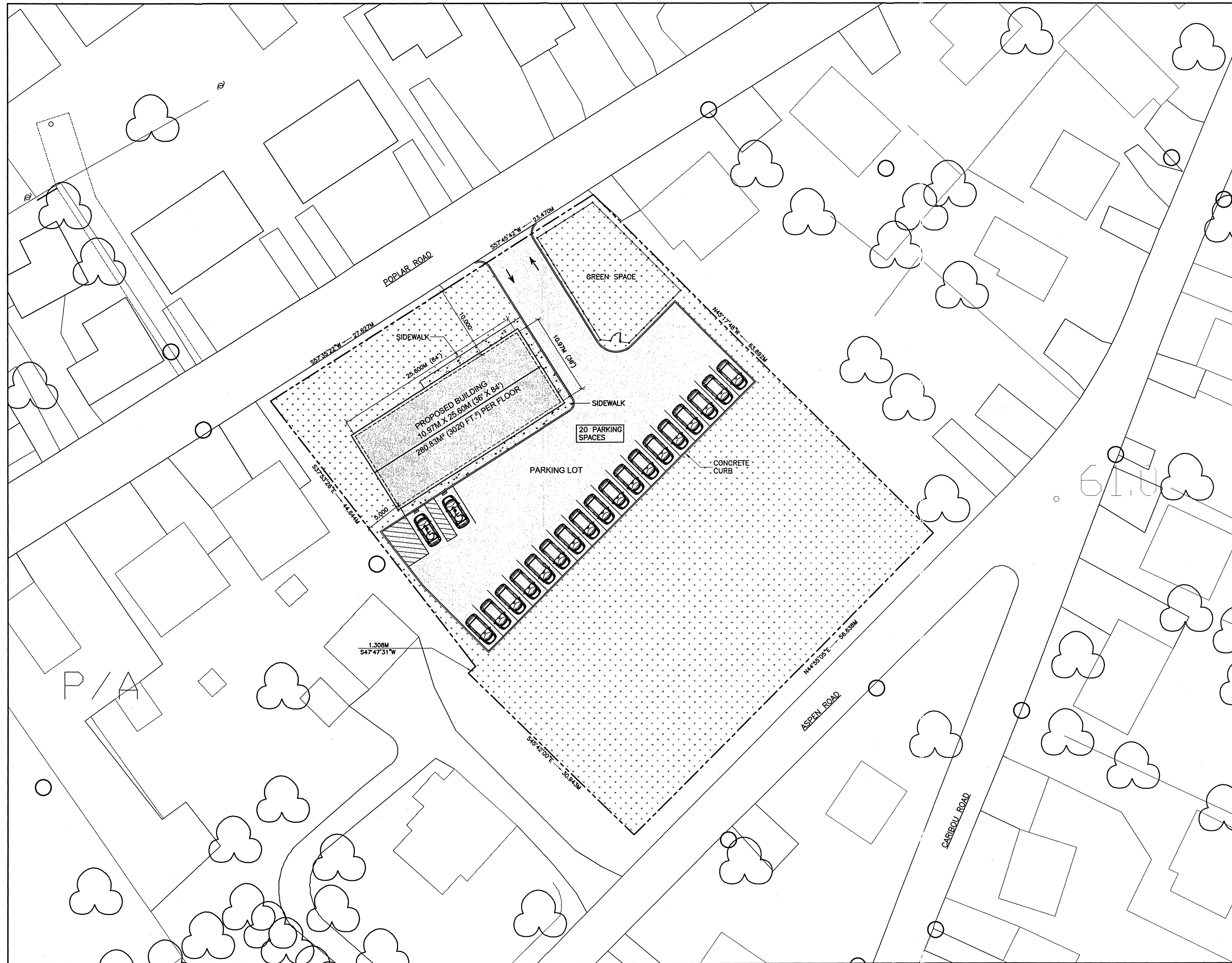
Cc: Deon Rumbolt, Manager of Development and Planning

[www.cornerbrook.com](http://www.cornerbrook.com)

**City of Corner Brook** P.O. Box 1080, Corner Brook, NL A2H 6E1 Tel: 709-637-1500



191640



**SITE PLAN**  
SCALE 1:250

1  
C-01

permit:

PROVINCE OF NEWFOUNDLAND  
**PERMIT HOLDER**  
 This Permit Allows  
**ANDERSON ENGINEERING CONSULTANTS LTD.**  
 To practice Professional Engineering  
 in Newfoundland and Labrador.  
 Permit No. as issued by APEGN 00022  
 which is valid for the year 2019.

stamp:

designed by: W.J. ANDERSON  
 checked by: W.J. ANDERSON  
 approved by: W.J. ANDERSON  
 date: 22/08/19

NOTES:

NO.	REVISION	DATE

A	A - DETAIL / SECTION NO.
B	B - DWG. NO. WHERE DETAILED

**ae anderson engineering consultants ltd.**  
 civil, structural, municipal engineers and project managers

SUITE 103, 3 UNION STREET,  
 CORNER BROOK,  
 NEWFOUNDLAND, CANADA, A2H-5M7  
 TEL: (709) 634-9944, FAX: (709) 634-9945

CLIENT:

MICHAEL TIPPLE  
 14 ASPEN ROAD  
 CORNER BROOK, NL.

PROJECT:

PROPOSED NEW BUILDING  
 SITE PLAN DEVELOPMENT  
 25 POPLAR ROAD  
 CORNER BROOK, NL.

DRAWING TITLE:

**SITE PLAN**

DRAWN BY: G. FLYNN	DATE: 22/08/19
DEVELOPED BY: W.J. ANDERSON	SCALE: AS SHOWN

PROJECT NO:  
**191640**

DRAWING NO: <b>C-01</b>	REV NO:
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**City of Corner Brook  
Request for Decision (RFD)**

**Subject Matter: Revised Parking Meter Regulations**

**Report Information**

**Department:** Protective Services

**Attachments:** Copy of Metered Parking Regulations 2019

**Prepared By:** Todd Flynn, Director

**Council Meeting Date:** September 16<sup>th</sup>, 2019

**Issue:** *The current version of the Parking Meter Regulations has not remained current with provincial legislation as it relates to Accessible Parking. Also, it is now required that the City indicate its rate for Expired Meter Parking fines within its bylaw.*

**Background:** *During review of its Parking Meter Regulations, the staff identified that the Parking Meter has not remained current with the Provincial Highway Traffic Act and its Accessible Parking Regulations with regard to terminology and signage standards. It also did not recognize the use of a Mobile App to pay for parking. Another new requirement was the listing of amounts of Parking Fines that are not referenced in the Highway Traffic Act. It is recommended to repeal the current Parking Meter Bylaw and replace it with the Metered Parking Bylaw 2019.*

**Proposed Resolution:**

Be it RESOLVED that pursuant to the powers vested in it under Sections 188, 197, 203, 438, & 439 of the *City of Corner Brook Act*, R.S.N.L. 1990, c. C-15, as amended, Section 189 of the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended, the delegation of power by the Minister of Transportation and Works dated February 8, 2010, and all other powers it enabling, the Council of the City of Corner Brook hereby adopts and enacts the following *Metered Parking Regulations 2019* and thereby repeals the current *Parking Meter Regulations* that were enacted April 21st, 2008.

**Recommendation:** *Staff recommends the repealing of the Parking Meter Regulations enacted April 21<sup>st</sup>, 2018 and replace with an amended version renamed the Metered Parking Regulation 2019.*

**Options: Options:** *Three options to respond to this request and corresponding implications are as follows:*

1. *No change in regulation: Will result in outdated and unenforceable legislation.*
2. *Adopting proposed legislation will update the current regulation making it relevant and enforceable.*



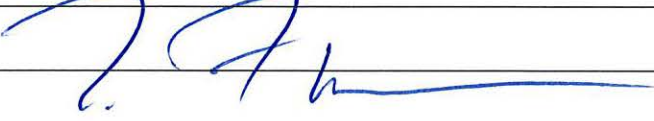
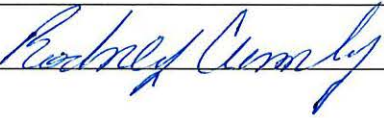
**City of Corner Brook  
Request for Decision (RFD)**

**Legal Review:** *Reviewed by City legal and meets all legal requirements.*

**Governance Implications:** N/A

**Budget/Financial Implications:** *No impact on budget.*

**Environmental Implications:** N/A

<b>Prepared by:</b> Todd Flynn	
<b>Director:</b> Todd Flynn	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b>	

**Additional Comments by City Manager:**



**CITY OF CORNER BROOK  
METERED PARKING REGULATIONS 2019**

**PURSUANT** to the powers vested in it under Sections 197, 188, 203, 438, & 439 of the *City of Corner Brook Act*, R.S.N.L. 1990, c. C-15, as amended, Section 189 of the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended, (a) delegation(s) of power by the Minister of Transportation and Works dated February 8, 2010 and all other powers it enabling, the Corner Brook City Council, in a session convened on the \_\_\_\_ day of \_\_\_\_\_, 2019, hereby passes and enacts the following regulations.

1. These Regulations may be cited as the *City of Corner Brook Metered Parking Regulations*.

**2. Definitions**

In these Regulations:

- (a) "Accessible Parking Regulations" means Newfoundland and Labrador Regulation 24/19 enacted under the *Highway Traffic Act RSNL 1990 Ch. H-3* with all amendments thereto and any similar or successor legislation;
- (b) "Accessible parking space" means a parking space, including access aisles, that is intended to be reserved for persons with a mobility challenge as defined by the *Accessible Parking Regulations* under the *Highway Traffic Act* or any similar or successor legislation and is
  - i. designated by a RB-71 sign of any dimension or color from the Manual of Uniform Traffic Control Devices for Canada published by the Transportation Association of Canada;
  - ii. designated by a uniform traffic control sign of any dimension or color from the Canada Standards Association standard CSA B651
  - iii. designated by a sign of any dimension or color bearing a symbol of a figure in a wheelchair;
  - iv. bearing a symbol of a figure in a wheelchair, or
  - v. painted blue in whole or in part.

- (c) “City” means the City of Corner Brook;
- (d) “Council” means Corner Brook City Council;
- (e) “Director” means the Director of Public Works or the Director of Protective Services;
- (f) “Highway Traffic Act” means the *Highway Traffic Act RSNL 1990 Ch. H-3* of the Province of Newfoundland and Labrador with all amendments thereto and any similar or successor legislation;
- (g) “Metered parking space” means any area or portion of any highway, street, parking lot, or lands that are owned by, vested in, or leased by the City or Council and marked out pursuant to this Regulation for the accommodation of a vehicle and adjacent to which a parking meter has been installed and or signage is installed to indicating the purchase of parking by way of a mobile parking app;
- (h) “Owner” means:
  - i. the person who holds the legal title to a vehicle; or
  - ii. in the case of a vehicle that is registered under section 10 of the *Highway Traffic Act* as amended, the person in whose name it is registered;
- (i) “Park” or “parking” means to permit a vehicle, whether occupied or not, to stand otherwise than temporarily for the immediate purpose of and while actually engaged in loading or unloading goods or taking up or setting down passengers or in obedience to traffic regulations or traffic signs or the directions of a traffic officer;
- (j) “Parking App” means a computer program designed to run on a mobile device such as cellular telephone or tablet and is used to purchase parking time for a Metered Parking Space.
- (k) “Parking Meter” means a device which indicates on it the length of time during which a vehicle may be parked and which has as part of it a receptacle for receiving and storing coins and a slot or place in which such coins may be deposited, or a mechanism for accepting another form of payment, a timing mechanism to indicate the passage of the interval of time during which the parking is

permissible and which displays a signal when that interval of time has elapsed; and

- (l) "Vehicle" means a device in, upon or by which a person or thing may be transported or drawn upon a highway.

### **3. Designation of Parking Spaces**

The Director is authorized to create and cause to be marked out by suitable lines or markings, separate parking meter spaces, adapted for the parking and accommodation of a vehicle, on the highways or streets in the City and the parking lots or lands that are owned by, vested in, or leased by the City or Council and to cause to be installed adjacent to each such parking meter space a parking meter of a type approved by Council.

### **4. Paying for Metered Parking**

- (a) No person shall park any vehicle in any metered parking space between the hours of 8:00 a.m. and 6:00 p.m. on Monday through Friday of every week, excluding statutory holidays or other provincial holidays proclaimed by the Lieutenant-Governor in Council unless the driver or operator of such vehicle complies with subsection (b) of this section.
- (b) Immediately after parking a vehicle in a metered parking space, the driver or operator of the vehicle shall deposit in the parking meter adjacent to such metered parking space a coin or coins as indicated on such parking meter, or make payment by way of the mobile parking app, for the period of time or part thereof at the rate prescribed in Schedule A during which such vehicle is to be parked in such parking meter space. Upon compliance with such requirements, such person shall be entitled to use such metered parking space for parking purposes for the interval of time indicated by the Meter display, or as indicated by the mobile parking app.
- (c) The provisions of this section shall not apply on any day or part of a day resolved by Council as being a day or part of a day on which the provisions of this section are not to apply.

### **5. Parking Spaces for Mobility Impaired Persons**

- (a) The Director is authorized to create and cause to be marked out by suitable lines or markings, separate accessible parking spaces, adapted for the parking and accommodation of a vehicle, on the highways or streets in the City and the parking lots or lands that are owned by, vested in, or leased by the City or Council and to cause to be installed adjacent to each such accessible parking space a parking meter of a type approved by Council.
- (b) No person other than a mobility impaired person holding a valid permit issued under the *Highway Traffic Act Accessible Parking Regulations* governing parking for mobility impaired persons as amended shall park in an accessible parking space.
- (c) All provisions of these Regulations, including but not limited to the payment of parking meter rates as outlined in Section 4 hereof, shall apply to persons parking in an accessible parking space.

## **6. Metered Parking Spaces**

- (a) No person shall allow a vehicle to remain parked in any metered parking space for a period longer than that for which payment has been made in the parking meter adjacent to such metered parking space or designated zone using the mobile parking app.
- (b) Unless the parking has been paid for by using the mobile parking app, no person shall permit a vehicle to remain in a parking meter space while the display of the adjacent parking meter shows no time remaining, either flashing the number zero or some other indication that no parking time remains, or if it displays the words "violation" or "expired".
- (c) It shall be unlawful for the owner or operator to park or cause to permit to be parked in any metered parking space any motor vehicle forming part of the stock-in-trade of any person who is a dealer in motor vehicles.
- (d) No person shall park a vehicle in a metered parking space unless the front or rear end of such vehicle as appropriate is alongside or as close as is practicable to the parking meter provided for such parking meter space, except in the case of commercial vehicles loading or unloading.

- (e) No person shall park any vehicle in such a manner that it is not wholly within an area designated or marked under these Regulations as a parking meter space and, if a vehicle is of such length as to prevent it from being parked within one metered parking space, then the person parking such vehicle shall make the necessary deposit of coins as required by these Regulations in the parking meter for each of the adjoining metered parking spaces occupied in whole or in part by such vehicle as if such person had parked two vehicles in such adjoining parking meter spaces.

## **7. Hooded Parking Meters**

No person shall park a vehicle or permit a vehicle to remain parked in a metered parking space if the parking meter has been covered with a parking meter hood.

## **8. Exemptions**

Any parking meter space may be used without any charge or payment:

- (a) By vehicles licensed as taxicabs under the City of Corner Brook Taxi Regulation when taking on or discharging passengers provided that no such vehicle shall remain in a metered parking space for a period in excess of three minutes without complying with the provisions of Section 4 of this Regulation;
- (b) By vehicles of any department of the City while such vehicles or the operators thereof are engaged in the services of the City;
- (c) Emergency vehicles including ambulances, doctors and clergy in the discharge of their duties; and
- (d) By a vehicle displaying a permit granted by the Director allowing a person to park without payment pursuant to section 9 of these Regulations.

## **9. Parking for City Business**

The Director may grant a permit to park without payment to any person regularly engaged in performing duties on behalf of the City or for the

betterment of the City, upon such terms and conditions as the Director deems appropriate provided such terms shall include that the permit may not be used by a person other than the one to whom it is granted.

#### **10. Currency**

Coins used for deposit in parking meters shall be coins of Canada or the United States of America in denominations as indicated on the parking meter, and no person shall deposit or cause to be deposited in any parking meter any slug, device or other substitute for any such coin. The currency of the mobile parking app shall be Canadian dollars.

#### **11. Liability of Owner**

The owner of a vehicle shall incur the penalties provided for any violation of these Regulations with respect to any vehicle owned by such person unless at the time of such violation the vehicle was in the possession of some person other than the owner, without the consent of the owner. The burden of proving that the vehicle was in the possession of some person other than the owner without the owner's consent shall be on the owner.

#### **12. Vehicle Subject to Removal**

In addition to any other penalties provided by these Regulations, upon discovery of any vehicle parked, stopped or standing on any highway in contravention of any provision of these Regulations, a municipal enforcement officer or an officer appointed for the carrying out of the provisions of the *Highway Traffic Act* may cause such vehicle to be moved or taken to and placed or stored in a suitable place and all costs and charges for the removing, care and storage thereof, shall constitute a lien upon such vehicle.

#### **13. Defacing or Tampering**

No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter or any part thereof installed under the provisions of these Regulations.

#### **14. Conflicting Legislation**

Nothing in these Regulations shall excuse any person from compliance with any provision of the *City of Corner Brook Traffic Regulation*, the

*Highway Traffic Act, Accessible Parking Regulations, or of any other Regulations which is not inconsistent herewith.*

## **15. Penalties**

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 City of Corner Brook Act; Or to a fine in the amount of the Fees and penalties prescribed in "Schedule A" of these regulations.

## **16. Repeal**

These Regulations shall come into force as of the date enacted by Council and The City of Corner Brook Parking Meter Regulations 2008 and all amendments thereto are hereby repealed upon the coming into force of these Regulations.

**IN WITNESS WHEREOF** these regulations are sealed with the Common Seal of the City of Corner Brook and subscribed 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

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

Published in The Western Star –

First Reading –

Second Reading –

## SCHEDULE A | Fees and Penalties

SECTION	FEE DESCRIPTION	FEE AMOUNT
4. (b)	Rate for parking in a metered parking space	\$1.00 per hour

SECTION	PENALTY DESCRIPTION	PENALTY AMOUNT
6. (a) & (b)	Parking in a metered parking space while time on meter is expired.	\$25.00
	If above penalty is not paid at City Hall 24 hours before the default conviction date.	\$35.00
6. (c)	Dealer Stock-in-Trade parking	\$100.00
6. (d)	Not parked in close proximity to meter	\$25.00
6. (e)	Not parked within designated parking space	\$25.00
7.	Parking in space with a hooded parking meter	\$100.00
All other penalties shall reference the province of Newfoundland and Labrador Highway Traffic Act, the Accessible Parking Regulations, and the City of Corner Brook Traffic Regulations.		



	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Subject Matter: Policy Framework Review</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments: 12 Policies</b>
<b>Prepared By: Judy Sheppard</b>	<b>Council Meeting Date: Sept 16, 2019</b>

**Background:** Staff have initiated a process for conducting a review of our current policies and regulations in an effort to ensure consistency, clarity and to maintain policy documents that are current and relevant. As part of the review staff will assesses each policy in an effort to distinguish between policies and procedures in addition to ensure each policy is relevant.

As part of the current review thirteen Council Policies have been identified as being no longer relevant as a result of internal program changes and/or legislation changes. The policies recommended to be rescinded include:

- **Summer Program policies** (09-03-01 to 09-03-13). These policies are no longer required as the Summer Program is no longer a service provided by our Leisure Services Division. Further, in many cases these particular policies outlined the procedures for staff to follow to ensure compliance with regulations as it pertained to the Summer Program Policy.
- **Computer Purchase Program Policy** (12-02-03)- policy no longer required as the program has been discontinued.
- **Dog Licence Policy (-01-01-09)** – stipulations of this policy are now covered under the Animal Regulations.

**Proposed Resolution:** Be it **RESOLVED** to rescind the following Council Policies:

1. **Policy No. 09-03-01 – Summer Program - Attendance**
2. **Policy No. 09-03-02 – Summer Program - Childcare Service Act**
3. **Policy No-09-03-03- Summer Program- -Emergency Procedures.**
4. **Policy No. 09-03-04 – Summer Program - Emergency Procedures**
5. **Policy No. 09-03-05 – Summer Program - Equipment & Facilities**
6. **Policy No. 09-03-06 – Summer Program - Program Documentation**
7. **Policy No. 09-03-07 – Summer Program - Parent Information**
8. **Policy No. 09-03-09 – Summer Program - Non-Resident/Resident Reservation Program**
9. **Policy No. 09-03-10 – Summer Program - Registration and Pre-payments**
10. **Policy No. 09-03-11 – Summer Program - Reporting Child Abuse**
11. **Policy No. 09-03-12 – Summer Program - Program Rules and Regulations**
12. **Policy No. 09-03-13 – Summer Program - Safety and Security of Children**
13. **Policy No. 12-02-03 – Communication - Computer Purchase Program**
14. **Policy No. 01-01-09 – Community Services - Dog Licence**

	<b>City of Corner Brook Request for Decision (RFD)</b>
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**Legal Review:** N/A

**Governance Implications:** Council policy is a high level statement that reflects strategic direction and provides efficiency and consistency.

**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

<b>Prepared by: City Clerk/Assistant City Clerk</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: Sept 3, 2019</b>

**Additional Comments by City Manager:**



## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services		<b>Section</b>	Summer Program		
<b>Title</b>	Attendance		<b>Policy Number</b>	09-03-01	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>		

#### ***Purpose:***

To ensure that all participants in the Summer Program are accounted for at all times.

#### ***Policy Statement:***

It is the policy that the City of Corner Brook will ensure that procedures are followed for attendance of children participating in the Summer Program.

#### ***Reference:***

Approved: Minute 01-100.5 (June 27, 2001)

#### ***Detailed Action Required:***

##### **1. Attendance**

Playground leaders will sign in and out all children each day. Attendance will be checked at regular intervals throughout the day and before and after changing locations. All children are to be dropped off and picked up only by those people indicated on the registration form, unless written permission is given stating otherwise. Any child that is permitted by the parent/guardian to walk to the site must sign him/herself in under the supervision of a staff member. The parent/guardian must phone or write in advance in the event their child will be late or absent for the day. Children not attending the day's events, and not giving prior notice, will be followed up by a telephone call by a designated staff member confirming their absenteeism. (See Safety & Security of Children Policy).

Children who normally walk home, will only be permitted to leave the playground at the times indicated on the authorization form completed by parents. Similarly, if children will be leaving the program periodically to attend other activities, parents must complete an authorization form detailing the time the child is expected to leave and return, where the child is going, and a number to contact if the child does not return at the expected time.

##### **2. Special Events**

The lead playground leader will take attendance at the arrival and departure of each new venue to ensure that all children are accounted for. Attendance sheets will accompany each group participating in a special event ensuring accuracy of head counts (see attachment).

### 3. Late pick-up

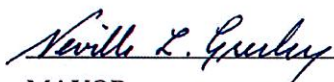
Any parent/guardian that is more than fifteen (15) minutes late picking up their child more than three (3) times throughout the summer will be asked to withdraw their child from the program. Late pick up will be documented on the sign in/sign out sheet and Daily Log Book.

In the event of late pick-up, staff must remain with the child until a parent/guardian does pick them up. Staff will attempt to contact the parent/guardian by telephone. If unsuccessful, the Program Coordinator will be contacted. The Program Coordinator will contact others on the participant's contact list to locate the parent. If a child has not been picked up after a reasonable period of time, Health and Community Services will be contacted. Staff must ensure that all participants leave safely prior to leaving the site themselves. Staff must ensure that they have written authorization from the parent/guardian allowing another person to collect their child. This will be documented on the Program Registration Form and transcribed to the site's Cardex System.

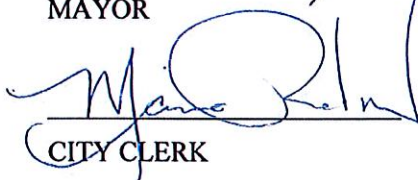
### 4. Sign in/out sheets

Each day of the program, the parent/guardian will be responsible for signing their children in and out upon arrival and upon departure. The sign in/out sheets will be made available in the main entrance of each site (see attachment). At the end of the day children will not be permitted to leave the program site unless they are picked up by their parent/guardian or designate, or have an authorization form on file providing permission for them to walk home.

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



MAYOR



CITY CLERK



## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services	<b>Section</b>	Summer Program		
<b>Title</b>	Child Care Services Act	<b>Policy Number</b>	09-03-02	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 02	<b>Revision Date</b>	

#### ***Purpose:***

To ensure compliance with all relevant sections of the Child Care Services Act.

#### ***Policy Statement:***

It is the policy of the City of Corner Brook to comply with the standards that are established in the Child Care Services Act Chapter C-11.1 and Regulations 37, 99.

#### ***Reference:***

Approved: Minute: 01-100.5 (June 27, 2001)

Child Care Services Act (Chapter C-11.1)

Child Care Services Act (37, 99)

#### ***Detailed Action Required:***

##### **1. Site Numbers**

The number of children per site and the child to staff ratios will be set as per the Child Care Services Act. At no time will there be greater than sixty (60) children registered at a site and these children will be accompanied by at least four (4) leaders over the age of eighteen (18) with qualifications as set out in the Act. For each site, there will be no more than twenty-four (24) children under the age of eighty-four (84) months. Children must be between the ages of five (5) and thirteen (13) on the first day of the program in order to register. All efforts will be made to segregate participants into appropriate age groups.

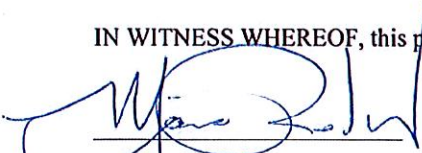
##### **2. Ratios**

Staff to participant ratios will be maintained at all times as per the Newfoundland and Labrador Child Care Services Act and Regulations as per Section 24 and Subsections 1-6. A copy of the Child Care Services Act and Regulations will be kept at each site.

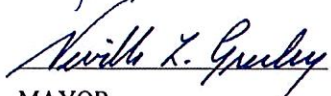
#### **RESPONSIBILITIES**

The Recreation Liaison, through the Program Coordinator, is responsible to ensure all regulations are implemented and monitored.

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



CITY CLERK



MAYOR



## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services		<b>Section</b>	Summer Program		
<b>Title</b>	Emergency Procedures		<b>Policy Number</b>	09-03-04	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>		

#### ***Purpose:***

To ensure that all staff and participants are aware of emergency procedures.

#### ***Policy Statement:***

The Leisure Services Division will implement adequate safety/emergency procedures to ensure the safety of staff and participants. Participants will be informed of these procedures and they will be practiced during the first week of the program. All staff will be properly certified in first aid.

#### ***Reference:***

Approved: Minute: 01-100.5 (June 27, 2001)

#### ***Detailed Action Required:***

##### **1. Minor Injury**

If an injury is minor (i.e. scrape or small cut), staff will use the first aid supplies and follow appropriate first aid practices. The participant may sit out if they wish, but must be monitored closely. At the end of the program day, the parent/guardian will be informed of the injury and the first aid used to address the injury. The appropriate documentation (i.e. Personal Injury Report) must be completed and signed by the parent and filed at the program site (see attachment).

##### **2. Major Injury**

If an injury is major (i.e. breaks, head injuries), the following procedure should be followed:

1. Contact emergency services (911).
2. Administer appropriate first aid (i.e. treat for shock).
3. Ensure all participants are contained to a safe area and supervised.
4. Contact the Program Coordinator and Recreation Liaison. If the participant is transported by ambulance to the hospital, the parent/guardian of the injured participant is to be contacted immediately.
5. A staff member will accompany the injured participant to the hospital if the parent/guardian cannot get to the programming site before emergency transport.

6. Ensure that all appropriate participant information is given to the medical staff.
7. Ensure that a Personal Injury Report is filled out as soon as possible and kept on file at the program site and signed by the parent/guardian.

### 3. Fire Safety

Staff members should have pre-assigned roles to ensure that all procedures. For example, one staff person should be responsible for the sign-in sheet and the cardex file; another assigned to telephone calls, etc.

In the case of fire, the following procedure is to be followed:

1. Evacuate the building.
2. Call 911 immediately.
3. Ensure that all participants and staff are accounted for after the evacuation. If any participant or staff is unaccounted for after evacuation notify the Fire department on site and/or the RNC immediately.
4. Have a staff member wait outside the building at the main entrance to direct the firefighting crew to the location of the problem.
5. Contact the Program Coordinator who will immediately contact the Recreation Liaison.

Fire safety is to be discussed, evacuation drills performed, and a meeting spot established with the children on the first day of the program and at regular intervals thereafter. Within the first week, the City of Corner Brook Leisure Services Division will have scheduled fire drills with the Fire Department. For any evacuation of a building, the Program Coordinator and Recreation Liaison must be notified immediately.

### 4. Missing Child

When a child is discovered missing, the following procedures are to be followed by playground staff:


1. Ensure all participants are in a safe and secure area and supervised by at least one staff member.
2. Each staff member will immediately check their pre-assigned search areas which will include all inside program areas including washrooms and accessible facility areas and all outside program areas including the immediate vicinity of the facility and the playground area.
3. If the child is still missing, the lead playground leader will contact the following in order of priority: RNC, parent/guardian, Program Coordinator.
4. The Program Coordinator will immediately contact the Recreation Liaison.
5. In the case a child is discovered missing during a special event, the same procedures will be followed.

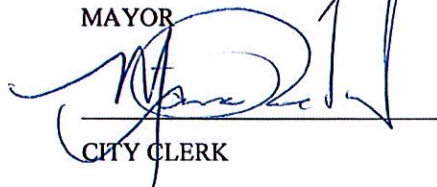
At the beginning of the program, the Program Coordinator will ensure that the head Playground Leader has pre-assigned search areas to each member of the playground staff.

### RESPONSIBILITIES

The lead playground leader will take immediate control of any injury or evacuation situation. The Program Coordinator must be contacted in the event of emergency situations. The Recreation Liaison will be kept informed of emergency situations by the Program Coordinator.

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

  
MAYOR

  
CITY CLERK

Printed on Wednesday, July 13, 2011

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## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services		<b>Section</b>	Summer Program		
<b>Title</b>	Equipment and Facilities		<b>Policy Number</b>	09-03-05	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>		

***Purpose:***

To ensure playgrounds are supplied with the proper equipment for participant safety.

***Policy Statement:***

The Leisure Services Division will provide adequate safety and communication devices.

***Reference:***

Approved: Minute: 01-100.5 (June 27, 2001)

***Detailed Action Required:***

**1. Cellular Telephones**

Each site will be equipped with a cellular phone to be used only in the case of emergency by staff and participants. A list of emergency numbers will be kept at each program site. It will be the responsibility of the lead playground leader to ensure that the phone is operational at all times, that the batteries are always charged and the phone is in good working order. If there is a problem with the cell phone the Program Coordinator will be contacted immediately.

**2. First Aid Kits**

Each program site will be provided with a properly equipped first aid kit with a list of all its contents. Kits will be checked daily by the lead playground leader, to ensure that they are fully stocked. All items used from the first aid kit will be documented. All accidents and incidents shall be documented, regardless of the magnitude. If an accident warrants medical attention, the parent shall provide a doctor's note indicating that the child is able to return to the program.

**3. Facilities**

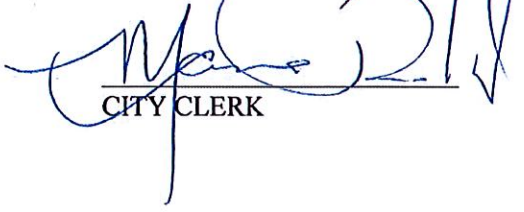
Schools being used for the Summer Recreation Program are managed by District Three School Board. Should problems arise in the school, the Director or Assistant Director of the School Board will be contacted by the Recreation Liaison. The Board has permitted the Program to use their facilities and City staff should ensure the facilities are maintained throughout the summer. Any regulations set out by the District Three School Board must be followed.

**4. School Equipment**

Equipment belonging to the schools will not to be used unless permission is granted by the school principal. Equipment belonging to the Summer Recreation Program will be maintained by playground staff. The program area is to be checked before, during and after the program, especially the change rooms to identify potential safety problems. Any items that go missing or become broken should be reported to the lead playground leader who will immediately report the damage or theft to the Coordinator and complete an Incident Report Form.

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

  
MAYOR

  
CITY CLERK



## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services		<b>Section</b>	Summer Program		
<b>Title</b>	Program Documentation		<b>Policy Number</b>	09-03-06	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>		

***Purpose:***

To ensure that policies and procedures for the Summer Program are documented.

***Policy Statement:***

It is the policy of the City of Corner Brook that all forms be completed by the appropriate staff and remain at the appropriate site until such time as the program ends or direction stating otherwise is given. All documentation will be permanently housed at the offices of the Leisure Services Division as set out by the Child Care Services Regulations (section 10 subsections 1-6).

***Reference:***

Approved: Minute: 01-100.5 (June 27, 2001)

***Detailed Action Required:***

**1. Cardex**

Each site will have a cardex system (see attachment). Each child registered in the program will have a card completed by the Program Coordinator prior to the first day of the program. These cards will contain the name, address, and phone numbers of the parent/guardian, the physician, and emergency contacts. It will also state who is allowed to pick up the child, any allergies or problems the child may have, any medication the child may be on, the date of birth of the child, and the MCP number. The cards will be kept on site except when a field trip takes place at which time they should be taken for reference in the case of an emergency.

**2. Permission Slips**

It is the parent's responsibility to sign and return any permission slips that are sent home. If a permission slip for an activity is not received, the child will not be permitted to participate in the activity in question.

### 3. Logbooks

A logbook will be present on each site, and must contain a thorough documentation of the day's events, anything out of the ordinary that may have occurred, confirmation that a daily site evaluation checklist has been filled out, etc. Logbooks are to be completed daily by the lead playground leader and will be collected and read by the coordinator on a weekly basis (see attachment).

### 4. Release of Documentation

No documentation shall be released for any purpose unless requested in writing and approved by the Recreation Liaison. A copy of all documentation will always be forwarded to the Recreation Liaison and Program Coordinator.

### 5. Permission to be Photographed

Every parent/guardian will be asked to sign an authorization to be photographed form (see attached). If a media person arrives on site, they should be referred to the Program Coordinator. Under no circumstances may names of participants be released or opinions on issues be expressed to the media, by a staff person, without receiving permission from the Recreation Liaison.

### 6. Transportation

In the case where the Summer Recreation Program provides transportation, each parent/guardian must fill out permission slips to allow their child to be transported.


### 7. Permission for Emergency Transport


Parents/Guardians will be asked to sign a Permission for Emergency Transport Form in the event an ambulance or other emergency vehicle is to be used to secure appropriate emergency care for their child (see attached).

### RESPONSIBILITIES

It is the responsibility of the Program Coordinator to ensure all documentation is completed in a timely manner and temporarily stored at the Program site. The Recreation Liaison will ensure permanent storage of all records at the Leisure Services Divisional office.

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

  
MAYOR

  
CITY CLERK

Printed on Thursday, July 14, 2011

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## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services		<b>Section</b>	Summer Program		
<b>Title</b>	Parent Information		<b>Policy Number</b>	09-03-07	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>		

#### ***Purpose:***

To ensure that all parents/guardians of Summer Recreation Program participants are well informed throughout the summer.

#### ***Policy Statement:***

The Leisure Services Division inform parents/guardians of Summer Recreation Program participants of the policies and procedures of the Division related to their child's participation.

#### ***Reference:***

Approved: Minute: 01-100.5 (June 27, 2001)

#### ***Detailed Action Required:***

##### **1. Information Booklet/Sheet**

Parent information will be distributed on the first day of the Summer Program outlining program rules and regulations. It will also state any relevant policies, including but not limited to policies on discipline, refunds, etc.

##### **2. Inquiries/ Complaints**

Parental inquiries and complaints will be routed to either the Program Coordinator of the Summer Program or the Recreation Liaison.

##### **3. Parental Notification**

With permission from the Program Coordinator, parents may be contacted directly by program staff if the staff member deems it necessary. Any time that a playground leader contacts a parent, it should be documented in the site logbook. Any letters or notifications sent home to the parents must be signed by the Program Coordinator and will be distributed to the parents at least one week in advance.

#### 4. Requests

Special requests from parents must be in writing on a sheet separate from the registration form. If the request is deemed reasonable by the Recreation Liaison, all playground leaders will be notified of the request and expected to comply with the request.

#### 5. Public Service Announcements

All Public Service Announcements that relate to regular activities, special events, cancellations, closures or other related topics must be reviewed by the Program Coordinator and/ or the Recreation Liaison.


#### 6. Lost and Found

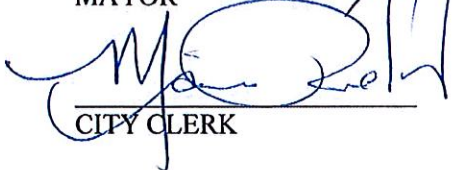
The City of Corner Brook is not responsible for lost or stolen items. All found items will be kept on site in an designated area for one month after the termination of the program and, if unclaimed, will be donated to charity.

#### 7. Proper Conduct

Parents will be notified of the Conduct Policy and their responsibility to ensure that the child is expected to demonstrate proper conduct towards other children and staff.

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

  
MAYOR

  
CITY CLERK



## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services	<b>Section</b>	Summer Program		
<b>Title</b>	Non-Resident/Resident Reservation Program	<b>Policy Number</b>	09-03-09	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>	

***Purpose:***

This policy ensures that City of Corner Brook residents have priority of access to the programs and services of the Leisure Services Division.

***Policy Statement:***

All persons deemed as non-residents shall be granted access to appropriate Leisure Services Divisional programs and services, only after residents have had the prior opportunity to do so. In addition, non-residents fees for access to these programs and services may differ from resident fees, as determined by Council.

***Reference:***

Approved: Minute: 01-100.5 (June 27, 2001)

***Detailed Action Required:***

**1. Pre-registration**

Pre-registration, where available, shall apply to City of Corner Brook residents only.


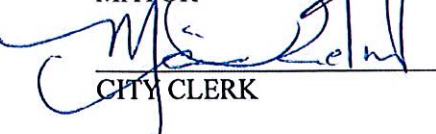
**2. Registration**

All divisional programs shall provide an initial registration period exclusively for City of Corner Brook residents. Non-residents will be registered at a later date as determined by the Recreation Liaison. The Leisure Services Division reserves the right to request proof of residency from registrants. Residency is where the child normally lives and attends school, however a child will be considered a resident if at least one parent resides in the City.

**3. Public Notification**

The Leisure Services Division will provide advance notice of non-resident user fees through promotional material.

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

  
 MAYOR  
  
 CITY CLERK

Printed on Thursday, July 14, 2011

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## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services	<b>Section</b>	Summer Program		
<b>Title</b>	Registration & Fee Payments	<b>Policy Number</b>	09-03-10	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>	

***Purpose:***

To ensure consistency in program registration procedure.

***Policy Statement:***

The Leisure Services Division will plan and implement yearly registration of the Summer Recreation Program. All fees are to be paid at the time of registration.

***Definitions:***

**REGISTRATION INFORMATION:**

Registration will take place at a designated venue and at a time and date as determined by the Recreation Liaison. Separate registrations will be scheduled for resident and non-resident participants (see policy entitled Non-Resident/Resident Program Registration and User Fees).

**REGISTRATION FORM:**

Parents/guardians must ensure the provided Registration Form is complete and all fees are paid before the participant is accepted into the program (see attached).

**LATE REGISTRATION:**

Upon completion of the initial designated registration dates, the Program Coordinator will be responsible to ensure all registration procedures are followed for late registrants.

**RECEIPTS:**

Each person making payment for any and all activities will be issued a hand written receipt. The person accepting the application will note the receipt number on the registration form. If there is a subsequent refund, the previously issued receipt must be returned to the Leisure Services Division.



**WAITLISTS:**

The Leisure Services Division Summer Recreation Program will maintain a waitlist for resident and non-resident participants in the event of participant withdrawal from the program (see attached).

**METHOD OF PAYMENT:**

Payment for registration will be accepted in cash, credit card, debit card and cheque. No post dated cheques will be accepted.

**WEEKLY RATES:**

In limited circumstances (such as a visiting child), participants may be accepted into the program on a weekly basis. The fee in such cases will be thirty-five dollars (\$35.00) per week per child. Initial registration will be for the full program only.

**SPECIAL EVENTS:**

For any events requiring additional payments, the Playground leaders/Coordinators will send a letter home at least one week prior to the activity. Special events must be paid for before the child leaves for the trip, otherwise, the child will not be permitted to attend. Playground leaders will be responsible for collecting payment and issuing receipts for special events. All payments will be followed by the issuance of a receipt by the Special Events Coordinator. All monies collected for Special Events Programming will be brought to the Treasury Division of Corporate Services on a weekly basis.

**PARTICIPANT WITHDRAWAL:**

Non-attendance by a participant does not constitute a notice of withdrawal from the program, neither does a verbal notice. Any withdrawals from the program must be in writing.

**REFUNDS:**

Prorated refunds will be issued up to ten (10) working days (two weeks) from the beginning date of the program without consideration of the child's attendance. After this time, refunds will be issued only upon presentation of a doctor's certificate or in the event the program is canceled by the Leisure Services Division. An administrative fee of \$10 per participant will be applied to all refunds that are issued.

**PLANNED CANCELLATIONS:**

In the event of a planned cancellation of a special event, parents will be notified in writing, as soon as possible. If the canceled event has been paid for, refunds will be issued to the parent/guardian at the school site.

**UNPLANNED CANCELLATIONS:**

In the event that a cancellation is unplanned, (i.e. due to poor weather conditions), the Coordinator will decide on the cancellation and have it announced on all available radio stations. As well, the Program Coordinator will notify the playground leaders as soon as possible ensuring timely parental notification.

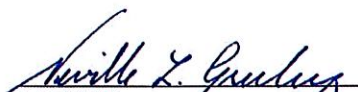
**Reference:**

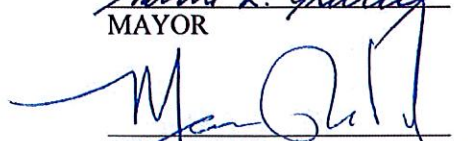
Minute # 01-100 (5) - June 27, 2001

**Detailed Action Required:****RESPONSIBILITIES:**

The Program Coordinator is responsible for the coordination and implementation of all program registration activities, subsequent cancellations and issues related to payments and fees upon consultation with and under the supervision of the Recreation Liaison.

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

  
MAYOR

  
CITY CLERK



## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services		<b>Section</b>	Summer Program		
<b>Title</b>	Reporting Child Abuse		<b>Policy Number</b>	09-03-11	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>		

***Purpose:***

To ensure that all staff members are aware of the procedure when child abuse is suspected.

***Policy Statement:***

The City of Corner Brook's Leisure Services Division will adhere to the Act Respecting Child, Youth and Family Services (Chapter C-12.1; Section 15 Subsection 1-9) regarding the reporting of suspected child abuse of Summer Program participants (see attachment).

***Reference:***

Approved - Minute # 01-100(5) 27 June 2001

***Detailed Action Required:***

**REPORTING:**

If a situation arises where there is reason to suspect child abuse in the home, the following methods of reporting are to be used:

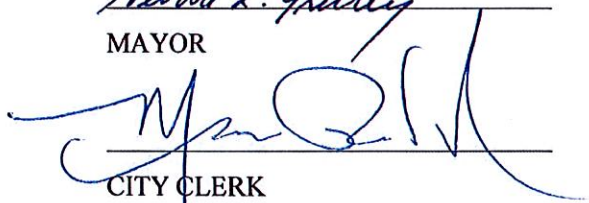
1. Contact the Program Coordinator immediately upon any child abuse suspicions.
2. A report must be written and the Program Coordinator must then contact the Recreation Liaison.
3. The playground leader, in conjunction with the Program Coordinator and/or the Recreation Liaison (if desired by the Playground Leader) will report suspicions to Health & Community Services.
4. Responsibility for investigation and determination of child abuse/neglect rests with Health & Community Services.
5. In situations where it is uncertain as to whether a report should be made, the Program Coordinator or Recreation Liaison will consult with Health & Community Services.

**RESPONSIBILITIES:**

The Recreation Liaison and Program Coordinator are responsible to ensure all staff are properly instructed in the signs indicative of child abuse. Warning signs and indicators of child abuse all detailed in the attached appendix.

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

  
\_\_\_\_\_  
MAYOR

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



## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services	<b>Section</b>	Summer Program		
<b>Title</b>	Program Rules & Regulations	<b>Policy Number</b>	09-03-12	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>	

#### ***Purpose:***

To ensure that all staff, parents/guardians and participants, are aware of the policies and procedures pertaining to the Summer Recreation Program.

#### ***Policy Statement:***

All rules, regulations and policies of the Summer Recreation Program are to be adhered to by participants, staff and parents/guardians and visitors.

#### ***Reference:***

Approved - Minute 01-100 (5) - 27 June 2001

#### ***Detailed Action Required:***

##### **RULES FOR PLAYGROUND LEADERS:**

1. Working hours are from 8:30 a.m. - 4:30 p.m. Monday to Friday. At least one leader is required to be at the site fifteen (15) minutes before and fifteen (15) minutes after the regular program hours.
2. The playgrounds are open Monday to Thursday from 8:30 a.m. - 4:30 p.m. and Friday from 8:30 a.m. to 3:00 p.m.
3. There shall be NO SMOKING on or around the playgrounds by staff or participants.
4. In case of injury, a first aid kit will be on hand at all times. It is the responsibility of the lead playground leader to ensure that it is well stocked.
5. Every leader will ensure a telephone is available in their area in case of emergency. Each site will be equipped with at least one cellular telephone.
6. All equipment issued is the responsibility of the playground leader. Any lost or damaged equipment must be reported immediately. All equipment must be secured before the playground is closed.
7. Any serious accident on the playground or during a special event must be reported immediately to the Program Coordinator with a copy to the Recreation Liaison, and must be well documented (see attachment).

8. Any serious disturbance (fighting, willful damage to equipment) on the playground or during a special event, must be reported to the Program Coordinator as soon as possible and must be well documented (see attachment), with a copy to the Recreation Liaison. The following is NOT permitted under any circumstances:
  - (a) Corporal punishment, including but not limited to, striking a child directly or with any physical object, shaking, shoving, spanking or other forms of physical contact, requiring or forcing a child to repeat physical movements
  - (b) Harsh, humiliating, sarcastic, belittling, or degrading responses of any form, including verbal, emotional or physical responses.

**A breach of any of the above is cause for immediate dismissal of the employee and if warranted, possible prosecution.**

9. Outdoor activity will be halted during bad weather and the activity will be moved inside. The rules of the facility must be followed at this time.
10. Children should spend as much time outdoors as possible, therefore, children and staff must come prepared to spend days outside.
11. Use of obscene and offensive language will be rigidly controlled by all staff members.
12. At no time will a playground or an activity be left unsupervised by staff. Staff must remain with children until they are picked up by parents/guardians or until relieved by the Program Coordinator.
13. At no time will staff remove a child from the programming areas before consulting the coordinator, unless done so for safety reasons.
14. No parent shall be contacted without consulting with the Summer Program Coordinator.
15. All staff members should ensure they are not alone with a child. In cases where another staff person is not available, it is permissible to have another participant present.

#### **RULES FOR PARENTS/GUARDIANS AND CHILDREN:**

1. Playgrounds open at 8:30 a.m. Do not knock on the gym doors before this time.
2. Playgrounds close at 4:30 p.m. Monday to Thursday and 3:00 p.m. on Fridays. Children should be picked up prior to or at the closing time.
3. Equipment belongs to the playground. Please do not abuse or damage it.
4. No fighting is permitted.
5. No child will cross a street or thoroughfare without the supervision of a leader.
6. All food must be eaten in designated areas and all garbage must be put in designated garbage receptacles.
7. Access to the program office is only by permission of a leader.
8. No hanging off ropes or bars.
9. No foul language.

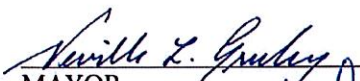
#### **WASHROOM PROCEDURES:**

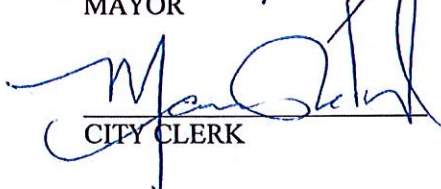
Children wishing to avail of a facility's washroom must inform one of the playground leaders. Before entering the washroom, the child's name will be entered on a sign in sheet by a playground leader. Staff will monitor all children using the washrooms ensuring the child's privacy while at the same time not putting themselves in a compromising position. Periodically throughout the day, a leader will accompany children, in a group, back to the school to use the washroom. At no time is a child permitted to return to the school unaccompanied.

**RESPONSIBILITIES:**

The lead playground leader will ensure all rules, regulations, policies and procedures are followed by staff and participants.

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

  
MAYOR

  
CITY CLERK



## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Leisure Services	<b>Section</b>	Summer Program		
<b>Title</b>	Safety & Security of Children	<b>Policy Number</b>	09-03-13	<b>Authority</b>	Council
<b>Approval Date</b>	27 Jun 01	<b>Effective Date</b>	27 Jun 01	<b>Revision Date</b>	

***Purpose:***

To ensure the safety and security of all children participating in the Summer Recreation Program.

***Policy Statement:***

It is the policy of the City of Corner Brook to ensure that procedures are followed to safeguard children participating in the Summer Recreation Program.

***Reference:***

Approved - Minute # 01-100 (5) - 27 June 2001

***Detailed Action Required:***

**SPECIAL NEEDS:**

Children with special needs are required to provide the same support system that they have in school, at home , and/or during other activities, to ensure their safety and the safety of other program participants. The registration form will include documentation of the level of support the child receives in school. A meeting will be held with the parents/guardians of each special needs child to discuss safety concerns, special events and field trips, to ensure the program is able to satisfactorily meet the needs of the child. All special needs children will be subject to the regulations and policies of the program.

**ATTENDANCE:**

Attendance will be checked at regular intervals throughout the day and before and after changing locations. All children are to be dropped off and picked up only by those people indicated on the registration form, unless written permission is given stating otherwise. Any child that is permitted by the parent/guardian to walk to the site must sign him/herself in under the supervision of a staff member. The parent/guardian must phone or write in advance in the event their child will be late or absent for the day. Children not attending the day's events, and not giving prior notice, will be followed up by a telephone call by a designated staff member confirming their absenteeism. (See Attendance Policy for additional information).



**CHILDREN WITH PERMISSION TO WALK:**

A parent/guardian must inform the Program Coordinator, in writing, that their child has permission to walk between home and the location of the Summer Program, stating what time the child is expected to arrive in the mornings. The Playground Leader will maintain a list of all children with such permission. If a child does not arrive in the mornings or if a child does not arrive at the expected time, the leader will telephone the parent/guardian to find out if the child will be attending the program that day, and document the phone call. If the leader should not receive notification that a child will be absent, and be required to call the parent/guardian more than three times during the course of the program, the child will be suspended from the program.

**MISSING CHILD:**

When a child is discovered missing, the following procedures are to be followed by playground staff:

1. Ensure all participants are in a safe and secure area and supervised by at least one staff member.
2. Each staff member will immediately check their pre-assigned search areas which will include all inside program areas including washrooms and accessible facility areas and all outside program areas including the immediate vicinity of the facility and the playground area.
3. If the child is still missing, the lead playground leader will contact the following in order of priority: RNC, parent/guardian, Program Coordinator.
4. The Program Coordinator will immediately contact the Recreation Liaison.
5. In the case a child is discovered missing during a special event, the same procedures are to be followed.

At the beginning of the program, the Program Coordinator will ensure that the head Playground Leader has pre-assigned search areas to each member of the playground staff.

**CHILD AND STAFF LEFT ALONE:**

It is the practice of the Leisure Services Division Summer Program that, where feasible and practical, children will be supervised by at least two staff members. It is the responsibility of each staff member to ensure that they are accompanied by an additional staff member or are in sight of staff and participants at all times. In cases where being left alone with a child is unavoidable, such as washroom usage, the safety and well being of the child takes precedence. It is acceptable to have an additional participant accompany staff in such circumstances.

**SPECIAL CONSIDERATIONS:****MEDICATIONS:**

1. All medication to be administered by the summer program staff must be accompanied by the appropriate documentation by the parent or guardian. Documentation must include the type of medication, the reason for medication, the time the medication must be taken, the effects of missed medications, what to do in the case of missed medication, and the telephone number of the physician who has prescribed the medication and any additional pertinent information (see attachment).
2. All medication will be kept in locked possession of the leaders and must be provided in the original labeled prescription containers.

3. One playground leader and/or backup leader will be designated to distribute all medication. The parent and leader will be required to meet prior to the start of the program in order to clarify any concerns. A medication log (see attachment) will be filled out by designated staff each time the medication is administered.

#### **ALLERGIES:**

Any allergies that a child has must be listed on the registration form along with any medications that the child may be taking for it. The allergy must be listed on the cardex system, and a complete list of the allergies for every child should be available at all times to the summer program staff.

#### **FOOD BANS:**

Meals and snacks are not to include peanuts, nut products or food containing nut by-products. Notice will be sent to the parents explaining this prior to the start of the program. Any food prepared by the summer program is not to contain hamburger products. Staff is responsible for checking allergy information and taking the necessary steps to ensure the safety of children from exposure to any item to which they are allergic.

#### **SUN PROTECTION:**

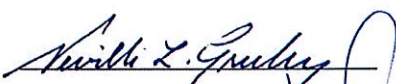
Parents/guardians are required to send children with the necessary materials for the day. These include adequate clothing, hats, sun block, water bottles, etc. Sun block will also be available on each site.

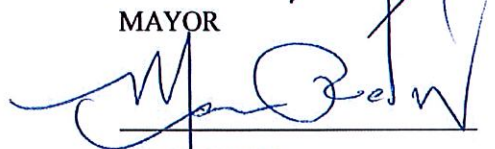
#### **RESPONSIBILITIES:**

All playground leaders must:

1. Ensure that all children in their care are properly supervised and kept in a safe environment.
2. Be aware of their designated roles in case of a missing child, fire or other emergency.
3. Be aware of all policies and procedures.
4. Perform head counts and attendance in accordance with policy.
5. Maintain a list of children with permission to walk and telephone parent/guardian when the child does not show up.

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

  
 \_\_\_\_\_  
 MAYOR

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



# CITY OF CORNER BROOK

## Policy Statement

<b>Index</b>	Communication	<b>Section</b>	Computers		
<b>Title</b>	Computer Purchase Program	<b>Policy Number</b>	12-02-03	<b>Authority</b>	Council
<b>Approval Date</b>	19 Jun 99	<b>Effective Date</b>	19 Jun 99	<b>Revision Date</b>	05 Sep 01

### *Purpose:*

Implement a computer purchase program based on the following conditions:

1. Participants to pay for the computer through payroll deductions over a twenty four (24) to thirty-six (36) month period.
2. Employees and Council will be charged interest at the same rate as the City.
3. Employees agreeing to sign a purchase agreement authorizing the City to:
  1. Make a payroll deduction to cover the amount of the computer purchase plus interest.
  2. Deduct from their severance the outstanding balance owing on their computer purchase in the event their employment with the City is terminated.
4. Employees and Council will be responsible for purchasing their computer system and submitting invoices to the Treasury Division for set-up as a payroll deduction.

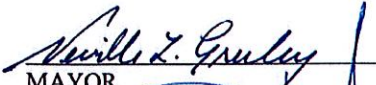
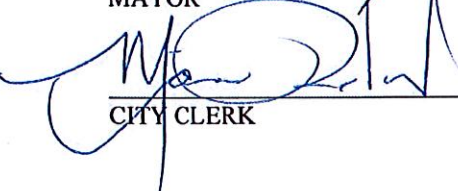
### *Policy Statement:*

The computer purchase program be made available to part-time\seasonal staff who are expected to work at least six months of each calendar year, with the condition that the Director of Corporate Services be given discretionary authority to deny availability to the program for any part-time seasonal employee where collection may be an issue.

### *Reference:*

Approved: Minute: 99-66 (June 19,1999)  
 Minute: CC99-111 - (June 9, 1999)  
 Memo from HRO to J. Chow (Aug 21, 2001)  
 Minute: CPSO1-61 (August 28, 2001)  
 Amended: Minute-CC01-203 (Sept 5, 2001)

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

  
 MAYOR  
  
 CITY CLERK

Printed on Wednesday, July 13, 2011

1



## CITY OF CORNER BROOK

<b>Index</b>	Community Services	<b>Section</b>	Animal Control and Rescue		
<b>Title</b>	Dog Licence Policy	<b>Policy Number</b>	01-01-09	<b>Authority</b>	Council
<b>Approval Date</b>	30 Mar 83	<b>Effective Date</b>	30 Mar 83	<b>Revision Date</b>	

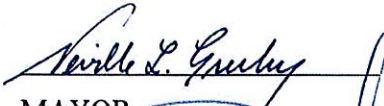
### POLICY STATEMENT

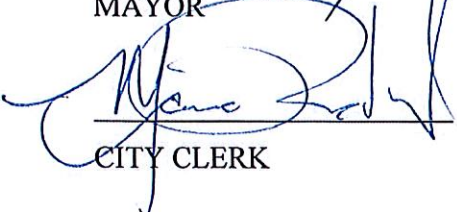
A yearly dog licence in the City has a cost of \$10.00 with penalties imposed from February to year-end if a dog is caught without a licence. Also, new dog owners may purchase a licence for the following year during the last three months of the current year.

### REFERENCE

Approved: Minute: P-153 (March 30, 1983)

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

  
 \_\_\_\_\_  
 MAYOR

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



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

**Subject Matter:** 53 Lundrigan Drive Purchase and Sale Agreement Amendment

**Report Information**

**Department:** Land Management

**Attachments:** Draft amendment agreement; original purchase and sale agreement

**Prepared By:** Brandon Duffy

**Council Meeting Date:** September 16, 2019

**Recommendation:**

Staff recommends Council approve the amendment agreement between the City of Corner Brook and EJ Property Holdings Ltd for land located at 53 Lundrigan Drive.

**It is RESOLVED to approve the execution of the amendment agreement between the City of Corner Brook and EJ Property Holdings Ltd for land located at 53 Lundrigan Drive**

**Issue:**

The owner of 53 Lundrigan Drive has requested an amendment to the purchase and sale agreement dated November 26<sup>th</sup>, 2014.

**Background:**

The City of Corner Brook sold land located in Lundrigan Drive to EJ Property Holdings Ltd as per the purchase and sale agreement dated November 26<sup>th</sup>, 2014. EJ Property Holdings Ltd has failed to meet the conditions outlined in the purchase and sale agreement. The condition was to complete the foundation for the proposed building and the necessary site working required for the foundation within 12 months of closing which the deadline was May 2019. The purpose of this amendment will be extending the condition to construct the foundation and require site work to December 31, 2019.


**Options:**



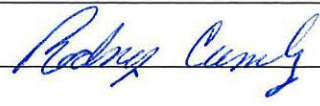
1. Approve the amendment
  - a. Land will be developed and additional tax revenue
2. Reject the amendment
  - a. Land will be left as is and the loss of potential tax revenue
  - b. Land will be available for other potential buyers

**Governance Implications:**

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

**Budget/Financial Implications:**

 <p>CORNERBROOK</p>	<p><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<p><b>Prepared by:</b> Brandon Duffy</p>	
<p><b>Director:</b> Dale Park</p>	
<p><b>City Manager:</b> Rodney Cumby</p>	
<p><b>Date:</b></p>	

**Additional Comments by City Manager:**

↙

**AGREEMENT OF PURCHASE AND SALE**

**THIS AGREEMENT** made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this 26<sup>th</sup> day of Nov., 2014.

**BETWEEN** **CITY OF CORNER BROOK and CORNER BROOK CITY COUNCIL**, bodies corporate duly continued pursuant to the *City of Corner Brook Act*, RSNL 1990, c. C-15, as amended (hereinafter referred to as "the Sellers")

**AND** **EJ PROPERTY HOLDINGS LTD.**, a body corporate duly incorporated under the laws of the Province of Newfoundland and Labrador (hereinafter referred to as "The Buyer ")

**WHEREAS** the Sellers own property located adjacent to 55 Lundrigan Drive in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

**AND WHEREAS** the Sellers desire to sell The Property and the Buyer wishes to purchase the property;

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

**PROPERTY AND PURCHASE PRICE**

1. The Sellers hereby agree to sell and the Buyer agrees to purchase the Property located adjacent to 55 Lundrigan Drive in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of Thirty Two Thousand Five Hundred Dollars (\$32500.00) per acre plus taxes on the following terms and subject to the provisions in paragraph 7 (a) regarding adjustments and paragraph 7(b) regarding HST (hereinafter referred to as "the Purchase Price").

**CLOSING**

2. This agreement shall be completed on or before the 26<sup>th</sup> day of NOVEMBER, 2016 (hereinafter called the "closing" or "closing date").

**TITLE SEARCH**

3. The Sellers are to furnish the Buyer with a sketch of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyer is allowed 45 days to investigate the title to The Property, which the Buyer shall do at its own expense. If within that time any valid objection to title is made in writing, to the Sellers, which the Sellers are unable or unwilling to remove, and which the Buyer will not waive, this agreement shall be null and void and the deposit herein shall be returned to the Buyer, without interest and without liability by the Buyer for any expenses incurred or damages sustained by the Sellers.

**CONVEYANCE**

4. The conveyance of The Property which is the subject of this agreement shall be by warranty deed, drawn

at the expense of the Sellers, to be delivered on payment of the Purchase Price on the closing date. The Property is to be conveyed subject to any existing right of ways or easements located on and under The Property which shall include but not be limited to waterlines, sanitary and storm sewer systems.

#### DEVELOPMENT

5. The Buyer represents that it intends to develop the lands, which is the subject of this Agreement in the following manner:
  - a) The Buyer expressly understands and agrees that the Sellers manages its land in the best interest of the City of Corner Brook and its citizens by the most equitable means possible. In order to ensure this, prior to the closing date the Sellers requires that the Buyer obtain approval of floor plans and building design from the Development and Planning Department of the City of Corner Brook and all approvals necessary from any Department of the Province of Newfoundland and Labrador, including approval for building accessibility (if applicable) pursuant to the Buildings Accessibility Act, necessary for the commencement of construction on the said lands in accordance with the Buyer's intended development (hereinafter the "Development").
  - b) This agreement shall be null and void and of no effect in the event that the approvals referred to in paragraph 5a) hereof are not obtained by the Buyer on or before the closing date. The Sellers may, in its sole and absolute discretion, extend the closing date in writing to permit the Buyer additional time to obtain the approvals referred to in paragraph 5a).
  - c) The parties agree that the Buyer shall begin construction in accordance with the Development as soon as reasonably possible following the closing date. In the event that the Buyer does not complete the following items of the Development and shown listed as i and ii below (the "Works") within twelve (12) months following the closing date, the Sellers may, but shall not be obligated to, demand that the Buyer transfer all right, title and interest in and to the lands and premises hereinafter described, together with any and all development then completed by the Buyer to that date, free and clear of all liens, charges and encumbrances, to the Sellers for the sum of **Thirty Two Thousand Five Hundred Dollars (\$32,500.00)**;
    - i. the building foundation and for greater clarity, the building foundation shall include completion of all concrete works for the footing and foundation wall; and
    - ii. completion of site work that is required to construct the foundation referred to in 5c)i above
  
6. The Buyer agrees that the Sellers shall have and hold an exclusive and irrevocable First Option to Repurchase the lands and premises herein described in the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of the Works. In the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of the Works, the Buyer shall thereupon make an offer in writing to the Sellers to sell the lands and premises herein described to the Sellers and such offer shall remain open for acceptance for a period of thirty (30) days next after the same shall have been received by the Sellers (but so that such period shall in no case exceed the limit of time hereinafter fixed for the continuance of this option) and, if the Sellers shall, before the expiration of the said thirty (30) days, accept such offer, the Buyer shall resell the lands and premises herein described, together with any buildings or erections thereon, to the Sellers upon the terms hereinafter appearing, free from all mortgages, charges or other encumbrances and, until the expiration of such period, the Buyer shall not be at liberty to sell the lands otherwise than in accordance with this option unless the Sellers unconditionally declines such offer in writing. Any resale under this option shall be made on the following terms and conditions:



- (i) **THAT** the consideration for such resale shall, unless otherwise agreed to by the parties in writing, be the sum of **Thirty Two Thousand Five Hundred Dollars (\$32,500.00)** of lawful money of Canada, to be paid by the Sellers to the Buyer; and
- (ii) **THAT** the resale shall be completed and the amount of the purchase money paid within thirty (30) days after the acceptance in writing of the offer to sell and thereupon the Buyer shall deliver vacant possession of the lands and premises herein described, and all buildings and erections then existent thereupon, to the City.

#### ADJUSTMENTS AND HST

7.

- a) All interest, rentals, taxes and rates on the premises, and assessments are to be adjusted to the date of closing. For further clarity, while The Sellers do not pay municipal taxes, The Buyer will pay municipal tax in the year of Closing based on the amount of municipal taxes that would have been levied against the property and business if The Buyer had owned the property on January 1<sup>st</sup> of the year of Closing. That sum would then be adjusted to the date of closing such that The Buyer would pay taxes prorated from the date of closing to the end of the year of Closing. The cost of municipal improvements, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed as of the date of this agreement, are to be paid by the Sellers on or before the closing date unless otherwise stated.
- b) Except as otherwise provided in this agreement, if this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, such HST shall be added to the Purchase Price and will be remitted in accordance with the applicable legislation.

#### TENDER

- 8. Any tender of documents to be delivered or money payable hereunder may be made upon the Sellers or the Buyer or any party acting on their behalf. Money paid, shall be lawful money of Canada and paid by solicitors trust cheque, or certified cheque (or their equivalent) drawn on a Chartered Canadian Bank, Trust Company or Credit Union.

#### AS IS WHERE IS/BUYER ACCEPT LIABILITY

- 9. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon and the Buyer agree to indemnify and hold the Sellers harmless in relation to any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the Sellers or the Property, whether foreseeable or not whatsoever arising from contaminants in or upon or originating from The Property, including but not limited to claims for loss, damage or injury (including injury resulting in death) to any person or property and any Orders or directives issued against the Seller(s) by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller(s) by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.
  - a) The Buyer acknowledges and agrees that the Property is being sold and The Buyer are purchasing The Property on an "as is" basis, and The Sellers shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise.
  - b) The Buyer acknowledges and agrees that the Sellers make no representations or warranties of

any kind express or implied that the present use or the future intended use by The Buyer are or will be lawful or permitted or as to the suitability of The Property for development.

#### SURVIVE CLOSING

10. a). The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued but not been properly satisfied or discharged. The Buyer acknowledge and agree that the provisions in this agreement for indemnifying and saving harmless the Sellers from liability shall survive the Closing or other termination of this agreement.
- b). All warranties, representations, indemnities, and "save harmless" provisions contained in this agreement shall survive closing unless otherwise stated in this agreement.

#### OVERDUE PAYMENTS

11. In the event that the Buyer does not pay any amounts owing to the Sellers under the provisions of this Agreement within thirty (30) days of the Sellers having provided notice to the Buyer that the amount is due and owing, including but not limited to any amounts due and owing under any indemnity and save harmless provisions of this agreement, the Sellers may commence legal action to collect the sums owing and the Buyer shall pay any and all costs and expenses the Sellers incur, including but not limited to the cost of the Sellers' legal representation on a solicitor-client basis and compound interest on any amounts due and owing at a rate of 5% per annum commencing on the date the Sellers first provide notice to the Buyer in accordance with this provision.

#### BINDING

12. This agreement shall enure to the benefit of and be binding upon the parties hereto, its heirs, executors, administrators, successors and assigns.

#### NON-WAIVER

13. No condonation, excusing or overlooking by the Sellers of any default, breach or non-observance of any of the Buyer's obligations under this Agreement at any time shall affect the Sellers' remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.

#### CUMULATIVE RIGHTS

14. All rights and remedies of the parties under this Agreement shall be cumulative and not alternative.

#### NO COLLATERAL AGREEMENTS

15. There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Property and which may be modified only by further written agreement under seal.

#### PAYMENTS

16. All Payments under this Agreement to be made to the Sellers shall be to the attention of the City Solicitor:

City Hall  
 5 Park St, Suite 3130  
 P.O. Box 1080  
 Corner Brook, NL  
 A2H 6E1

#### SEVERABILITY

17. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.

#### JURISDICTION

18. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of Newfoundland and Labrador, and the laws of Canada, as applicable. In the event any matter under this contract requires court action, the parties agree to attorn to the jurisdiction of the Supreme Court in the City of Corner Brook.

#### NOTICE

19. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

- a) In the case of notice to the Sellers to:

City Solicitor  
 City of Corner Brook  
 5 Park St., Suite 3130  
 P.O. Box 1080  
 Corner Brook NL  
 A2H 6E1

- b) In the case of notice to the Buyer to:

EJ Property Holdings LTD.  
 12 Martins Lane  
 Corner Brook NL  
 A2H 7B3

- c) Or to such other address and/or addressee as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5<sup>th</sup>) business day, excluding Saturdays, next following the date of mailing.

#### DOCUMENTS

20. The Buyer will, at any time, and from time to time execute and deliver to the other any document or documents that the other reasonably requires to give effect to the terms of this

Agreement

GENDER/NUMBERS

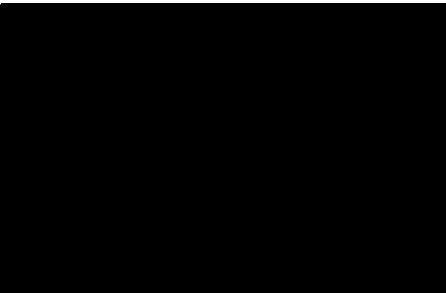
21. This agreement is to be read with all changes of gender or number required of the context.

HEADINGS

22. The headings contained in this Agreement are for convenience only and do not affect the meaning of any of the provisions of this Agreement.

DATED AT Corner Brook this 26<sup>th</sup> day of Nov. 2014.

SIGNED, SEALED & DELIVERED  
in the presence of:

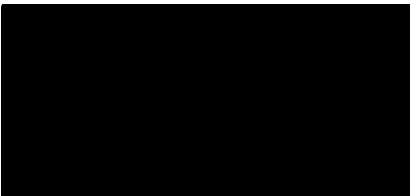
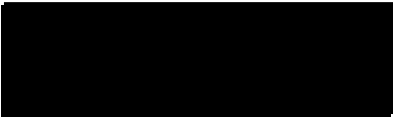


IN WITNESS WHEREOF I have  
hereunto set my hand and seal



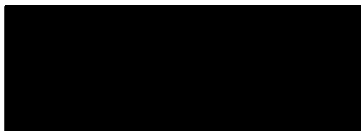
DATED AT COLNER  
Brook NL this 24<sup>th</sup> day of NOVEMBER 2014.

SIGNED, SEALED & DELIVERED  
in the presence of:



IN WITNESS WHEREOF I have  
hereunto set my hand and seal

EJ Property Holdings LTD.



**DESCRIPTION OF LAND FOR  
THE CITY OF CORNER BROOK  
Lewin Parkway and Lundrigan Drive  
Parcel B**

All that piece or parcel of land situate and being located at Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a survey marker on the northerly limit of Lundrigan Drive, the said point being the most easterly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,421,102.767 and East 342,648.417;

Thence running by the northerly limit of Lundrigan Drive, north eighty-six degrees fifty-five minutes twenty-five seconds west (N 86° 55' 25" W) thirty-eight decimal two zero zero (38.200) metres to a survey marker;

Thence running by land of the City of Corner Brook, Parcel A, north three degrees four minutes thirty-five seconds east (N 3° 04' 35" E) one hundred six decimal four one zero (106.410) metres to a point;

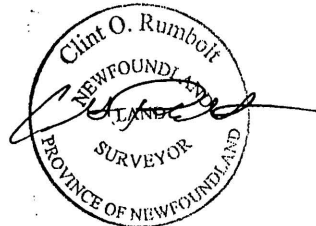
Thence running by the southerly limit of Lewin Parkway, along a curve having a radius of four hundred ninety decimal zero (490.0) metres, to a point being distant thirty-eight decimal two zero one (38.201) metres, as measured on bearing of south eighty-six degrees thirty-two minutes fifteen seconds east (S 86° 32' 15" E) from the last mentioned point;

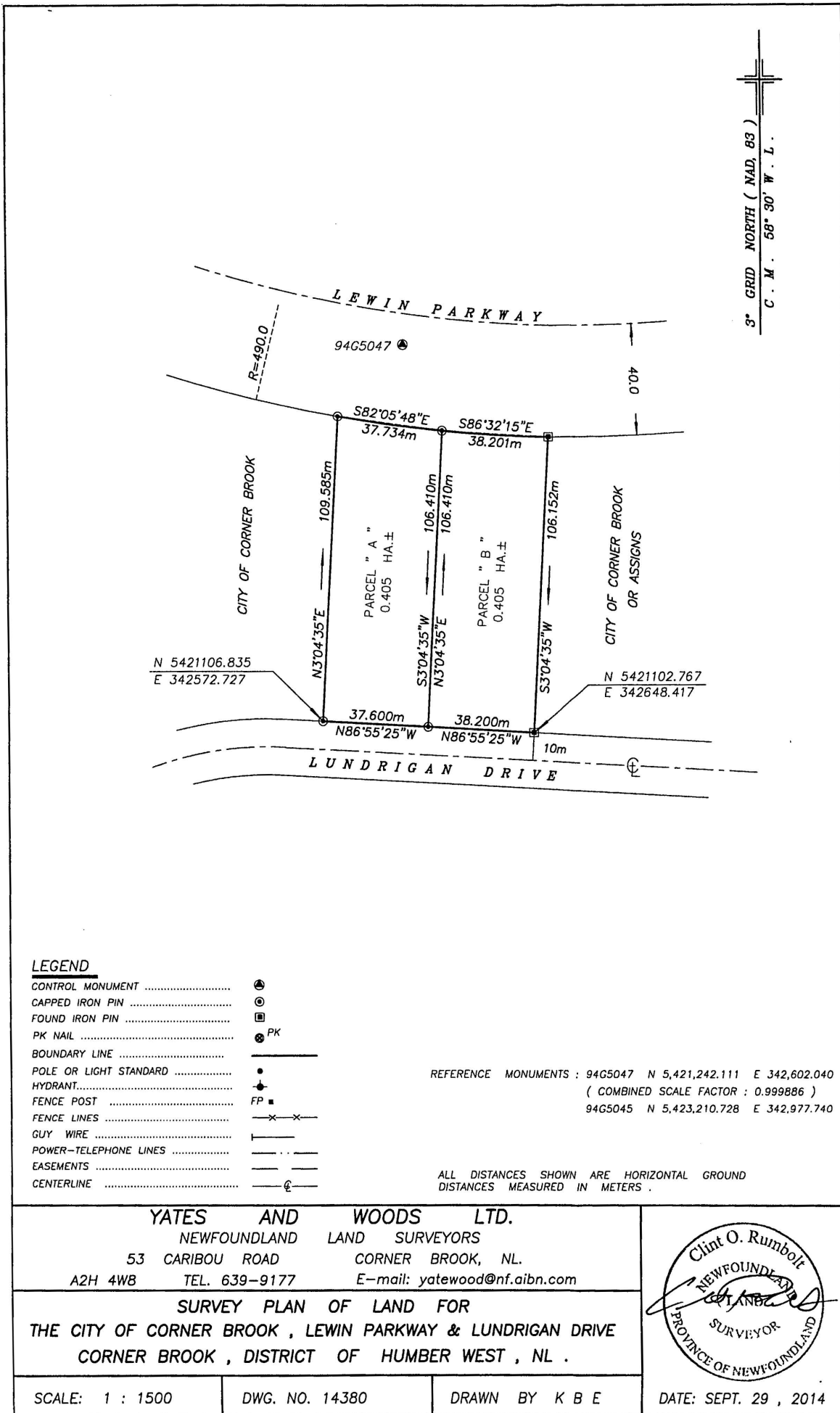
Thence running by land of the City of Corner Brook or Assigns, south three degrees four minutes thirty-five seconds west (S 3° 04' 35" W) one hundred six decimal one five two (106.152) metres, more or less to the point of beginning;

Containing an area of zero decimal four zero five (0.405) hectares, more or less, and being more particularly shown as Parcel B on Yates and Woods Limited drawing no. 14380, dated September 29, 2014;

All bearings refer to 3° Grid North (NAD 1983) as referred to the Transverse Mercator Projection for the Province of Newfoundland and Labrador with the Central Meridian at 58° 30' west longitude;

Yates and Woods Limited





**LEGEND**

- CONTROL MONUMENT .....
- CAPPED IRON PIN .....
- FOUND IRON PIN .....
- PK NAIL .....
- BOUNDARY LINE .....
- POLE OR LIGHT STANDARD .....
- HYDRANT .....
- FENCE POST .....
- FENCE LINES .....
- GUY WIRE .....
- POWER-TELEPHONE LINES .....
- EASEMENTS .....
- CENTERLINE .....

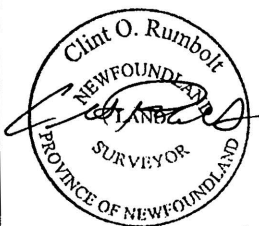
REFERENCE MONUMENTS : 94G5047 N 5,421,242.111 E 342,602.040  
 ( COMBINED SCALE FACTOR : 0.999886 )  
 94G5045 N 5,423,210.728 E 342,977.740

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES MEASURED IN METERS .

**YATES AND WOODS LTD.**  
 NEWFOUNDLAND LAND SURVEYORS  
 53 CARIBOU ROAD CORNER BROOK, NL.  
 A2H 4WB TEL. 639-9177 E-mail: yatewood@nf.aibn.com

**SURVEY PLAN OF LAND FOR**  
**THE CITY OF CORNER BROOK , LEWIN PARKWAY & LUNDRIGAN DRIVE**  
**CORNER BROOK , DISTRICT OF HUMBER WEST , NL .**

SCALE: 1 : 1500      DWG. NO. 14380      DRAWN BY K B E



DATE: SEPT. 29 , 2014

THIS AGREEMENT made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_, 2019

**BETWEEN:** CITY OF CORNER BROOK and CORNER BROOK CITY COUNCIL, bodies corporate duly continued pursuant to the *City of Corner Brook Act*, RSNL 1990, c. C-15, as amended (hereinafter referred to as “the Sellers”)

**AND:** EJ PROPERTY HOLDINGS LTD., a body corporate, existing and continuing under the laws of the Province of Newfoundland and Labrador (hereinafter called the Buyer)

**WHEREAS** the parties entered into an agreement of purchase and sale on the 26<sup>th</sup> day of November 2014 for property at 53 Lundrigan Drive, Corner Brook, Newfoundland & Labrador (hereinafter called the “Agreement”);

**AND WHEREAS** the Seller and Buyer desire to amend certain terms of the Agreement;

**NOW THEREFORE** in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, with said consideration binding the Parties, the Parties agree as follows:

The Agreement between the Seller and the Buyer shall be revised as follows:

1. **Clause 2** of the Agreement shall be removed replaced with the following:

“This agreement shall be completed on or before the 20th day of September, 2019 (hereinafter called the “closing” or “closing date”).”

2. **Clause 5c)** of the Agreement shall be removed replaced with the following:

“The parties agree that the Buyer shall begin construction in accordance with the Development as soon as reasonably possible following the closing date. In the event that the Buyer does not complete the following items of the Development shown listed as i and ii below (the “Works”) by **December 31, 2019**, the Sellers may, but shall not be obligated to, demand that the Buyer transfer all right, title and interest in and to the lands and premises hereinafter described, together with any and all development then completed by the Buyer to that date, free and clear of all liens, charges and encumbrances, to the Seller for the sum of Thirty Two Thousand Five Hundred Dollars (\$32,500.00)”

All other terms, covenants, provisions and stipulations in the aforementioned Agreement are hereby confirmed in full force and effect.

**SIGNED, SEALED & DELIVERED** on behalf of the Seller this       day of       , 2019.

**CITY OF CORNER BROOK**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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


**SIGNED, SEALED & DELIVERED** on behalf of the Buyer this       day of       , 2019.

**EJ PROPERTY HOLDINGS LTD.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Colin Way



	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Subject Matter:</b> Request to Lease City Land Adjacent to 91 Humber Road	
<b>Report Information</b>	
<b>Department:</b> Land Management	<b>Attachments:</b> Draft lease agreement; drawing
<b>Prepared By:</b> Brandon Duffy	<b>Council Meeting Date:</b> September 16, 2019

**Recommendation:**

Staff recommends Council approve the lease of City land to the owner of 91 Humber Road.

**It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 91 Humber Road for City land adjacent to 91 Humber Road.**

**Issue:**

The owner of 91 Humber Road has requested to lease land from the City.

**Background:**

The land is approximately 550m<sup>2</sup> (5,920ft<sup>2</sup>) with 19.5m (64ft) frontage. The purpose of this lease will be for driveway access & parking. This land was leased previously to the current owner of 91 Humber Road but was canceled and now they are looking to lease again. Currently there are no plans to develop this land.

**Options:**

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

**Governance Implications:**

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

**Budget/Financial Implications:**

<b>Prepared by:</b> Brandon Duffy	
<b>Director:</b> Dale Park	
<b>City Manager:</b> Rodney Cumby	



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

**Date:**

**Additional Comments by City Manager:**

**THIS LEASE** made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2019

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

of the One Part

**AND**                                **RESIDENT**, residents of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

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

**PREMISES LEASED**

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

**TENANCY**

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

**TERM**

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the \_\_\_\_ day of \_\_\_\_\_ 2019, for the annual rental of One dollar(\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

**RENT**

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

**USE**

5. The Property shall be used for the purpose of the Tenants for parking, driveway access and beautification purposes. There shall be no change in use other than that related to the aforementioned use relating thereto without the prior consent in writing of the City of Corner Brook.

**PAYMENT OF TAXES**

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

**CONDITION**

7.
  - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
  - b. The use of the Property shall be subject to any easements over the Property for water, sewer and storm lines and/or utilities.
  - c. Parking shall be residential vehicles only, commercial vehicles shall not be permitted

**GENERAL COVENANTS**

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

**TENANT'S IMPROVEMENTS**

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

#### **INSURANCE**

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

#### **COMPLIANCE WITH REGULATIONS**

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

#### **ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES**

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

#### **ACCESS BY LANDLORD**

13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the

Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

#### **EASEMENTS/UTILITIES**

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:
- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the Property as part of, appurtenant to or in connection with any such public utility, and
  - b. by their respective officers, employees, agents and contractors, to enter upon the Property, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof."

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

#### **MAINTENANCE AND REPAIR**

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
  - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Property in a clean and orderly condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Property, all to the satisfaction of the Landlord;
  - c. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within 30 days, any fixtures and chattels belonging to it, with all damage, if

any, caused by such removal made good by it, and to leave the Property neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and

- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Property and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

#### **NUISANCE**

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

#### **INDEMNIFICATION**

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

#### **NON-WAIVER**

- 18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the

Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

#### **LANDLORD MAY PERFORM TENANT'S OBLIGATIONS**

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

#### **EFFECT OF LEASE**

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

#### **REMEDIES GENERALLY**

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

#### **HEADINGS**

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

#### **NOTICES**

- 23.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

**City of Corner Brook**

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

Telecopier Number: (709) 637-1625



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

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

**RESIDENT**

91 Humber Road  
 Corner Brook, NL  
 A2H 1E9

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

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

**GOVERNING LAW**

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

**END OF LEASE**

25.

- a. The term of the lease shall be a period of five (5) years commencing on \_\_\_\_\_, 2019 and terminating on \_\_\_\_\_, 2024 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.
- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise,

terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Property or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

#### **PROVISION SEPARATELY VALID**

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

#### **INTEREST CHARGES**

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

#### **LEGAL COSTS**

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

#### **ENTIRE AGREEMENT**

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

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

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

**THE CITY OF CORNER BROOK**

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
City Manager/City Clerk

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
Mayor/Deputy Mayor

**SIGNED, SEALED, AND DELIVERED**  
By the Tenants, in the presence of:

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
RESIDENT

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
RESIDENT

SCHEDULE "B"

**NOTICE TO QUIT**


The City of Corner Brook (CCB) hereby gives notice to **RESIDENT** to quit occupation of the Property located adjacent to 91Humber Road in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with clause(s) \_\_\_ of the Agreement between CCB and \_\_\_\_\_ dated \_\_\_\_\_.


Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_.

Signed on behalf of CCB by:

\_\_\_\_\_  
City Manager-City of Corner Brook



LEGEND	NOTES:
 Proposed Lease	<ol style="list-style-type: none"> <li>1. Unless otherwise noted, all dimensions are in metres.</li> <li>2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.</li> <li>3. 30 cm orthoimagery acquired in 2012.</li> </ol>



**Proposed Lease for 91 Humber Road**

DRAWN BY: Paul Benoist	DATE: 7/31/2019	SCALE: 1:600	FIGURE: 1
APPROVED BY: Brandon Duffy	COORD SYS: NAD 1983 MTM 3	ZONE: RMD	REVISION: 0

