



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **August 21 at 4:30 p.m Council Chambers.**

CITY CLERK

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**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 10 JULY, 2017 AT 4:30 PM**

PRESENT:

Mayor	C. Pender	D. Park, Director of Finance and Administration
Deputy Mayor	B. Staeben	
Councillors:	T. Buckle	T. Flynn, Director of Protective Services
	J. Carey	J. Warford, Manager of Engineering Services
	L. Chaisson	M. Redmond, City Clerk
	K. Cormier	B. Tibbo, Sergeant-at-Arms
	M. Murphy	

Absent with Regrets: M. Wiklund, City Manager, D. Burden, Manager of Public Works, Water and Waste Water

CALL MEETING TO ORDER

Mayor Pender was absent at the beginning of the meeting. Deputy Mayor Staeben called the Meeting to Order at 7:00 p.m.

17-202 Approval of Agenda

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is RESOLVED to approve the agenda as circulated **MOTION CARRIED.**

17-203 Approval of Minutes (Regular Council Meeting - 19 June 2017)

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is RESOLVED to approve the Minutes of the Regular Council Meeting of June 19, 2017 as presented. **MOTION CARRIED.**

17-204 Confirmation of Minutes

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is RESOLVED to ratify minute CC17-055 – Approval of Agenda. **MOTION CARRIED**

On motion by Councillor T. Buckle, seconded by Councillor K. Cormier, it is RESOLVED to ratify minute CC17 – 057 – Urban Municipalities Meeting. **MOTION CARRIED**

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is RESOLVED to ratify minute CC17-062 – 126 Bayview Heights. **MOTION CARRIED**

On motion by Councillor T. Buckle, seconded by Councillor L. Chaisson, it is RESOLVED to ratify minute CC17-063 – Sewer Separation Project phase 2. **MOTION CARRIED.**

17-205 Business Arising From Minutes

Councillor Cormier commented that the redevelopment of former Bargain Shop Building is underway.

17-206 WestFest 2017 (Rendez-Vous 2017 Tall Ships Regatta & Corner Brook Day)

Councillor M. Murphy announced The City of Corner Brook in partnership with Corner Brook Port Corporation will be hosting a waterfront festival on the Corner Brook Pier: It is hoped the festival can become an annual event. This year's festival is in celebration of Canada 150 and will feature the Rendez-Vous 2017 Tall Ships Regatta. There will be music and activities on the waterfront Saturday July 29th and the festival will include the annual Corner Brook Day celebrations on Sunday July 30th.

17-207 Economic Development Seminar

Deputy Mayor B. Staeben provided a summary on the Economic Development Symposium hosted by the City of Corner Brook on June 13th and 14th 2017. The purpose of the seminar was to open discussion and stimulate ideas for economic growth in the Corner Brook region. Funding for the seminar was provided by the City of Corner Brook, the Atlantic Canada Opportunities Agency (ACOA), and the Department of Tourism, Culture, Industry and Innovation. Presenters at the symposium included:

- Roger Brooks from Roger Brooks International provided insight on how to improve both economic development and community enjoyment through community branding, the revitalization of downtown sectors, and the implementation of public plazas.
- Ivan Emke from Memorial University and Corinne Finnie from Mayfair Academy discussed leveraging educational opportunities in economic development.

17-208 Protective Services Report - June 2017

Councillor K. Cormier presented statistics from the Protective Services Department for the month of June 2017.

17-209 Corner Brook Fire Department Software

On motion by Deputy Mayor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to proceed with the purchase of the FDM Data Management Software at a one-time software material cost of \$34,400.00, plus HST and an annual Software Maintenance cost of \$6,880.00 per year plus HST.
MOTION CARRIED

On motion by Deputy Mayor B. Staeben, seconded by Councillor K. Cormier, it is **FURTHER RESOLVED** to proceed with the installation and setup of the software and its associated training at a cost of \$37,500.00 plus HST. The cost of this software purchase and implementation shall be spread over two budget years. **MOTION CARRIED.**

17-210 Supply of Work Clothes - Contract # 2017-20

On motion by Councillor L. Chaisson, seconded by Councillor K. Cormier, it is RESOLVED to award the supply of work clothes, Contract #2017-20 to National Safety Equipment for the amount of \$9,459.90. **MOTION CARRIED.**

17-211 Supply of Safety Footwear

On motion by Councillor K. Cormier, seconded by Councillor L. Chaisson, it is RESOLVED to award the supply of safety footwear, Contract #2017-19 to National Safety Equipment for the amount of \$9,969.75. **MOTION CARRIED.**

17-212 Replacement City Fleet Vehicles

On motion by Councillor L. Chaisson, seconded by Deputy Mayor B. Staeben, it is RESOLVED to proceed with purchasing four (4) new vehicles to replace seven (7) vehicles being decommissioned from City Fleet. **MOTION CARRIED.**

17-213 Asphalt Program, 2017, Contract 2017-24

On motion by Councillor K. Cormier, seconded by Councillor T. Buckle, it is RESOLVED to award the Asphalt Paving Program 2017 Contract 2017-24 to Marine Contractors Inc. **MOTION CARRIED.**

17-214 Council Travel Report - January - June 2017

Deputy Mayor B. Staeben presented the Council Travel Report (January - June 2017).

17-215 Fire Study

Mayor Pender presented the Pomax Fire Study Report. He advised the report is available for public viewing.

17-216 Building Permit Bi-Weekly Report

Councillor J. Carey presented the bi-weekly Building Permit Report

17-217 Application for Crematorium - Country Road

On motion by Councillor M. Murphy, seconded by Councillor J. Carey, it is RESOLVED upon consideration that Council in its Authority shall exercise its discretion and deny the application for a crematorium at 167 Country Rd, Corner Brook NL. **(Mayor Pender declared a conflict of interest due to**

the proximity of the property to his residence. Deputy Mayor Staeben, Councillor Cormier and Councillor Chaisson voted against the motion.). TIE VOTE. TO BE BROUGHT FORWARD TO THE NEXT PUBLIC COUNCIL MEETING MOTION CARRIED.

17-218 Home Base Business - 81 Georgetown Rd -

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson it is RESOLVED upon consideration of the matters as set out in accordance with Regulation 11, Discretionary Powers of Authority, Council in its discretion and as a result of the matters set out in this regulation; approve the application to operate a home based business office from the property located at 81 Georgetown Road. **MOTION CARRIED.**

17-219 Engineering Agreement - Retaining Wall Evaluation & Replacement

On motion by Councillor L. Chaisson, seconded by Councillor K. Cormier, it is RESOLVED that Corner Brook City Council approve the Engineering Proposal and subsequent Prime Consultant Agreement with Anderson Engineering Consultants Ltd. for the Design and Reconstruction of two retaining walls, at an estimated total cost of \$21,252.00 (HST Included). **MOTION CARRIED.**

17-220 Engineering Agreement - Georgetown Road Culvert Replacement

On motion by Councillor K. Cormier, seconded by Councillor L. Chaisson, it is RESOLVED that Corner Brook City Council approve the Engineering Proposal and subsequent Prime Consultant Agreement with SNC Lavalin for the replacement of a large storm water culvert on upper Georgetown Road, at an estimated total cost of \$79,035.00 (plus HST). **MOTION CARRIED.**

17-221 Engineering Agreement - Bearhead Road Reconstruction

On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is RESOLVED that Corner Brook City Council approve the Engineering Proposal and subsequent Prime Consultant Agreement with AMEC Foster Wheeler Environment & Infrastructure to perform the technical design, contract administration and construction inspection for the reconstruction of Bearhead Road at an estimated cost of \$37,814 (HST included). **MOTION CARRIED.**

17-222 Third Party & Digital Signage Regulations

On motion by Councillor M. Murphy, seconded by Councillor, J. Carey it is RESOLVED to approve "The City of Corner Brook Third Party and Digital Signage Regulations" (**Councillor J. Carey declared a conflict of interest and abstained from voting**). **MOTION CARRIED.**

ADJOURNMENT

There being no further business the meeting adjourned at 5:40 p.m.

City Clerk

Mayor

REQUEST FOR DECISION

City Clerk's Office

SUBJECT: Ratification of Decisions

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

PROPOSED MOTION:

July 12, 2017– Council in Committee Meeting

It is RESOLVED to ratify minute CC17-066 – Approval of Agenda

It is RESOLVED to ratify minute CC17-068 – Financial Statements

It is RESOLVED to ratify minute CC17-069 – Director of Community, Engineering, Development and Planning – Offer of Employment

July 17, 2017– Council in Committee Meeting

It is RESOLVED to ratify minute CC17-072 – Recreational Storage Building Jubilee Field – Contract #2017-27

It is RESOLVED to ratify minute CC17-073 – Recreational Storage Building Soccer Fields – Contract #2017-29

It is RESOLVED to ratify minute CC17-074 – Engineering Agreement – Dunbar Avenue

It is RESOLVED to ratify minute CC17-076 – Support Committee bid to host HNL – 2018

August 7, 2017– Council in Committee Meeting

It is RESOLVED to ratify minute CC17-078 – Approval of Agenda

It is RESOLVED to ratify minute CC17-080 – 18 Rowsell Street – Home Base Business

It is RESOLVED to ratify minute CC17-081 – 76 Central Street – Home Base Business

It is RESOLVED to ratify minute CC17-082 – 36 Kawaja Drive – Home Base Child Care

It is RESOLVED to ratify minute CC17-084 – Engineering Agreement – East Valley Road/Central Street

It is RESOLVED to ratify minute CC17-085 – Engineering Agreement – Pressure Regulating Stations Rehabilitation Humber Park and Caribou Road

It is RESOLVED to ratify minute CC17-086 – Traffic Analysis – School Zones

It is RESOLVED to ratify minute CC17-087 – Downtown Urban Design Action Plan Phase 2

It is RESOLVED to ratify minute CC17-088 – Pocket Park Program Policy

August 14, 2017– Council in Committee Meeting

It is RESOLVED to ratify minute CC17-089 – Approval of Agenda

Submitted by: _____

Date: _____

Reviewed by: _____

Date: _____

Background Information for Ratification of Minutes

July 12, 2017– Council in Committee Meeting

CC17-066 Approval of Agenda

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

CC17-068 Financial Statements

On motion by Deputy Mayor B. Staeben, seconded by Councillor T. Buckle, it is RESOLVED to adopt and approve the 2016 financial statements as presented **MOTION CARRIED.**

CC17-069 Director of Community, Engineering, Development and Planning- Offer of Employment

On motion by Councillor T. Buckle, seconded by Councillor K. Cormier, it is RESOLVED in accordance with Policy 10-03-01 to authorize the City Manager to negotiate an Offer of Employment to the proposed candidate for the position of Director of Community, Engineering, Development and Planning. MOTION CARRIED

On motion by Deputy Mayor B. Staeben, seconded by Councillor K. Cormier, it is FURTHER RESOLVED that upon successful negotiation of an employment contract that Council appoint Darren Charters as the Director of Community Engineering Development & Planning. **MOTION CARRIED.**

July 17, 2017– Council in Committee Meeting

CC17-072 Recreational Storage Building Jubilee Field - Contract #2017-27

On motion by Councillor K. Cormier, seconded by Councillor M. Murphy, it is RESOLVED to award Contract #2017-27 for the Recreation Storage Building Jubilee Field for the amount of \$99,000.00 (HST included). **MOTION CARRIED.**

CC17-073 Recreational Storage Building Soccer Fields - Contract # 2017-29

On motion by Councillor J. Carey, seconded by Councillor M. Murphy, it is RESOLVED to award Contract #2017-29 for the Recreation Storage Building Soccer Fields for the amount of \$71,000.00 (HST included) **MOTION CARRIED.**

CC17-074 Engineering Agreement - Dunbar Avenue

On motion by Deputy Mayor B. Staeben, seconded by Councillor J. Carey, it is RESOLVED to approve the Engineering Proposal and subsequent Prime Consultant Agreement with Anderson Engineering consultants Limited for the replacement of waterline at upper Dunbar Avenue at an estimated total cost of \$17,353.50. **MOTION CARRIED.**

CC17-076 Support Committee bid to host HNL-2018

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is RESOLVED to commit \$2,500 as part of the regional sponsorship package for the 2018 HNL Conference to be hosted primarily at the Corner Brook Civic Centre. **MOTION CARRIED.**

August 7, 2017– Council in Committee Meeting**CC17-078 Approval of Agenda**

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is it is RESOLVED to approve the agenda with the following additions;

1. Traffic Analysis - School Zones
2. Pocket Park Program
3. Downtown Urban Design Action Plan Phase 2 **MOTION CARRIED.**

CC17-080 18 Rowsell St - Home Base Business

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is RESOLVED to approve the application for the operation of a Home Based Business, (Hair Salon) from the property located at 18 Rowsell Street, Corner Brook, NL. **MOTION CARRIED.**

CC17-081 76 Central St - Home Base Business

On motion by Councillor L. Chaisson, seconded by Councillor K. Cormier, it is RESOLVED in accordance with Regulation 11, Discretionary Powers of Authority, to approve the application to operate a home based business office from the property located at 76 Central Street. **MOTION CARRIED.**

CC17-082 36 Kawaja Dr - Home Base Child Care

On motion by Councillor T. Buckle, seconded by Councillor L. Chaisson, it is RESOLVED to approve the application to operate a home based child care business from the property located at 36 Kawaja Drive. **MOTION CARRIED.**

CC17-084 Engineering Agreement - East Valley Road/Central Street

On motion by Councillor L. Chaisson seconded by Councillor K. Cormier, it is RESOLVED to approve the Engineering proposal and subsequent Prime Consultant Agreement with AMEC Foster Wheeler for the East Valley Road/Central Street at an estimated total cost of \$71,164.

MOTION CARRIED.

CC17-085 Engineering Agreement - Pressure Regulating Stations Rehabilitation Humber Park and Caribou Road

On motion by Councillor L. Chaisson, seconded by Councillor K. Cormier, it is RESOLVED to approve the Engineering Proposal and subsequent Prime Consultant Agreement with Newfoundland Design Limited for the Pressure Regulating Stations Rehabilitation Humber Park and Caribou Road at an estimated total cost of \$153,312.25. **MOTION CARRIED.**

CC17-086 Traffic Analysis - School Zones

On motion by Councillor T. Buckle, seconded by Councillor K. Cormier, it is RESOLVED to engage a traffic consultant to undertake a traffic analysis in the fall related to identifying opportunities for safety improvements for the Lewin Parkway and St. Mark's Avenue intersection. **MOTION CARRIED.**

CC17-087 RFD - Downtown Urban Design Action Plan Phase 2

On motion by Councillor L. Chaisson, seconded by Councillor K. Cormier, it is RESOLVED to award the Downtown Urban Design Action Plan Phase 2, Contract 2017-30 to Cangrow Services for the Tendered amount of \$142,184.85 (HST included). **MOTION CARRIED.**

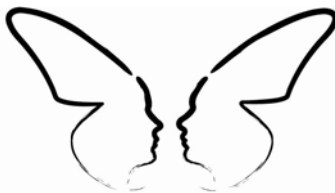
CC17-088 Pocket Park Program

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is RESOLVED to approve the City of Corner Brook Pocket Parks Policy. **MOTION CARRIED.**

August 14, 2017– Council in Committee Meeting**CC17-089 Approval of Agenda**

On motion by Councillor K. Cormier, seconded by Councillor T. Buckle, it is RESOLVED to approve the agenda with the following addition;

- Rotary Arts Centre Lease **MOTION CARRIED.**



Information. Support. Prevention.

Proclamation

Sexual Violence Awareness Week

September 10th – 16th, 2017

- WHEREAS: The *Newfoundland and Labrador Sexual Assault Crisis and Prevention Centre (NLSACPC)* works to provide support, information, and education to the province of Newfoundland and Labrador, in the area of sexual violence, and
- WHEREAS: The NLSACPC is now commemorating the 18th anniversary of Sexual Violence Awareness Week as well as the 33rd anniversary of their Take Back the Night march to further the common goal of eliminating sexual violence, and
- WHEREAS: The theme for Sexual Violence Awareness Week 2017 is “*Listen. Believe. Support*” which recognizes the necessity of supporting survivors and the urgent need to end sexual violence and its contributing factors so that we may have safe, healthy communities, and
- WHEREAS: Sexual assault is a crime that can affect anyone regardless of factors like age, gender, ability, social and cultural location, or other variables; and
- WHEREAS: The rate of sexual assault in Newfoundland and Labrador continues to be higher than the national average, and
- WHEREAS: This Municipal Government recognizes the need for people of our community to live in safe and caring communities where violence is unacceptable, and supports efforts that raise awareness and educate the public, and
- THEREFORE: Be it resolved that I, Charles Pender, Mayor of the City of Corner Brook, do hereby proclaim September 10th – 16th, 2017 as Sexual Violence Awareness Week and encourage all citizens to become involved in activities organized throughout this week.

Charles Pender
Mayor, City of Corner Brook

Date



To: Corner Brook City Council
CC:
From: Todd Flynn, Director of Protective Services
Subject: **Protective Services Update for July 2017**
Date: August 03, 2017

MEMORANDUM

Protective Services statistics for July 2017 are as follows:

Municipal Enforcement has:

- 129 Calls for Service
- Violations total 123
- 2 Uncovered Garbage
- 77 expired meters
- 2 Handicapped space
- 3 Parking on Sidewalk
- 4 Parking on Bus stop
- Various other parking violations(Private Land, Loading Zone, Wrong Direction, etc)

Animal Control:

- 35 Calls for Service
- 14 Violations Issued
- 9 Dogs Impounded
- 6 Cats Impounded
- 7 Injured/Dead Animals (Birds)

Corner Brook Fire Department Received:

- 43 calls for fire services as follows:
 - 18 Motor Vehicle Accidents- Multiple Injuries, Multiple Extractions
 - 7 Alarm Bells/Alarm Ringing
 - 4 Miscellaneous (Outside) Fire Calls
 - 3 Hazmat Incidents
 - 3 Smoke Visible
 - 3 Vehicle Fires
 - 1 Smell of Smoke
 - 2 Structure Fires
 - 2 other

911 PSAP Received:

- 663 Calls for Police Services
- 663 Calls for Ambulance Services
- 96 Calls for Fire Services
- 1 Call for Poison Control Services
- 1 Call for Parks Canada
- 5 Calls for the Crisis Line
- 2 Calls for Forestry Services
- 1 Call for JRCC
- 2 Calls for Natural Resources
- Total – 1434

REQUEST FOR DECISION

Protective Services

SUBJECT: Animal Sheltering and Care Agreement with SPCA

DESCRIPTION: The City of Corner brook will finance the SPCA in their purchase/lease of a facility from private sector at cost neutral amount of \$28,870.88 per year or \$2405.91 per month.

The terms of this financing shall include:

- a) The financing will be in form of grant to the SPCA for a maximum 5 year term or sale of the North Shore Building, whatever occurs first;
- b) The SPCA would immediately place the North Shore property on the market for sale;
- c) The SPCA will acquire a new property and vacate 10 Connors Road, further enabling the closure of that City owned premises;
- d) Funds from this sale are to be used to pay off balance owed on the newly acquired property;
- e) The SPCA will take over animal sheltering of City impounded animals from Brook Street, thereby enabling the closure of the Brook Street Animal Pound;
- f) Upon the sale of the North Shore Building, the SPCA will immediately release the City from its full grant obligation to that of the cost of running the Brook Street pound and weekend Animal care costs, that being \$15,100.88/year or the \$1258.41/month.

In addition, the City of Corner Brook will agree to lease storage space from the SPCA in its North Shore Building, for its off-season equipment, until such time that building is sold, for the lease rate of \$1000.00 per month or \$12,000.00 per year. The City will vacate currently rented space and consolidate its off-season storage at the SPCA North Shore Building.

PROPOSED MOTION: it is RESOLVED to that the City of Corner Brook proceed to execute the attached five year term agreement that would enable the SPCA to acquire a new building within the City of Corner Brook, and take over the City's animal sheltering for the sum of \$28,870.88 per year. This monthly payment will be reduced to \$15,100.88 per year upon the SPCA's completed sale of the North Shore Building.

It is **FURTHER RESOLVED** that the City of Corner Brook enter into a lease agreement with the SPCA that will facilitate the City to acquire space to store its off-season equipment in the North Shore Building for the sum of \$12,000.00 per year.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff recommend the proceeding with the agreement in its totality: 1) the SPCA grant is effectively "cost neutral" in the sense that this amount is off this operational grant is currently being paid by the City to operate its animal impound including its weekend operational costs. This amount is now being transferred to the SPCA to provide the services on behalf of the City. 2) The acquisition of the North Shore Building storage space resolves an ongoing problem that the City is experiencing in relation to storage space. This enables the City to consolidate its storage in one location, indoors.

Legislative Authority:

- City of Corner Brook Act:

Estimated Cost: \$28,870.00 for animal sheltering operations & 12,000.00 per year for storage space

Budget Line Item: 1240-63800, 1525-6380, 1525-6160, 1240-50100, etc.

Communication Strategy: Media release

Last update: 2015-10-08

STANDING COMMITTEE COMMENTS:

Implication: The City of Corner Brook needs to make improvements to its Animal Sheltering and Care facilities both at the Brook Street pound and the facilities of the SPCA. This agreement takes the cost of funding the current system and directs it to the SPCA to acquire a new building and enabling them to provide enhanced Animal Sheltering services to the City and its residents. The storage space at the North Shore Bldg. is a solution to the City depot’s current storage problem.

BACKGROUND:

See attached agreement document.

Submitted by: Todd Flynn

Date: August 15, 2017

Reviewed by: _____

Date: _____

This Agreement made in duplicate dated this ____ day of _____, 2017 at the City of Corner Brook in the Province of Newfoundland and Labrador

Between **Corner Brook City Council**, a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended (hereinafter referred to as “the City”)

And **The Bay of Islands Society for the Prevention of Cruelty to Animals Corp.** (hereinafter referred to as “the SPCA”)

WHEREAS the City requires animal care services for animals taken into its custody;

AND WHEREAS the SPCA is willing to provide animal care services to the City on the terms and conditions specified herein;

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:

1. The City shall provide a monthly grant to the SPCA for a period of Five (5) years (the “Term”), subject to such rights of early termination as are otherwise set out in this Agreement. The Term shall commence on the date that all contingencies listed in clause 2 herein have been met (the “Commencement Date”).
2. Commencement of the grant is contingent on the following:
 - a. The SPCA vacating the City’s property at 10 Connors Road, Corner Brook, NL;
 - b. the SPCA listing for sale its Northshore Highway property more particularly described in a Deed of Conveyance to the SPCA from William Coates and Judith Coates dated May 14th, 2012 and registered with the Registry of Deeds for the Province of Newfoundland and Labrador at Registration Number 528673 (the “Property”) at a price no greater than the fair market value therefore; and

- c. the SPCA acquiring a property (the "New Property") approved by the City for sheltering of the City's impounded animals.
3. The SPCA shall make continuing and reasonably diligent efforts to sell the Property and agree to such reductions to the asking price for the Property as may be recommended from time to time by its realtor.
4. Upon sale of the Property the SPCA shall use the all proceeds of sale to pay down any amount owing on the New Property and shall provide the City with confirmation of same forthwith.
5. Until the Property is sold, the City has first option to lease the Property for any additional storage needs the City may have for a rental fee of One Thousand dollars (\$1000.00) per month. Any items stored at the Property must be removed prior to the closing date for sale of the Property and any rental payment shall be pro-rated to the date of closing. The SPCA shall provide the City with notice of the closing date forthwith after signing a purchase and sale agreement for sale of the Property. The City will be responsible for its leasehold improvements, utility costs, and snow clearing.
6. Payment of the grant is subject to all other terms and conditions of this Agreement. The amount of grant payable from the Commencement Date until the date of closing on the sale of the Property is Two Thousand Four Hundred Five dollars and Ninety-One cents (\$2405.91) per month. Upon sale of the Property the grant shall be reduced from the date of closing on sale of the Property until the end of Term, to the amount of One Thousand Two Hundred Fifty Eight dollars and Forty-One cents (\$1258.41) per month.
7. The monthly grant payable pursuant to this Agreement shall be payable on the last day of each month commencing on the last day of the month on which the SPCA has provided a full month of the services outlined herein to be provided to the City. In the event that the SPCA commences provision of services part way through a month, the grant for that month shall be pro-rated daily in accordance with the number of days services were provided such that the City pays only for the number of days that it has received services in the commencement month.

Payments shall be made by cheque addressed to:

SPCA
c/o Frances Drover
PO Box 7
Corner Brook, NL
A2H 6C3

8. The grant from the City, aforesaid, shall be subject to the SPCA providing the following goods and/or services:
 - a. To operate an animal care facility in which the SPCA will house, feed and provide care for all animals taken into custody by the City and to provide such animal care to the standards normally met by the SPCA, in compliance with any applicable Federal, provincial and municipal laws regarding the care and/or keeping of animals, and in accordance with such specifications and standards as may be directed by the City from time to time;
 - b. To accept ownership of animals from the City once the City has provided the SPCA with a completed transfer of ownership Form describing in sufficient detail the animal being transferred, the date of transfer and that the animal has been transferred from the City to the SPCA. The City agrees to pay all veterinarian bills related to the animals it has taken into custody for the first 72 hours from which its ownership has been transferred to the SPCA;
 - c. To dispose of the carcasses of any animals received from the City that have died or have been euthanized. The City will pay veterinarian costs and disposal costs;
 - d. To erect and maintain appropriate signage, as provided by the City, to inform the public of the location and hours of the City pound;
 - e. To provide, hire, and train staff as needed to operate, clean and maintain the animal care facility;

- f. To provide all supplies, materials and equipment needed to successfully operate the animal care facility, including but not limited to food, blankets, cages, and cleaning supplies;
 - g. To pay all utilities for the animal care facility including but not limited to heat and lights; and
 - h. To clean and maintain the animal care facility, including but not limited to regular janitorial services, snow clearing the parking lot, clearing the walkway of ice and snow, and collecting and disposing of garbage.
9. The SPCA shall be responsible for all maintenance and operating costs of the animal care facility and the City shall have no other responsibility for maintenance and operating costs. The City will forego collection of property taxes and any water and sewer taxes for the premises so long as the facility operates as the SPCA.
10. Either party may terminate this Agreement by providing the other party with at least six (6) months written notice. Neither party shall be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
11. Notwithstanding the Term set out in this agreement, if at any time the SPCA is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the City shall have the right to terminate this Agreement forthwith by serving the SPCA with a written notice of its' intention to terminate containing the date on which the termination will be effective and the reason(s) for termination. In such instance, the SPCA shall not be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
12. Any notice, document or other communication required or permitted to be given hereunder shall be sufficiently given if delivered or sent by prepaid registered mail or hand delivered as follows:

To the City at: Corner Brook City Council

c/o City Manager
 5 Park Street
 P.O. Box 1080
 Corner Brook, NL A2H 6E1

To the SPCA at: SPCA
 c/o Francis Drover
 P.O. Box 7
 Corner Brook, NL A2H 6C3

Each of the parties shall be entitled to specify a different address by giving notice in writing in accordance with the terms hereof. Any such notice, if mailed, shall be deemed to have been given on the fifth (5th) business day following mailing.

13. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any terms or provisions hereof shall be deemed valid and binding unless in writing and signed by an Officer of the Parties. Failure by either party to enforce any terms hereof shall not be deemed a waiver of future enforcement of that, or any other term.
14. The SPCA agrees that in performance of its services under this agreement neither the SPCA nor any person employed by or acting as agent for the SPCA shall be or be deemed to be an officer, servant or agent of the City of Corner Brook or Corner Brook City Council. The SPCA and its employees and agents shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City of Corner Brook or Corner Brook City Council.
15. The SPCA shall indemnify the City against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of the SPCA or any agent, contractor, servant, employee or licensee of the SPCA, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.
16. The City of Corner Brook and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but

not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of the SPCA its servants or agents in the performance of his, her, its or their obligations under this Agreement. The SPCA shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.

17. The SPCA shall, at all times during operation of the animal care facility, at its own expense maintain in force comprehensive public liability insurance with respect to the building housing the animal care facility and shall provide the City with certificates of a policy or policies of an insurance company or companies for :
- a. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars.

Every policy or policies of insurance maintained by the SPCA shall name the City an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the City on signing, thereafter annually on the anniversary of signing this agreement, and at such other times as required by the City within five (5) days of request of the City.

18. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
19. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.

20. 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 up to the date of such termination but not been properly satisfied or discharged.

21. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

SIGNED SEALED AND DELIVERED by
The SPCA in the presence of:

Witness

Director

Witness

Director

SIGNED SEALED AND DELIVERED by
The City in the presence of:

Witness

Mayor or Deputy

Witness

City Clerk or CAO

Notice of Motion

Animal Regulation, 2017

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

Whereas Section 236 of the City of Corner Brook Act, 1990 authorizes Council to make regulations:

- restricting and controlling the running at large or keeping of animals other than dogs;
- providing for the seizure and impounding of animals found at large or kept contrary to the regulations;
- prescribing impounding fees; and
- providing that an impounded animal may be sold, destroyed or otherwise disposed of if it is not claimed and the impounding fee paid in the time set out in the regulations.

Therefore Notice is hereby given that at the Public Council Meeting on September 11, 2017 the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 263, 264, 280.1, 280.2 and 280.4 of the City of Corner Brook Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby adopts and enacts the Animal Control Regulations.

Legislation: **Notice prior to regulations**

39. A regulation or an amendment or repeal of the regulation, shall not be considered by the council without written notice having been given at a previous meeting.

NOTICE OF MOTION

Protective Services

SUBJECT: Animal Control Bylaw

DESCRIPTION: The attached Animal Control By-law will enable the City to manage and regulate the keeping of Animals as pets, within the City’s jurisdiction. This By-Law replaces the Dog Regulations and the current Animal Regulations. This revised bylaw will: restrict the number of animals in any one household; address control of dangerous animals; and deal with resident requests to keep animals not commonly kept as pets in our City. The bylaw will return licensing of Dogs to once every three years and encourage the spading or neutering of dogs.

NOTICE OF MOTION: it is RESOLVED to that the City of Corner Brook proceed to implement the revised Animal Control By-Law which will replace both the Dog Regulations and the Animal Regulations.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff recommend the proceeding of implementation of the Animal Control By-law to better manage the keeping of various Animals as pets within the City of Corner Brook.

Legislative Authority:

- City of Corner Brook Act: **Section 263 – Animals other than dogs, and Section 264 – Dog Control**

Estimated Cost: _____

Budget Line Item: _____

Communication Strategy: Media release

STANDING COMMITTEE COMMENTS:

Implication: The City Has experienced issues with some residents keeping an excessive number of animals as pets in their residence. It has received complaints related to behaviour of animals as being dangerous. The City has received requests from residents to keep animals, not usually kept as pets, within the City. All these issues are addressed in the new Animal Control Bylaw.

BACKGROUND:

Report/Document: DRAFT – Animal Control By-Law

Submitted by: Todd Flynn

Date: August 15, 2017

Reviewed by: _____

Date: _____

The City of Corner Brook Animal Regulations

PURSUANT to the powers vested in it under section 263, 264, 280.1, 280.2 and 280.4 of the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended, the Newfoundland and Labrador Animal Health and Protection Act SNL 2010 Chapter A 9.1, and all other powers it enabling, the Corner Brook City Council, in a session convened on the day of , 2016, hereby passes and enacts the following regulations relating the control of dogs and other animals in the City of Corner Brook.

These Regulations may be cited as the City of Corner Brook Animal Regulations.

1. PURPOSE

The purpose of these Regulations is to promote the safety, health, and well-being of people and their animals in the City of Corner Brook and to protect people, properties, and promote the humane treatment of animals.

2. DEFINITIONS

In these Regulations:

- a) "Animal" means any and all types of animals, both domesticated and wild, including, but not limited to dogs, cats and other pets, fowl, livestock as defined by the Livestock Act and wild animals which customarily live independently of people in natural conditions including any reptile or amphibian;
- b) "Animal Control Officer" means the person or persons appointed and authorized by Council to impound animals pursuant to the City of Corner Brook Act and these Regulations and to carry out such other acts as are prescribed by these Regulations and includes Municipal Enforcement Officers and the Director;
- c) "Animal Shelter" means the facility designated by the Director as the facility where surrendered, relinquished or abandoned animals; animals apprehended by Animal Control Officers; and animals requiring impoundment may be taken and kennelled;
- d) "Cat" means a male or female cat of any age and includes those that are domesticated and those that breed and/or live in the wild;
- e) "City" means the City of Corner Brook;
- f) "Companion Animal" means a dog or a cat or any animal normally kept for companionship or bred or rose for companionship. Companion Animals do not include animals kept for an agricultural purpose such as livestock, nor wildlife and fish as defined in the province of Newfoundland and Labrador Wildlife Act or any other animal prescribed by the provincial regulations as being excluded.

- g) "Council" means the Corner Brook City Council as continued by section 12 of the City of Corner Brook Act;
- h) "Director" means the Director designated by Council to manage and oversee the operation of the Animal Shelter and the carrying out of the provisions of these Regulations.
- i) "Dog" means a male or female domesticated dog of any age and includes an animal which is a cross between a wolf or coyote and a dog;
- j) "Licensing Officer" means a person appointed pursuant to section 264(d) of the City of Corner Brook Act and includes the Director, Animal Control Officers, Municipal Enforcement Officers and or a City designated agency;
- k) "Municipal Enforcement Officer" means any Municipal Enforcement Officer appointed pursuant to s.211 of the City of Corner Brook Act;
- l) "Owner" includes any person who has the custody, charge, possession or control of an animal, including the owner, tenant or person in charge of the premises where an animal is kept, permitted to live or remain);
- m) "SPCA" means The Bay of Islands Society for the Prevention of Cruelty to Animals Corporation.

3. LICENSING OF DOGS

- a) A valid dog licence is one that has been issued by the City, a Licensing Officer or, other municipality or City designated agency in combination with a registration tag or plate indicating that the registration is in force for the current year.
- b) No person, shall own, keep or have a dog in the City that is older than three (3) months, without having a valid licence for that dog and having the licence registration tag or plate affixed to the dog's collar.
- c) An application for a dog licence shall be made in writing on the prescribed form to the City or Licencing Officer and shall include:
 - i. The name and contact information of the Owner;
 - ii. Name of the dog;
 - iii. Sex and breed of the dog or combinations thereof;
 - iv. Means of identification of the dog such as physical description, photo, or microchip; and
 - v. Whether the dog is spayed or neutered;
- d) The licence fee to licence a dog shall be as set out in Schedule A of these Regulations and shall not be remitted for any cause including the death, loss or removal of the dog from the City after the date of issuance;

- e) Upon completion of the application and payment of applicable fees, the City or Licencing Officer will issue the Owner a numbered tag for the current year registered, which the dog Owner shall attach and display on the collar of the dog.
- f) Information and fees collected by a Licencing Officer shall be forwarded to the City within 2 business days of receipt.
- g) Every dog licence issued pursuant to these Regulations shall expire on the third 31st day of December after the date of issuance.
- h) Dog licences issued pursuant to these Regulations are non-transferrable between dogs and/or Owners and licence fees are non-refundable.

4. CONTROL OF ANIMALS

- a) No Owner shall permit or allow an animal to stray, roam, or run at large in the City.
- b) No person shall permit an animal upon the streets or other public place within the City without written permission from Council save and except for a licenced dog provided such dog is held by a competent person able to restrain the dog on a leash that is of not more than three (3) metres in length.
- c) Every Owner shall immediately remove excrement deposited by the Owner's animal on any property other than the property of the Owner, unless the Owner is a person with a disability and the animal is trained to assist and is assisting that person. All animal excrement must be held and disposed of in compliance with the City's Garbage and Refuse Regulations and Anti-Litter Regulations;
- d) No Owner shall permit their animal to make repetitive sounds including but not limited to barking, howling, crowing, meowing or screeching, that constitute a nuisance or disturb the peace and enjoyment of another property and an Animal Control Officer may impound an animal of an Owner that is in breach of this provision;
- e) Notwithstanding subsection (a), where a dog is on public property that has been designated "Off Leash Dog Park", the dog will not be considered to be at large as long as the Owner meets all of the following requirements:
 - i. the dog is accompanied by the Owner at all times;
 - ii. the Owner has control of the dog by either physical or verbal means at all times; and

- iii. the dog has not been designated in accordance with these Regulations as a Dangerous animal and does not display any signs of aggressive behaviour.

5. LIMIT ON NUMBER OF ANIMALS

- a) No person or persons shall be the Owner of more than five animals of which a maximum of three (3), can be dogs, on any single property in the City without first obtaining a written permit from the City.
- b) Where in the opinion of an Animal Control Officer conditions do not sufficiently allow for the humane habitation of a property of 5 animals, or the condition of the property and/or animals thereon create a nuisance to neighbouring properties, the Owner shall reduce his quantity of animals accordingly upon receipt of a notice to reduce from the Animal Control Officer.

6. DANGEROUS AND NUISANCE ANIMALS

- a) An Animal Control Officer may designate an animal to be Dangerous and/or a Nuisance where it is proven to the satisfaction of the Animal Control Officer that:
 - i. the animal or species thereof has a known propensity or predisposition to attack persons or other domestic animals to cause injury or otherwise threaten the safety of persons or domestic animals;
 - ii. the animal behaves in a vicious or menacing manner and approaches and/or chases persons in an attempt to cause injury or otherwise threaten the safety of persons or domestic animals;
 - iii. the animal has and without provocation, bitten, inflicted injury, assaulted or otherwise attacked a person or domestic animal; or
 - iv. the animal exhibits symptoms or behaviour of illness that threatens the health and safety of persons or other animals.
- b) For the purposes of this section, an animal is presumed not to have been provoked in the absence of evidence to the contrary.
- c) A dog shall not be designated as a Dangerous animal if the dog:
 - i. is acting in defence to an attack from a person or animal;
 - ii. is acting in defence to an attack of its young; or

- iii. is a professionally trained dog for law enforcement or guard duties and in the process of conducting its duties as is trained.
- d) Once an Animal Control Officer has designated an Animal to be a Dangerous or Nuisance Animal the animal Control Officer may take any one or more of the following actions:
- i. make application to a Provincial Court in accordance with Sections 34, 35, and 36 of the Newfoundland & Labrador Animal Health and Protection Act (2010 cA-9.1 s34-36) or any similar or successor legislation;
 - ii. Direct the Owner to keep the animal securely enclosed on the Owner's property in a manner that ensures the prevention of injury to people, other animals or to the animal itself;
 - iii. Direct the Owner to muzzle and leash the animal and to keep it under constant control and supervision if the Owner removes the animal from the Owner's property;
 - iv. Direct the Owner to display a sign, on the Owner's property warning of the presence of the animal and to continue to display that sign in good condition so long as the animal is present on the property;
 - v. Direct the Owner to report the sale or other disposition of the animal to the Director no more than 72 hours after the Owner has given up possession of the animal and provide the name, address and telephone number of any new Owner of the animal;
- e) In the case of an animal that is exhibiting behaviour or symptoms of illness that threaten the health and safety of persons or other animals, impound and/or immediately destroy the animal.

7. IMPOUNDMENT AND RELEASE OF ANIMALS

- a) An Animal Control Officer or any person may seize an animal found at large and convey the animal to the City's designated animal shelter for impoundment or alternatively convey the animal to the SPCA or similar or successor organization. The person who conveys the animal shall provide the name of the Owner of the animal, if known, and the place and time of restraint.
- b) Where an Animal Control Officer has seized or received an animal whose Owner is known, the Animal Control Officer or designate shall within 24 hours, provide notice to the Owner of the fact of the animal's impoundment and the amount required to be paid in order for the animal to be released.
- c) Notice provided in accordance with subsection (b) may be given by telephone or in writing.

- d) At a scheduled time no longer than 48 hours following the date the animal has been seized by the Animal Control Officer or designate, the Owner or Owner's agent may attend the animal shelter and upon providing proof of ownership or entitlement for a detained animal and payment of all fees, the Animal Control Officer or designate may release the detained animal to the custody of the Owner or Owner's agent. Such fees may include costs of veterinarian services rendered to minimize pain and distress being experienced by the animal.
- e) Where an animal's Owner is unknown, and the animal remains unclaimed after 72 hours in the animal shelter, the Director may sell, give away, place for adoption or arrange for the animal to be destroyed by humane means.
- f) Where an animal's Owner is known by way of license or other means of identification on the animal, and the animal is not claimed after 48 hours in the animal shelter, the Director may sell, give away, place for adoption, or arrange for the animal to be destroyed by humane means.

8. OBSTRUCTION

No person shall interfere and/or obstruct an Animal Control Officer in the execution of his or her duties under these Regulations.

9. UNCOMMON PET / COMPANION ANIMAL

Where any person owns or wishes to own and keep an animal in the City of Corner Brook as a pet or companion animal that is not normally kept as a pet or companion animal, as described in these regulations, the person shall make application to the City to house such an animal within the City.

The City will evaluate such applications on a discretionary and case by case basis considering:

- a) whether the animal poses a danger to the public;
- b) manner in which the animal must be kept including sanitation and whether indoor or outdoor;
- c) and impact to neighbour's peaceful enjoyment of their property including noise and odours.

10. PENALTIES

Where any person contravenes any provision of these Regulations:

- a) 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 the City of Corner Brook Act; and such person may be issued a violation notice pursuant to section 280.1 of the City of Corner Brook Act.
- b) The Director, the Animal Control Officer and all Municipal Enforcement Officers are designated persons employed by Council who may issue a violation notice pursuant to section 280.1 of the City of Corner Brook Act for any contravention or failure to comply with these Regulations.
- c) Fees and penalties are defined in "Schedule A " of these regulations.

11. REPEAL

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

IN WITNESS WHEREOF this Regulation is sealed with the Common Seal of the City of Corner Brook and subscribed by and on behalf of Council by Mayor and City Clerk at the City of Corner Brook, in the Province of Newfoundland and Labrador, this _____ day of _____, 2016.

Mayor

City Clerk

Published in the Western Star: _____

First Reading: _____

Second Reading: _____

Schedule A

SECTION	PENALTY DESCRIPTION	PENALTY AMOUNT	
3. (b)	Failure to licence dog	\$30.00	
3. (b)	Failure to display license tag	\$25.00	
4. (a)	Animal at Large	1st Offense	\$50.00
		2nd Offense	\$75.00
		3rd Offense	\$100.00
4. (c)	Failure to remove animal excrement	\$25.00	
4. (d)	Animal causing a disturbance	\$25.00	
5. (a)	Person having more than five animals without permit	\$50.00	
6. (d)(v)	Failure to report sale or transfer to another owner of dangerous animal	\$50.00	
8.	Obstruction	\$100.00	
9.	Failure to apply for permit for uncommon pet	\$50.00	

SECTION	FEE DESCRIPTION	PENALTY AMOUNT	
3. (a)	Licencing of a dog	Regular Fee	\$25.00
		If dog is spaded or neutered, amount to be deducted from Regular Licensing fee.	-\$10.00
		If dog has implanted owner identity chip, amount to be deducted from Regular Licencing Fee	-\$5.00
7.	Daily Impoundment Fee	\$10.00	

REQUEST FOR DECISION

Protective Services

SUBJECT: Phase 2 of Pomax Fire Study for the City of Corner Brook - Regionalization

DESCRIPTION: In recent months POMAX has completed a study of the Fire Services for the City of Corner Brook. Phase 2 of this study is to examine feasibility and requirements to regionalize fire services with the communities that surround the City of Corner Brook. Since POMAX completed Phase 1 of the Fire Study, it is recommended that POMAX remain engaged and carry-on to complete Phase 2 of the study.

PROPOSED MOTION: it is RESOLVED that the City of Corner Brook will proceed with POMAX Inc. to conduct and deliver Phase 2 of the City of Corner Brook Fire Study.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation:

Staff recommend the proceeding of the Phase 2 of the Corner Brook Fire Service Study using POMAX, the author of the Phase 1 portion of the study.

This study must be conducted through the lens of the primary POMAX study that examined the delivery of fire services for the City of Corner Brook. Much of the information collected and learned from the primary study will complement the information required for Regionalization portion of the study. This second portion of the study must align and be in the same context of the primary study. It is the opinion of the Director of Protective Services that requirement can only be accomplished by the remaining work being conducted by the authors of the primary study.

Legislative Authority:

- Public Tender Act: Section 3(2)(b) – Where it appears to the head of the government funded body that in view of the nature of the work or acquisition it is not advisable to invite tenders;
- Estimated Cost: **\$25,000.00 plus HST**

Budget Line Item: 1300-63950

Communication Strategy: Notification will be provided to POMAX by the Director of Protective Services. Form B will be sent to the Government Purchasing Agency indicating reasoning for not going to Public Tender for Phase 2 of this study.

STANDING COMMITTEE COMMENTS:

Implication: The Protective Services Standing Committee recommends the proceeding with Phase 2 of the Fire Study.

BACKGROUND:

Tender evaluation documents from last tender response.

Submitted by: Todd Flynn

Date: August 17, 2017

Reviewed by: _____

Date: _____



Government of Newfoundland & Labrador

Form B: Report to Chief Operating Officer, Government Purchasing Agency

(Pursuant to Section 10 of *The Public Tender Act*, and Section 8 of the Regulations)

CONTRACT AWARD WITHOUT TENDER INVITATION

Name of Department/Government Funded Body:	
City of Corner Brook	
Address	Postal Code
P.O. Box 1080, Corner Brook, NL	A2H 6E1

Contract Description and Location: Conducting of Phase 2 of the Corner Brook Fire Study that will investigate the feasibility of a regionalization of Fire Services with the communities that surround the City of Corner Brook.

Contractor, Supplier or Lessor:

Name POMAX Inc.

Address 692 Headley Drive, London, ON, N6H 3V6

Contract price: \$25,000.00 Date of award: _____ Contract # or PO #: _____
(YY/MM/DD)

Public Tender Act relevant exemption clause - tick as applicable:

3(2)(b) 3(2)(d) 3(2)(e) 3(2)(i) 3(2)(j) 4(1)(b) 4(1)(d) 4(4) 4(5)

Reason why the tender was not invited:

The study must be conducted through the lens of the primary POMAX study that examined the delivery of fire services for the City of Corner Brook. Much of the information collected and learned from the primary study will complement the information required for Regionalization portion of the study. This second portion of the study must align and be in the same context of the primary study. It is the opinion of the Director of Protective Services that requirement can only be accomplished by the remaining work being conducted by the authors of the primary study.

Minute-of-Council authorization, if applicable: M.C.No _____

Forward to Government Purchasing Agency,
30 Strawberry Marsh Rd, St. John's, NL.,
A1B 4R4

Head of Department/Government funded body
Name: (Please print) _____
Signature: _____
Date: _____

REQUEST FOR DECISION

Protective Services

SUBJECT: Corner Brook PSAP to provide Dispatch Services to Stephenville Fire Dept.

DESCRIPTION: The Stephenville Fire Dept. has requested Corner Brook PSAP to provide initial dispatch services for their fire Dept. This would involve having all Fire Dept. Emergency calls routed to the PSAP and dispatchers would conduct notification to the volunteer firefighters. A costing formula has been worked out that is acceptable to both parties. A copy of the agreement is attached.

PROPOSED MOTION: it is RESOLVED to that the City of Corner Brook proceed with the agreement that enables the Corner Brook PSAP to provide initial dispatch services to Town of Stephenville Fire Department.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff recommends the proceeding with the agreement. The Corner Brook PSAP does have the capacity to add this service for Stephenville. Notably this work comes secondary to NL911 calls.

Legislative Authority:

- City of Corner Brook Act: Section 52
- (It must be noted that this service is not being provided by NL911 thus not bound by the Emergency 911 Act; the service offering is a contractual agreement with the City of Corner Brook who owns the PSAP. The City of Corner Brook PSAP will provide services to Stephenville in the same manner that it provides a contractual service to NL911, but secondary to NL911.)

Estimated Cost: There is no added cost to Corner Brook to provide this service to Stephenville.

Budget Line Item: _____

Communication Strategy: Notification to Stephenville that agreement has been accepted by Corner Brook City Council.

STANDING COMMITTEE COMMENTS:

Implication: The City of Corner Brook PSAP has the capacity to be receiving and managing more calls for service than currently being experienced. Money paid by Stephenville will be deducted from billing sent to NL911, with exception of the 10% administration charges. This is another example where regionalization of service makes sense.

BACKGROUND:

See attached agreement document.

Submitted by: Todd Flynn

Date: August 15, 2017

Reviewed by: _____

Date: _____

**SERVICE AGREEMENT – SECONDARY PUBLIC SAFETY ANSWERING POINT
(Stephenville Fire Department)**

THIS AGREEMENT made at Corner Brook, in the Province of Newfoundland and Labrador, on this day August of 2017.

BETWEEN: **TOWN OF STEPHENVILLE**, a body corporate pursuant to the *Town of Stephenville Order, Regulation 457/96 under the Municipalities Act, 1999, SNL 1999 Ch. M-24;*
(“the Town”)

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

(collectively referred to herein as “the Parties”)

WHEREAS the City provides Primary Public Safety Answering Point services pursuant to an agreement with the NL 911 Bureau Inc. under section 20 of the *Emergency 911 Act, SNL 2014 Ch. E-7.2* wherein the City answers 911 calls and transfers those calls to the appropriate Secondary Public Safety Answering Point;

AND WHEREAS the Town fire department is a Secondary Public Safety Answering Point responsible for providing emergency services and dispatching personnel for fire emergencies and alarms within the Town boundaries;

AND WHEREAS the Town desires for the City to provide Secondary Public Safety Answering Point dispatch services for the Town fire department;

AND WHEREAS the City is willing, subject to the terms and conditions set forth herein, to provide certain Secondary Public Safety Answering Point services to the Town for its fire department;

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

1. Definitions

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

- (a) "911 Call Taking Service" means the answering of Emergency 911 Telephone Service calls and the subsequent Call Transfer of those calls to a Secondary Public Safety Answering Point";
- (b) "Emergency 911 Telephone Service" means the province-wide telephone service for the reporting of emergencies through a Primary Public Safety Answering Point to a Secondary Public Safety Answering Point";
- (c) "PSAP" means the City's Public Service Answering Point that provides 911 Call Taking Service; and
- (d) "Secondary Public Safety Answering Point" means a point of contact to which emergency telephone calls are transferred from a Primary Public Safety Answering Point and which is a point of contact responsible for providing emergency services and/or dispatching personnel.

2. The Services

2.1 The City agrees that in providing its 911 Call Taking Service under the Emergency 911 Telephone Service, any Call Transfer that would normally be made to the Town of Stephenville Fire Department as Secondary Public Safety Answering Point will instead be transferred to the City's PSAP. The City's PSAP will then notify the Town Fire Department and provide notification to Town volunteer firefighters. Such notification shall be provided by _____

2.2 Save and except for the provision of notification services described in Article 2.1, the City is not in any other respect responsible as Secondary Public Safety Answering Point for the Town or the Town Fire Department. For further clarity and not in any way to limit the generality of the foregoing, the Town shall remain responsible for provision of emergency services and personnel in the event of an emergency.

3. Payment

3.1 It is agreed and understood that payments made for the provision of the services by the City to the Town pursuant to Article 2 of this Agreement (the "Services") shall be made in accordance with the following:

Within 60 days of the end of each quarter of each calendar year of the Term, the City will invoice the Town for provision of Services during the quarter. The Town shall pay the City within 60 days of receipt of invoicing. Late payment shall be subject to interest charges at a rate of 10.5% per annum. Payment for provision of the Services shall be as follows:

- (a) The Town shall pay a percentage of the total cost of operation of the PSAP each quarter calculated as follows:

$$\frac{\text{Number of Calls Dispatched For the Town Fire Department}}{\text{Total number of calls received By the City's PSAP}} = \text{Percentage to be paid by Town}$$

For illustration purposes, from July 1st to September 30th, 2016 the PSAP received and transferred 4091 calls. 27.5 of those calls were transferred to the Town Fire Department. $27.5/4091 = 0.67\%$. The total cost of operating the City's PSAP that quarter was \$174,675.00 and as such the Town would pay \$1170.32. (0.67% of \$174,675.00).

- (b) In addition to the percentage of operational costs set out in (a), the Town shall pay a 10% surcharge each quarter on the amount calculated in (a).

For illustration purposes, the surcharge for the \$1170.32 example provided in (a) would be \$117.03 and as such the total payment owing from the Town to the City for that quarter would equal \$1287.35.

3.2 Payment General

- (a) Except as otherwise provided in this Agreement, payments will be made within 60 calendar days of receipt of invoicing.
- (b) Where applicable, all invoices shall clearly show the amount of HST billed by the City as a separate item.
- (c) All invoices shall show the quarterly operational cost and breakdown of the calculation of the payments owing.
- (d) The City shall submit invoices to:
- (e) The Town shall remit payments to :

Director of Finance and Administration
City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1

4. Conditions Precedent

- 4.1** As conditions precedent to the provision of Services pursuant to this Agreement, the Town covenants and agrees that it shall provide or cause to be provided to the City:

- (a) written confirmation of insurance coverage for the Secondary Public Service Answering Point and Services as set out in Article 17 herein satisfactory to the City and providing for a minimum of thirty days' written notice to the City of any change in coverage or cancellation or lapse in coverage; and
- (b) a copy of the motion and minute of Town Council authorizing the execution and delivery of this Agreement.

5. Events of Default

- 5.1** In this Agreement, each of the following constitute an "Event of Default":
- (a) if the City terminates, abandons or ceases or threatens to terminate, abandon or cease to provide the Services or if a force majeure event persists for more than 6 months.
 - (b) if the Town fails to make any payments when due.
- 5.2** Immediately upon the occurrence of an Event of Default as set forth in paragraph 5.1, the Parties shall provide each other with written notice thereof and the defaulting party shall within 15 days of written notice of the same by the other party rectify the said Default. In the event that the Default is not rectified within the said period, then the Agreement may be terminated forthwith.
- 5.3** Neither Party shall be considered to be in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall include fire, explosion, war, riot, strike, walkout, labour controversy, flood, shortage of water, power, labour, transportation facilities or necessary materials or supplies, default or failure of telecommunication service providers, act of God or public enemy, equipment failure or malfunction, or any other cause beyond the reasonable control of the Parties hereto.

6. Communications

- 6.1** Neither party shall not engage in communications related to the Services in the nature of press releases or public announcements without prior consultation and approval of the other party.
- 6.2** The Parties agree to work together where practical and reasonable to facilitate any public announcements related to this Agreement in a timely manner.

7. Notices

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

For the Town:

For the City:

**City Manager
P.O. Box 1080
5 Park Street
Corner Brook, NL A2H 6E1
Phone: 709-637-1534
Fax: 709-637-1543**

10. Entire Agreement

- 10.1** 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 and which may be modified only by further written agreement under seal.

11. Representations and Warranties

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

13. Effective Date

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

14. Term

- 14.1** Subject to such rights of termination as are otherwise set out in this Agreement, The Term of this Agreement shall be from the Effective Date to December 31, 2019. This Agreement shall continue in effect after the expiry of the Term so long as the Parties are negotiating its renewal.

15. Counterparts

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

signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

16. Liability

16.1 The City is not liable for any loss or damage suffered by any person by reason of anything in good faith done or omitted to be done in relation to the Services and the Town covenants to indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation and the Occupational Health and Safety Act RSNL 1990 Ch.O-3, as amended, or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, residents, guests, visitors, invitees, employees, agents and property of the Town) directly or indirectly arising out of, resulting from or sustained as a result of the City's provision of Services. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the City may incur with respect to any such claim.

16.2 All firefighters, officers, members, agents and employees of the City involved in providing the Services are deemed to be firefighters, officers, members, agents and employees of the Town while the Services are being provided.

17. Insurance Coverage

17.1 The Town shall, at its own expense maintain in force comprehensive public liability insurance pertaining to the provision of Services and shall provide the City with certificates of a policy or policies of an insurance company or companies for:

- a. Legal Liability with a limit of not less than Two Hundred and Fifty Thousand dollars (\$250,000.00) per occurrence; and
- b. Liability insurance for bodily injury and death with a limit of not less than Five Million (\$5,000,000.00) dollars per occurrence.

Every policy or policies of insurance maintained by the Town shall name the City of Corner Brook and Corner Brook City Council as insureds and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the City on execution, renewal and overholding of this agreement and at any other time as requested by the City.

18. Service Limitation

18.1 The City retains its right to limit, curtail, and discontinue Services to the Town at any time and for any reason it deems appropriate including but not limited to the following circumstances:

- a. Non-payment of any fees due to the City by the Town. This includes fees associated with this Agreement, or any other fees that may be due to the City;

- b. A material change in the operational capabilities of the PSAP;
- c. Provision of the Services will impair or delay the City's 911 Primary PSAP work or impair or delay the City's own fire and emergency services. The City's first priority will be 911 Call Taking Service and provision of its own fire and emergency services and the City will not provide the Services to the Town to the detriment of the 911 Call Taking Service or the City's fire and emergency services;
- d. The City is unable to make contact with the Town, its Fire Department or volunteer firefighters;
- e. Liability insurance for the provision of the Services is not in place as required by this Agreement; or
- f. Any other reason, as deemed by the City's Director of Protective Services or designate or Corner Brook City Council as presenting a negative impact on the ability of the City to provide 911 Call Taking Service and/or fire and emergency protection to the City.

The parties agree that any limitation, curtailment or discontinuance of the City's provision of Services shall not be a breach of the City's obligations under this Agreement. Wherever possible, the City will promptly notify the Town of any limitation, curtailment or discontinuance of the provision of Services and the reason therefore.

19. Binding

19.1 This agreement and everything in it contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

20. Jurisdiction

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

21. Waiver

21.1 The failure of either party to insist upon or enforce in any instance strict performance by the other party of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the right to assert or rely upon any such terms or rights on any future occasion.

22. Severance

22.1 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

23. Headings

23.1 The headings in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement nor of any provisions hereof.

24. Assignment

24.1 Neither party may assign this Agreement in whole or in part to any third party without the prior written approval of the other party.

25. Termination

25.1 Notwithstanding any term of Agreement set out in this Agreement, either party may terminate this Agreement by serving the other party with written notice at least thirty (30) days prior to the date of termination. Upon expiry of the period set out in the notice provided, the rights of the parties under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement had expired.

25.2 Upon termination of this Agreement, whether by end of term or by notice of termination, all rights of the Town to receive any Services hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to the Town for any monies by reason of such termination or otherwise, howsoever, including but not limited to any death, personal injury, loss of or damage to property, and/or loss of business of the Town, its residents or visitors.

25.3 The termination or expiry 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 up to the date of such termination but not been properly satisfied or discharged.

TOWN OF STEPHENVILLE

Witness

Town Clerk

Witness

Mayor

CORNER BROOK CITY COUNCIL

Witness

City Manager or City Clerk

Witness

Mayor or Deputy Mayor

REQUEST FOR DECISION

Community, Engineering Development & Planning

SUBJECT: TENDER – MAIN STREET BRIDGE REPLACEMENT PROJECT No. 2017-12

DESCRIPTION: The City of Corner Brook recently issued a tender for the Main Street Bridge Replacement. The work will include the replacement of the existing Main Street Bridge with new abutments, 4 lane single span bridge decking. It will include widened traffic lanes and widened pedestrian sidewalks. The tender closed on June 27, 2017 and two bids were received as follows (HST included):

Brook Construction (2007) Inc.	\$6,202,633.10
Horseshoe Hill Construction Inc.	\$6,389,681.75

PROPOSED MOTION: It is **RESOLVED** to award the Main Street Bridge Replacement project number 2017-12 to Brook Construction (2007) Inc. for the amount of \$6,202,633.10 (HST included).

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is staff's recommendation to award the contract to the low bidder Brook Construction and amend the work to bring the project back within budget and scope while still meeting the funding objectives.

Legislative Authority:

- City of Corner Brook Act: **Section**
- Public Tendering Act: **Section:**
- Urban and Rural Planning Act: **Section:**
- Policy and/or Regulation:

Estimated Cost: Tender is \$6,202,633.10 HST included

Budget Line Item:

Communication Strategy: Contractor to be advised and website updated.

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Submitted by: Dale Park

Date: August 15, 2017

Reviewed by: _____

Date: _____

Last update: 2017-06-20

REQUEST FOR DECISION

Community Development and Planning

SUBJECT: Approval of Corner Brook Municipal Plan Amendment MP17-04 and Development Regulations Amendment DR17-04, 47 Clarence Street

DESCRIPTION: Municipal Plan Amendment MP17-04 and Development Regulations Amendment DR17-04 are required in order to change the land use designation and land use zoning of a portion of the lot at 47 Clarence Street from Community Service (land use designation and land use zoning) to Residential (land use designation) and Residential Medium Density (land use zoning). The amendments are necessary in order to realign the land use designation and land use zoning boundaries in a manner that will place the entirety of the lot within a single land use/zone (Residential/Residential Medium Density).

PROPOSED MOTION: It is **RESOLVED**, under Section 23 of the Urban and Rural Planning Act, the Corner Brook City Council approve Municipal Plan Amendment MP17-04 to change the land use designation of a portion of the lot at 47 Clarence Street from Community Service to Residential.

It is **RESOLVED**, under Section 23 of the Urban and Rural Planning Act, the Corner Brook City Council approve Development Regulations Amendment DR17-04 to change the land use zoning of a portion of the lot at 47 Clarence Street from Community Service to Residential Medium Density.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is recommended to approve Municipal Plan Amendment MP17-04 and Development Regulations Amendment DR17-04.

Legislative Authority:

- Urban and Rural Planning Act: Section 23

Policy and/or Regulation:

- The amendments have been carried out in accordance with the requirements of the Urban and Rural Planning Act.

Communication Strategy: The Notice of Adoption and Public Hearing was published in the July 8 and July 15, 2017 editions of the Western Star newspaper, was posted for viewing at City Hall, and was posted on the City's website. Property owners/residents in the area who had been previously consulted during the initial public consultation process were also provided with a copy of the public notice.

STANDING COMMITTEE COMMENTS:

Implication: If approved, the amendments will result in the entirety of the lot located at 47 Clarence being located completely within the Residential land use designation and Residential Medium Density zone.

Other Comments: A Public Hearing to consider objections and representations to the proposed Municipal Plan Amendment MP17-04 and Development Regulations Amendment DR17-04 was scheduled for August 3, 2017; however, the hearing was cancelled as there were no written submissions received within the specified time frame, as per the Public Notice.

Website: The amendments were available for public viewing on the City's website during the initial public consultation process and after adoption by Council in relation to the Public Hearing.

BACKGROUND:

Report/Document: Resolution to Approve documents for Municipal Plan Amendment MP17-04 and Development Regulations Amendment DR17-04; Resolution to Adopt documents for amendments MP17-04 and DR17-04.

Submitted by: *W. Humphries*

Date: *Aug. 17, 2017*

Reviewed by: *A. Burdett*

Date: *Aug 17, 2017*

**CITY OF CORNER BROOK
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012**

**RESOLUTION TO APPROVE
MUNICIPAL PLAN AMENDMENT MP17-04**

AUGUST, 2017

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO APPROVE**

**CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT MP17-04**

Under the authority of Section 16, Section 17 and Section 18 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook

- a) adopted the Municipal Plan Amendment MP17-04 on the _____ day of _____, 2017.
- b) gave notice of the adoption of the Municipal Plan Amendment MP17-04 by advertisement inserted on the _____ day of _____, 2017 and the _____ day of _____, 2017 in the Western Star newspaper and on the City's website.
- c) set the _____ day of _____, 2017 at 7:00 p.m. at City Hall, Corner Brook for the holding of a Public Hearing to consider objections and submissions.

Now under Section 23 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook approved the Municipal Plan Amendment MP17-04 on the _____ day of _____, 2017, as adopted.

SIGNED AND SEALED this _____ day of _____, 2017.

Mayor: _____

(Council Seal)

Clerk: _____

I hereby certify that this Municipal Plan Amendment MP17-04 has been prepared in accordance with the requirements of the Urban and Rural Planning Act.

Colleen Humphries, M.C.I.P.

(seal)

**CITY OF CORNER BROOK
2012 DEVELOPMENT REGULATIONS**

**RESOLUTION TO APPROVE
DEVELOPMENT REGULATIONS AMENDMENT DR17-04**

AUGUST, 2017

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO APPROVE**

**CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT DR17-04**

Under the authority of Section 16, Section 17 and Section 18 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook

- a) adopted the Development Regulations Amendment DR17-04 on the _____ day of _____, 2017.
- b) gave notice of the adoption of the Development Regulations Amendment DR17-04 by advertisement inserted on the _____ day of _____, 2017 and the _____ day of _____, 2017 in the Western Star newspaper and on the City's website.
- c) set the _____ day of _____, 2017 at 7:00 p.m. at City Hall, Corner Brook for the holding of a Public Hearing to consider objections and submissions.

Now under Section 23 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook approved the Development Regulations Amendment DR17-04 on the _____ day of _____, 2017, as adopted.

SIGNED AND SEALED this _____ day of _____, 2017.

Mayor: _____

(Council Seal)

Clerk: _____

I hereby certify that this Development Regulations Amendment DR17-04 has been prepared in accordance with the requirements of the Urban and Rural Planning Act.

Colleen Humphries, M.C.I.P.

(seal)

CITY OF CORNER BROOK
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

RESOLUTION TO ADOPT
AMENDMENT MP17-04

May, 2017

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT**

**CITY OF CORNER BROOK
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012
AMENDMENT MP17-04**

Under the authority of Section 16 of the Urban and Rural Planning Act 2000, the City of Corner Brook adopts the Corner Brook Integrated Municipal Sustainability Plan Amendment MP17-04.

Adopted by the City Council of Corner Brook on the _____ day of _____, 2017.

Signed and sealed this _____ day of _____, 2017.

Mayor: _____

(Council Seal)

City Clerk: _____

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Integrated Municipal Sustainability Plan Amendment MP17-04 has been prepared in accordance with the requirements of the Urban and Rural Planning Act, 2000.

MCIP: _____

(MCIP Seal)

CITY OF CORNER BROOK**INTEGRATED MUNICIPAL SUSTAINABILITY PLAN AMENDMENT MP17-04****BACKGROUND:**

Municipal Plan Amendment MP17-04 is required in order to change the land use designation of a portion of the lot at 47 Clarence Street from Community Service to Residential in order to consolidate the property under a single land use designation, Residential.

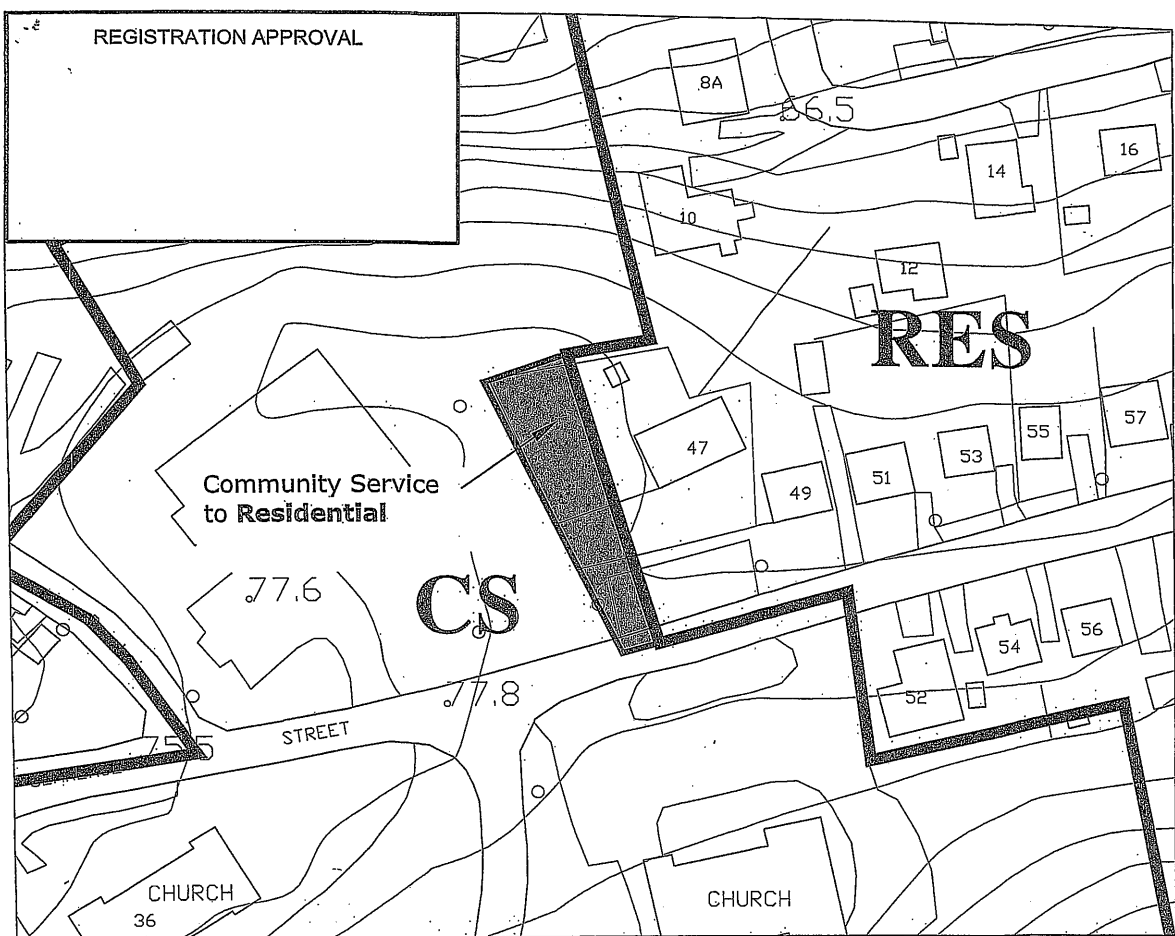
PUBLIC CONSULTATION:

During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on April 15 and April 22, 2017 which advised of Council's intention to seek the said amendment to its Municipal Plan. In addition to this, the proposed amendment was posted on the City's website and was available for viewing at City Hall.

A neighbourhood consultation process was carried out and thirty-three (33) residents/property owners within approximately 115 metres of the subject site were provided with an information package which included a letter of explanation/response form, the Use Zone Tables of the Community Service and Residential Medium Density Use Zone Tables and a map identifying the existing and proposed zoning of the affected area. In response to the public notification and neighbourhood consultation, seven (7) response forms were returned within the specified time period. As well, one resident visited the Planning Office to seek additional information and discuss the matter further. All respondents support the proposed amendments.

AMENDMENT:

The Integrated Municipal Sustainability Plan 2012 Map A and Map B are hereby amended by changing the land use designation of the affected area at 47 Clarence Street from Community Service to Residential, as per the attached copy of the map.



LEGEND

Land Use Designations

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

Land Use Designation

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

Land Use Designation

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

DESIGNATION BOUNDARY



CITY OF CORNER BROOK

PROJECT TITLE:

INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:

GENERALIZED FUTURE LAND USE MAP A (AMENDMENT MP17-04)



City of Corner Brook
Community Services Department
Planning Division

DATE: MAY 2017

SCALE: 1:1000



DESCRIPTION

LAND USE DESIGNATION CHANGE FROM COMMUNITY SERVICE TO RESIDENTIAL

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

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

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

M.C.I.P. _____

DATE _____

(M.C.I.P. SEAL)

SEAL AND SIGNATURE

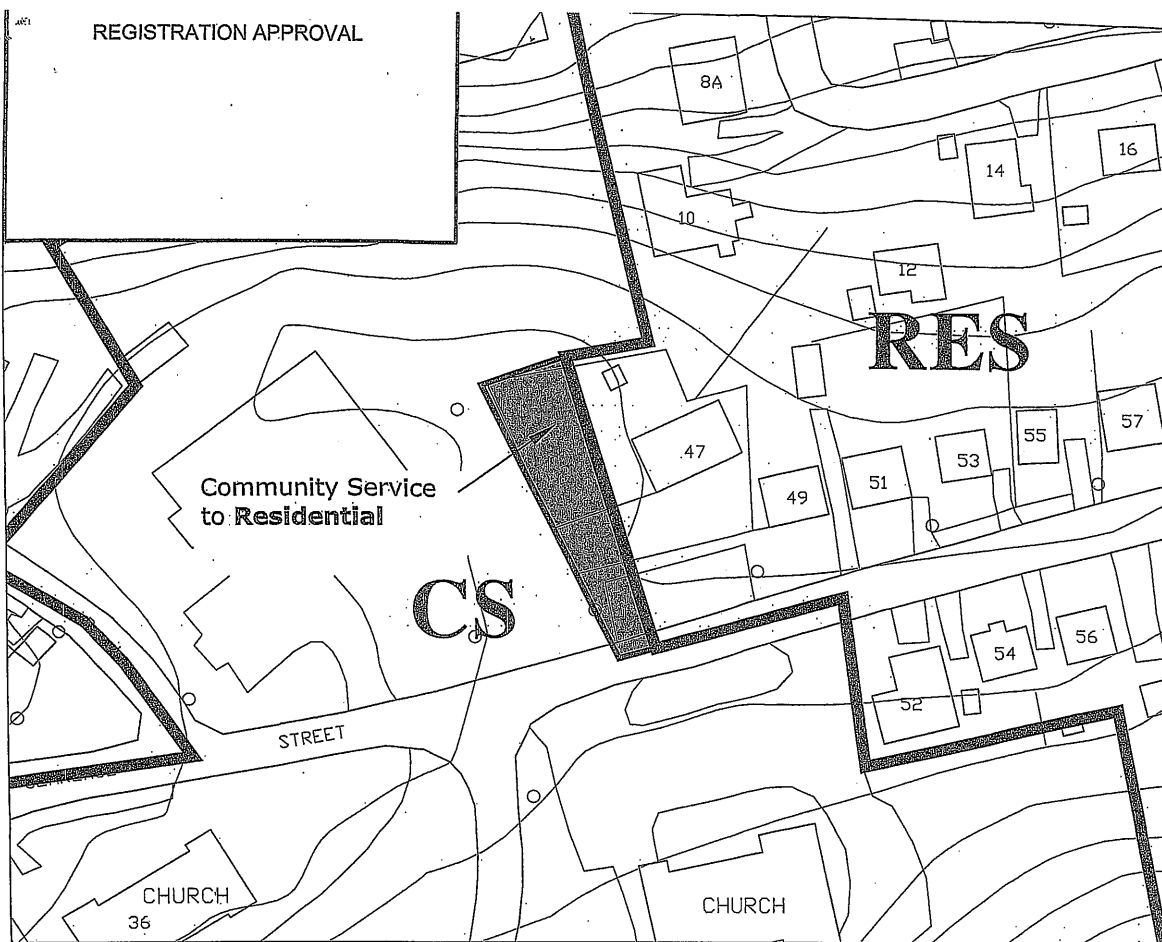
Certified that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map _____ is a correct copy of the Integrated Municipal Sustainability Plan 2012, Map _____ approved by the Council of the City of Corner Brook on the _____ day of _____ (month) (year)

MAYOR _____

CLERK _____

DATE _____

(COUNCIL SEAL)



LEGEND

Land Use Designations

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

Land Use Designation

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

DESIGNATION BOUNDARY

Land Use Designation

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

CITY OF CORNER BROOK

PROJECT TITLE:

INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:

GENERALIZED FUTURE LAND USE MAP B (AMENDMENT MP17-04)



City of Corner Brook
Community Services Department
Planning Division

DATE: MAY 2017

SCALE: 1:1000



DESCRIPTION

LAND USE DESIGNATION CHANGE FROM COMMUNITY SERVICE TO RESIDENTIAL

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

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

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

M.C.I.P. _____

DATE _____

(M.C.I.P. SEAL)

SEAL AND SIGNATURE

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

MAYOR _____

CLERK _____

DATE _____

(COUNCIL SEAL)

**CITY OF CORNER BROOK
2012 DEVELOPMENT REGULATIONS**

**RESOLUTION TO ADOPT
AMENDMENT DR17-04
MAY, 2017**

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT**

**CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT DR17-04**

Under the authority of Section 16 of the Urban and Rural Planning Act 2000, the City of Corner Brook adopts the Corner Brook Development Regulations Amendment DR17-04.

Adopted by the City Council of Corner Brook on the _____ day of _____, 2017.

Signed and sealed this _____ day of _____, 2017.

Mayor: _____

(Council Seal)

City Clerk: _____

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment DR17-04 has been prepared in accordance with the requirements of the Urban and Rural Planning Act, 2000.

MCIP: _____

(MCIP Seal)

CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT DR17-04

BACKGROUND:

Development Regulations Amendment DR17-04 is required in order to change the land use zoning of a portion of the lot at 47 Clarence Street from Community Service to Residential Medium Density in order to consolidate the property under a single land use zone, Residential Medium Density.

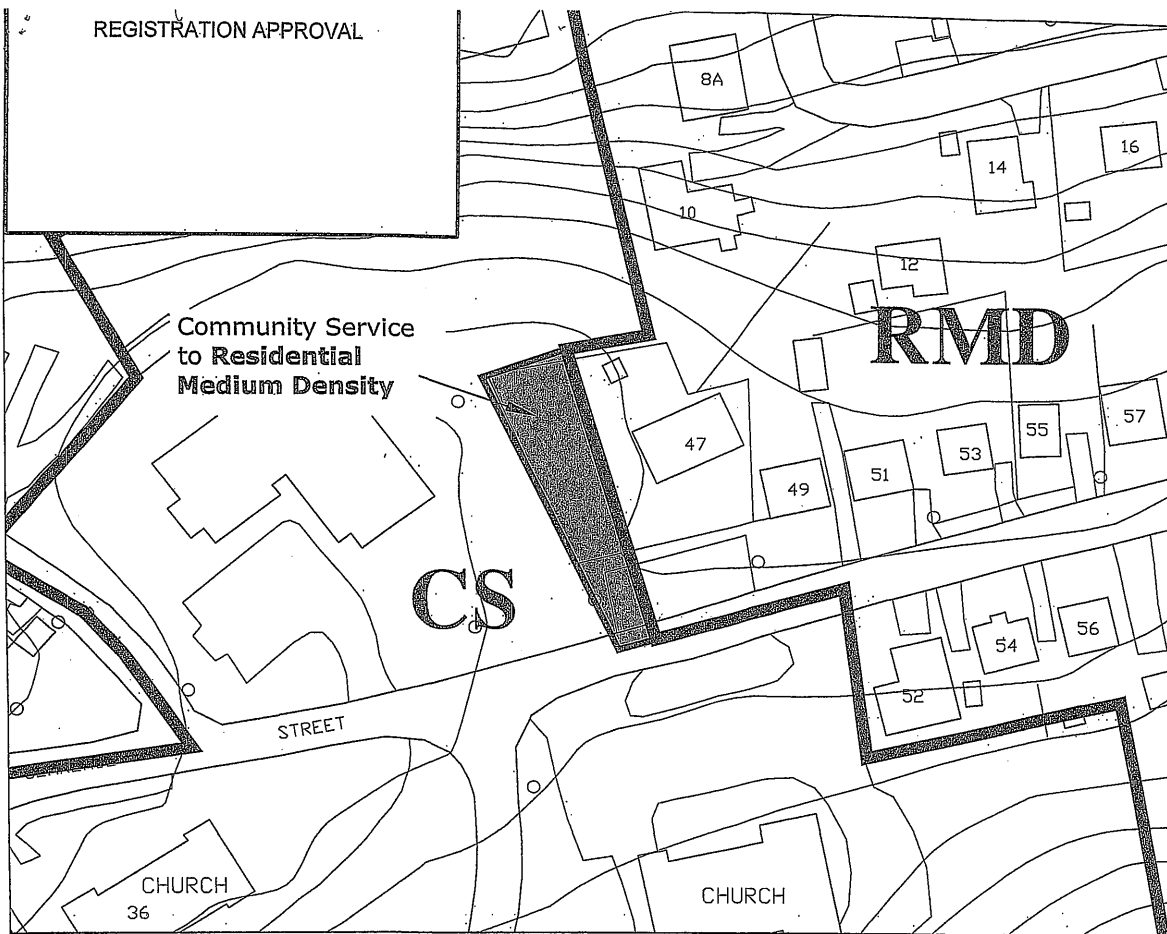
PUBLIC CONSULTATION:

During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on April 15 and April 22, 2017 which advised of Council's intention to seek the said amendment to its Development Regulations. In addition to this, the proposed amendment was posted on the City's website and was available for viewing at City Hall.

A neighbourhood consultation process was carried out and thirty-three (33) residents/property owners within approximately 115 metres of the subject site were provided with an information package which included a letter of explanation/response form, the Use Zone Tables of the Community Service and Residential Medium Density Use Zone Tables and a map identifying the existing and proposed zoning of the affected area. In response to the public notification and neighbourhood consultation, seven (7) response forms were returned within the specified time period. As well, one resident visited the Planning Office to seek additional information and discuss the matter further. All respondents support the proposed amendments.

AMENDMENT:

The 2012 Development Regulations Map C-2 is hereby amended by changing the land use zoning of the affected area at 47 Clarence Street from Community Service to Residential Medium Density, as per the attached copy of the map.



LEGEND

ZONING BOUNDARY

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

CITY OF CORNER BROOK

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

PROJECT TITLE:
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

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

DRAWING TITLE:
LAND USE ZONING MAP C-2 (AMENDMENT DR17-04)

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

SEAL AND SIGNATURE

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

<p>City of Corner Brook Community Services Department Planning Division</p>	DATE: MAY 2017	
	SCALE: 1:1000	

MAYOR _____
CLERK _____ (COUNCIL SEAL)
DATE _____

DESCRIPTION
LAND USE ZONING FROM COMMUNITY SERVICE TO RESIDENTIAL MEDIUM DENSITY

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

REQUEST FOR DECISION

Engineering, Community Development and Planning Department

SUBJECT: Adoption of Municipal Plan Amendment MP17-03 and Development Regulations Amendment DR17-03, land off the Trans Canada Highway, expansion to soil treatment facility - land use and zoning change, Rural to Solid Waste Scrap Yard.

Description: To change the land use designation and land use zoning of a parcel of land located off the Trans Canada Highway, approximately 2.5 kms south of the Route 450 – Trans Canada Highway junction on the west side of the Trans-Canada Highway. Municipal Plan Amendment MP17-03 and Development Regulations Amendment DR17-03 are required to change the land use designation and land use zoning of the land in order to accommodate an expansion of the existing soil treatment facility. The existing lot had previously been zoned SW/SY IN 1995; however, the zoning had been erroneously amended to Rural during the review of the current IMSP and Development Regulations. As part of this amendment application, the City will reinstate the SW/SY land use zoning on the existing lot, as well as change the land use zoning from Rural to SW/SY on surrounding portions of the western and southern adjacent lands to accommodate the proposed soil treatment facility expansion, resulting in a site that is approximately 8 hectares in total area.

PROPOSED MOTION: It is **RESOLVED**, under Section 16 of the Urban and Rural Planning Act, that the Corner Brook City Council adopt Municipal Plan Amendment MP17-03 to change the land use designation of land off the Trans Canada Highway, approximately 2.5 km south of the Route 450 and TCH junction on the west side of the highway, from Rural to Solid Waste Scrap Yard.

It is **FURTHER RESOLVED**, under Section 16 of the Urban and Rural Planning Act, that the Corner Brook City Council adopt Development Regulations Amendment DR17-03 to change the land use zoning of land off the Trans Canada Highway, approximately 2.5 km south of the Route 450 and TCH junction on the west side of the highway, from Rural to Solid Waste Scrap Yard.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To adopt Municipal Plan Amendment MP17-03 and Development Regulations Amendment DR17-03.

Legislative Authority:

- Urban and Rural Planning Act: **Section: 16**

Policy and/or Regulation:

- A public consultation process was carried out in accordance with the requirements of the Urban and Rural Planning Act. The amendments have been reviewed by the provincial planning office and released from further provincial review and found to be satisfactory.
- Council may now determine whether to:
 - ❖ adopt the proposed municipal plan and development regulations amendments
 - ❖ make changes to the proposed amendments; or
 - ❖ refuse to adopt the proposed amendment

Estimated Cost: \$2500.00 (overall cost to process, including Commissioner's fee; does not include advertising costs in the City Central ad)

Budget Line Item: Municipal Plan Amendments #721210

Website: The proposed amendments were posted on the City's website.

Communication Strategy: The proposed amendments were publicly advertised in accordance with requirements of the Urban and Rural Planning Act as part of the public consultation process. The Report on the Public Consultation process describes the consultation process in greater detail. If adopted at this time, a Public Hearing will be scheduled and a Commissioner appointed to conduct the hearing and provide a recommendation to City Council.

During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on May 27 and June 3, 2017 which advised of Council's intention to seek the said amendment to its Development Regulations. In addition to this, the proposed amendment was posted on the City's website and was available for viewing at City Hall. There were no responses in relation to the public notice.

STANDING COMMITTEE COMMENTS:

Implication: If approved, the amendments will result in an expansion of the soil treatment facility lot off the Trans Canada Highway, as well as the reinstatement of the SWSY zoning of the original developed site.

BACKGROUND:

Report/Document: Adoption documents for MP17-03 and DR17-03; Report on the Public Consultation Process

Submitted by: 
Reviewed by: 

Date: Aug. 17, 2017
Date: Aug 17, 2017

CITY OF CORNER BROOK
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

RESOLUTION TO ADOPT
AMENDMENT MP17-03
AUGUST, 2017

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT

CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT MP17-03**

Under the authority of Section 16 of the Urban and Rural Planning Act 2000, the City of Corner Brook adopts the Corner Brook Municipal Plan Amendment MP17-03.

Adopted by the City Council of Corner Brook on the _____ day of _____, 2017.

Signed and sealed this _____ day of _____, 2017.

Mayor: _____

(Council Seal)

City Clerk: _____

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Municipal Plan Amendment MP17-03 has been prepared in accordance with the requirements of the Urban and Rural Planning Act, 2000.

MCIP: _____

(MCIP Seal)

CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT MP17-03

BACKGROUND:

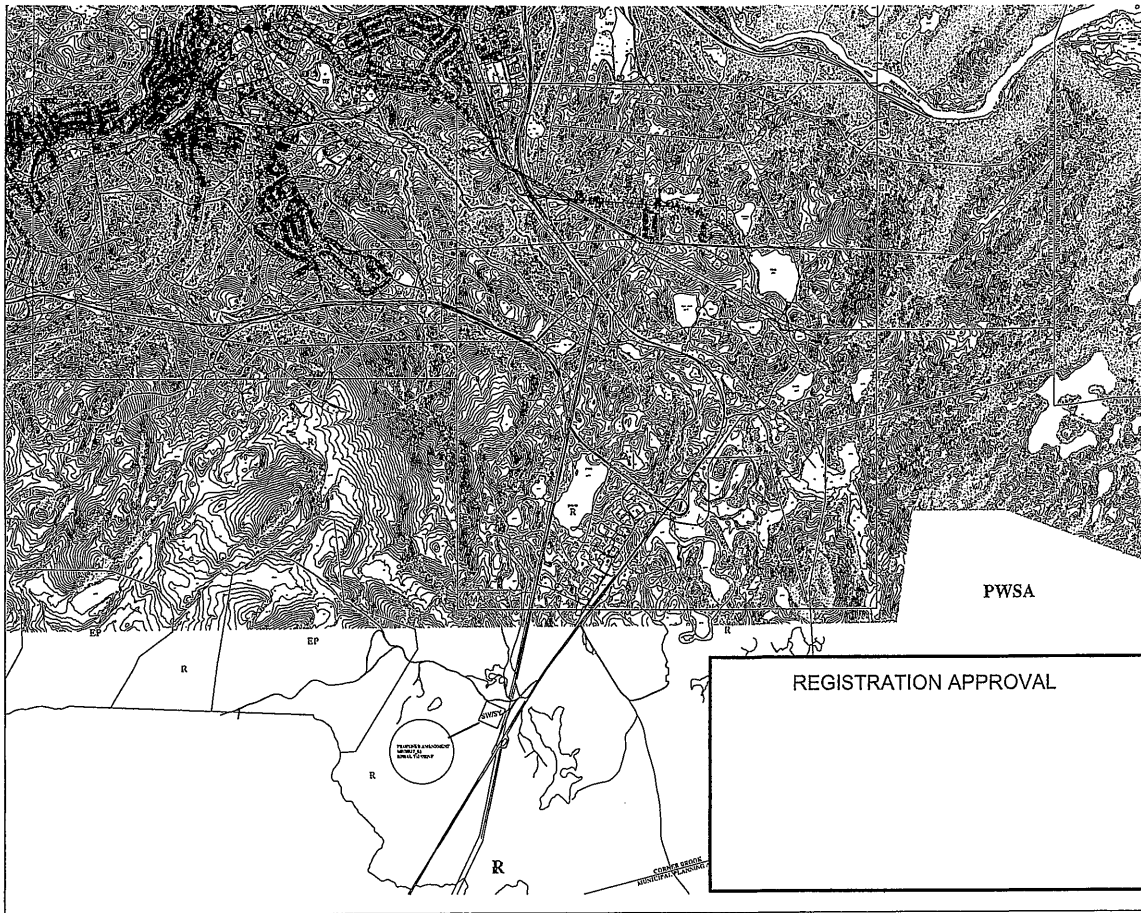
Municipal Plan Amendment MP17-03 is required to change the land use designation of a parcel of land located off the Trans Canada Highway, approximately 2.5 kms south of the Route 450 – Trans Canada Highway junction on the west side of the Trans-Canada Highway. The amendment is necessary in order to accommodate an expansion of the existing soil treatment facility. The existing lot had previously been designated SW/SY in 1995; however, the designation had been erroneously amended to Rural during the review of the current IMSP and Development Regulations. As part of this amendment application, the City will reinstate the SW/SY land use designation on the existing lot, as well as change the land use designation from Rural to SW/SY on surrounding portions of the western and southern adjacent lands to accommodate the proposed soil treatment facility expansion.

PUBLIC CONSULTATION:

During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on May 27 and June 3, 2017 which advised of Council's intention to seek the said amendment to its Municipal Plan. In addition to this, the proposed amendment was posted on the City's website and was available for viewing at City Hall. There were no responses in relation to the public notice.

AMENDMENT:

The Integrated Municipal Sustainability Plan Maps A and B are hereby amended by changing the land use designation of the affected area off the Trans Canada Highway from Rural to Solid Waste/Scrap Yard, as per the attached copies of the maps.



LEGEND

Land Use Designations

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

Land Use Designation

Large Scale Commercial
Waterfront Mixed Use
General Industrial
Light Industrial
Hazardous Industrial
Community Service
Innovation District
Open Space

DESIGNATION BOUNDARY

Land Use Designation

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

CITY OF CORNER BROOK

PROJECT TITLE:

INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:

GENERALIZED FUTURE LAND USE MAP A (AMENDMENT MP17-03)

City of Corner Brook
Community Services Department
Planning Division

DATE: JUNE 2017

SCALE: 1:2000



DESCRIPTION

LAND USE DESIGNATION CHANGE FROM RURAL TO SOLID WASTE / SCRAPYARD

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

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

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

M.C.I.P. _____

DATE _____

(M.C.I.P. SEAL)

SEAL AND SIGNATURE

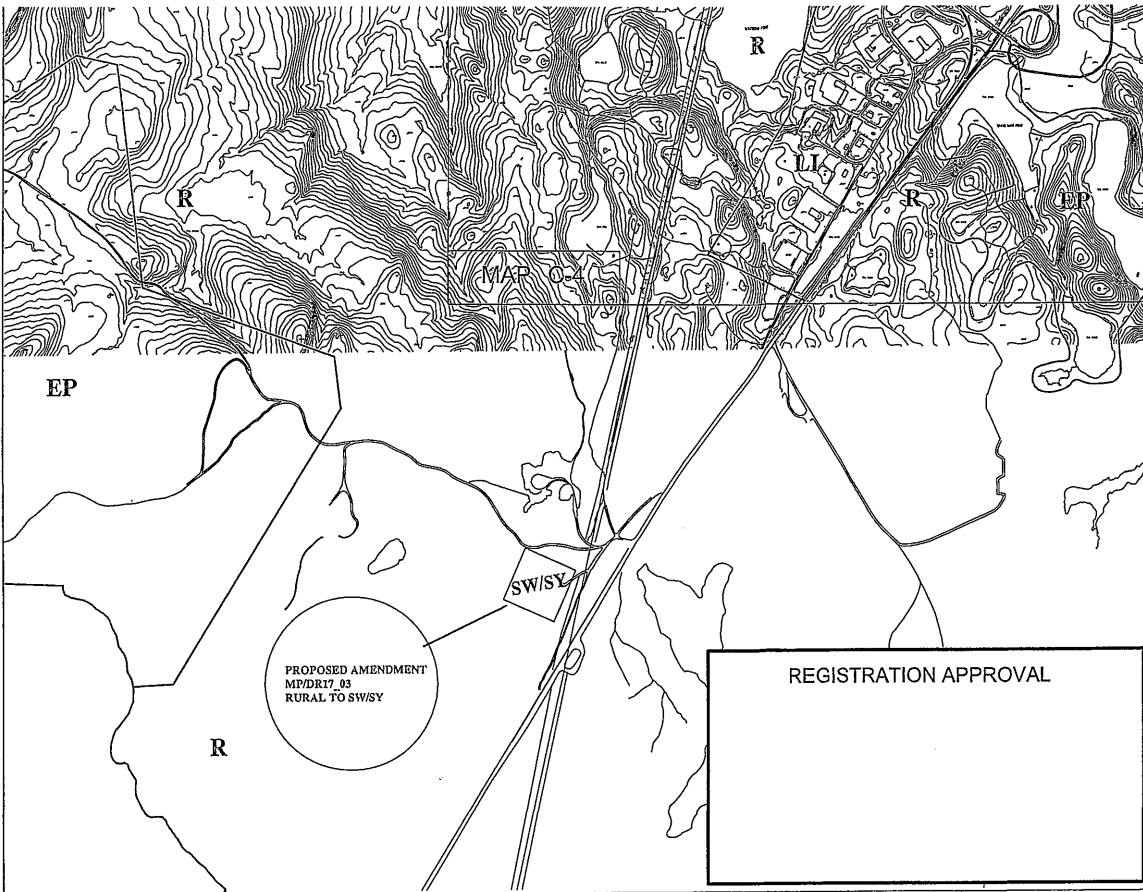
Certified that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map _____ is a correct copy of the Integrated Municipal Sustainability Plan 2012, Map _____ approved by the Council of the City of Corner Brook on the _____ day of _____, _____ (month) (year)

MAYOR _____

CLERK _____

DATE _____

(COUNCIL SEAL)



LEGEND

Land Use Designations

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

Land Use Designation

Large Scale Commercial
Waterfront Mixed Use
General Industrial
Light Industrial
Hazardous Industrial
Community Service
Innovation District
Open Space

DESIGNATION BOUNDARY

Land Use Designation

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

CITY OF CORNER BROOK

PROJECT TITLE:

INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:

GENERALIZED FUTURE LAND USE MAP B (AMENDMENT MP17-03)



City of Corner Brook
Community Services Department
Planning Division

DATE: JUNE 2017

SCALE: 1:2000



DESCRIPTION

LAND USE DESIGNATION CHANGE FROM OPEN SPACE TO RESIDENTIAL.

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

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

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

M.C.I.P. _____

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

SEAL AND SIGNATURE

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

MAYOR _____

CLERK _____ (COUNCIL SEAL)

DATE _____

**CITY OF CORNER BROOK
2012 DEVELOPMENT REGULATIONS**

**RESOLUTION TO ADOPT
AMENDMENT DR17-03
AUGUST, 2017**

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT**

**CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT DR17-03**

Under the authority of Section 16 of the Urban and Rural Planning Act 2000, the City of Corner Brook adopts the Corner Brook Development Regulations Amendment DR17-03.

Adopted by the City Council of Corner Brook on the _____ day of _____, 2017.

Signed and sealed this _____ day of _____, 2017.

Mayor: _____

(Council Seal)

City Clerk: _____

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment DR17-03 has been prepared in accordance with the requirements of the Urban and Rural Planning Act, 2000.

MCIP: _____

(MCIP Seal)

CITY OF CORNER BROOK**DEVELOPMENT REGULATIONS AMENDMENT DR17-03****BACKGROUND:**

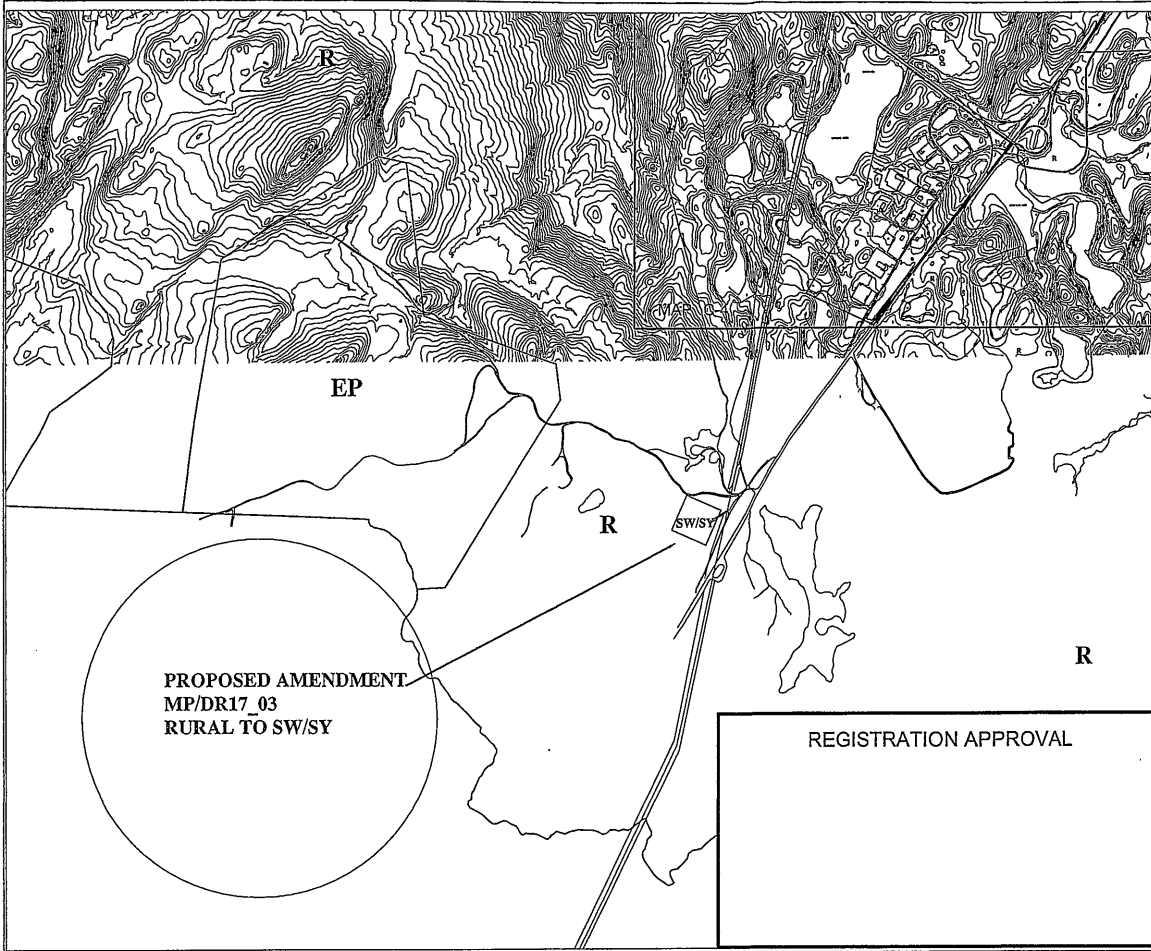
Development Regulations Amendment DR17-03 is required to change the land use zoning of a parcel of land located off the Trans Canada Highway, approximately 2.5 kms south of the Route 450 – Trans Canada Highway junction on the west side of the Trans-Canada Highway. The amendment is necessary in order to accommodate an expansion of the existing soil treatment facility. The existing lot had previously been zoned SW/SY IN 1995; however, the zoning had been erroneously amended to Rural during the review of the current IMSP and Development Regulations. As part of this amendment application, the City will reinstate the SW/SY land use zoning on the existing lot, as well as change the land use zoning from Rural to SW/SY on surrounding portions of the western and southern adjacent lands to accommodate the proposed soil treatment facility expansion.

PUBLIC CONSULTATION:

During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on May 27 and June 3, 2017 which advised of Council's intention to seek the said amendment to its Development Regulations. In addition to this, the proposed amendment was posted on the City's website and was available for viewing at City Hall. There were no responses in relation to the public notice.

AMENDMENT:

The 2012 Development Regulations Map C-5 is hereby amended by changing the land use zoning of the affected area off the Trans Canada Highway from Rural to Solid Waste/Scrap Yard, as per the attached copy of the map.




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

CITY OF CORNER BROOK

PROJECT TITLE:
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:
LAND USE ZONING MAP C5 (AMENDMENT DR17-03)

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

DATE: JUNE 2017

SCALE: 1:2000

DESCRIPTION

LAND USE ZONING CHANGE FROM RURAL TO SOLID WASTE / SCRAPYARD.

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

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

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

M.C.I.P. _____

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

SEAL AND SIGNATURE

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

MAYOR _____

CLERK _____ (COUNCIL SEAL)

DATE _____

REQUEST FOR DECISION
Engineering, Community, Development and Planning Department

SUBJECT: Appointment of a Commissioner to conduct a Public Hearing for Municipal Plan Amendment MP17-03 and Development Regulations Amendment DR17-03 - Trans Canada Highway, soil treatment facility

Description: To appoint a Commissioner to conduct a public hearing in order to hear representations and objections regarding Municipal Plan Amendment MP17-03 and Development Regulations Amendment DR17-03, land off the Trans Canada Highway, soil treatment facility.

The Commissioner will hold a public hearing and make recommendations to Council with respect to representations and objections to the proposed amendments, and prepare a report regarding the hearing. One other person that is considered necessary to assist the Commissioner in holding the public hearing and to complete the report on the hearing may also be appointed.

PROPOSED MOTIONS:

It is **RESOLVED**, in accordance with Section 19 of the Urban and Rural Planning Act, to appoint Mr. Adam Crocker as Commissioner, and Ms. Helen Mitchell as an assistant, if necessary, to help the Commissioner conduct a public hearing and complete a report on the hearing, for Municipal Plan Amendment MP17-03 and Development Regulations Amendment DR17-03.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To appoint Adam Crocker as Commissioner, and Helen Mitchell as assistant, if necessary, to assist the Commissioner to conduct a public hearing and complete a report on the hearing, for Municipal Plan and Development Regulations Amendments MP17-03/DR17-03.

Legislative Authority: Urban and Rural Planning Act: Section 19

Policy and/or Regulation: In accordance with s. 19 of the Urban and Rural Planning Act, a Commissioner is necessary to conduct a public hearing, prepare a report and make a recommendation to City Council with regard to the proposed amendments. Any representations and submissions in relation to the public hearing, and any evidence collected at the hearing form part of the report.

Estimated Cost: \$2500.00

Budget Line Item: Municipal Plan Amendments #721210

Communication Strategy: A public notice will be published to advise the general public of the adoption of the amendments and the date, time and place of the public hearing.

Website: The public notice will be posted on the City's website.

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Submitted by: U. Hunschries

Date: Aug. 17, 2017

Reviewed by: [Signature]

Date: Aug 17, 2017

REQUEST FOR DECISION

Engineering, Community Development and Planning Department

SUBJECT: Adoption of Development Regulations Amendment DR17-05, to establish a new Land Use Zoning Map C-5, to form part of the City's series of land use zoning maps under the 2012 Development Regulations.

Description: Development Regulations Amendment DR17-05 is necessary to establish a new Land Use Zoning Map C-5, which is required in order to identify the land use zoning of land beyond the more developed areas of the City of Corner Brook (currently identified on Maps C-1, C-2, C-3 and C-4) and to correspond with the land use designations identified on the Integrated Municipal Sustainability Map A and Map B. Currently only Land Use Designation Maps A and B exist for these areas. Land use zoning amendments for these outlying areas may also now be identified and processed.

PROPOSED MOTION: It is **RESOLVED**, under Section 16 of the Urban and Rural Planning Act, that the Corner Brook City Council adopt Development Regulations Amendment DR17-05 to establish a new land use zoning Map C-5.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To adopt Development Regulations Amendment DR17-05.

Legislative Authority:

- Urban and Rural Planning Act: **Section: 16**

Policy and/or Regulation:

- A public consultation process was carried out in accordance with the requirements of the Urban and Rural Planning Act. The amendment has been reviewed by the provincial planning office and released from further provincial review and found to be satisfactory.
- Council may now determine whether to:
 - ❖ adopt the proposed development regulations amendment
 - ❖ make changes to the proposed amendment; or
 - ❖ refuse to adopt the proposed amendment

Estimated Cost:

Budget Line Item: Municipal Plan Amendments #721210

Website: The proposed amendment was posted on the City's website.

Communication Strategy: The proposed amendment was publicly advertised in accordance with requirements of the Urban and Rural Planning Act as part of the public consultation process. The Report on the Public Consultation process describes the consultation process in greater detail. If adopted at this time, the amendment will be registered with the Department of Municipal Affairs and Environment, resulting in a new land use zoning Map C-5.



During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on May 27 and June 3, 2017 which advised of Council's intention to seek the said amendment to its Development Regulations. In addition to this, the proposed amendment was posted on the City's website and was available for viewing at City Hall. There were no responses in relation to the public notice.

STANDING COMMITTEE COMMENTS:

Implication: If approved, the amendment will result in a new Land Use Zoning Map C-5, to form part of the City's series of Land use zoning maps under the 2012 Development Regulations.

BACKGROUND:

Report/Document: Adoption documents for MP17-05 (including the proposed Map C-5); Report on the Public Consultation Process

Submitted by: 
Reviewed by: 

Date: Aug. 17, 2017
Date: Aug 17, 2017

CITY OF CORNER BROOK
2012 DEVELOPMENT REGULATIONS

RESOLUTION TO ADOPT
AMENDMENT DR17-05
AUGUST, 2017

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT**

**CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT DR17-05**

Under the authority of Section 16 of the Urban and Rural Planning Act 2000, the City of Corner Brook adopts the Corner Brook Development Regulations Amendment DR17-05.

Adopted by the City Council of Corner Brook on the _____ day of _____, 2017.

Signed and sealed this _____ day of _____, 2017.

Mayor: _____

(Council Seal)

City Clerk: _____

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment DR17-05 has been prepared in accordance with the requirements of the Urban and Rural Planning Act, 2000.

MCIP: _____

(MCIP Seal)

CITY OF CORNER BROOK**DEVELOPMENT REGULATIONS AMENDMENT DR17-05****BACKGROUND:**

Development Regulations Land Use Zoning Map C-5 is required in order to identify the land use zoning of land beyond the more developed areas of the City of Corner Brook (currently identified on Maps C-1, C-2, C-3 and C-4) and to correspond with the land use designations identified on the Integrated Municipal Sustainability Map A and Map B. Currently only Land Use Designation Maps A and B exist for these areas. Zoning amendments for these outlying areas may also then be identified and processed.

PUBLIC CONSULTATION:

During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on May 27 and June 3, 2017 which advised of Council's intention to seek the said amendment to its Development Regulations. In addition to this, the proposed amendment was posted on the City's website and was available for viewing at City Hall. There were no responses in relation to the public notice.

AMENDMENT:

The 2012 Development Regulations are hereby amended by creating the a new Land Use Zoning Map C-5, which will form part of the land use zoning maps for the 2102 Development Regulations, as per the attached copy of Map C-5.

Report on the Public Consultation Process

Development Regulations Amendment DR17-05 - (new) Development Regulations Land Use Zoning Map C-5

Development Regulations Land Use Zoning Map C-5 is required in order to identify the land use zoning of land beyond the more developed areas of the City of Corner Brook (currently identified on Maps C-1, C-2, C-3 and C-4) and to correspond with the land use designations identified on the Integrated Municipal Sustainability Map A and Map B. Currently only Land Use Designation Maps A and B exist for these areas. Zoning amendments for these outlying areas may also then be identified and processed.

As part of the establishment of this new zoning map C-5, Development Regulations Amendment DR17-03 will be included on the map, which is required in order to process a zoning amendment with the corresponding process of Municipal Plan Amendment MP17-03 and DR17-03, which is to change the land use designation and land use zoning of a parcel of land located off the Trans Canada Highway, approximately 2.5 kms south of the Route 450 – Trans Canada Highway junction on the west side of the Trans-Canada Highway from Rural to Solid Waste Scrap Yard. The existing lot had previously been designated/zoned Solid Waste Scrap Yard; however, the designations had been erroneously amended to Rural during the review of the current IMSP and Development Regulations. As part of the amendment application, the City will reinstate the SW/SY land use designation and zoning on the existing lot, as well as change the land use designation and land use zoning from Rural to SW/SY on surrounding portions of the western and southern adjacent lands to accommodate a proposed expansion to the soil treatment facility.

PUBLIC CONSULTATION:

During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on May 27 and June 3, 2017 which advised of Council's intention to seek the new Land Use Zoning Map C-5. In addition to this, the proposed amendment was posted on the City's website and was available for viewing at City Hall. There were no submissions in relation to the public notice within the specified time frame.

Council's consideration is required at this time in order to proceed to the next phase of submission of the proposed new Development Regulations Land Use Zoning Map C-5 to the Provincial Planning Office of the Department of Municipal Affairs and Environment for review and approval (release letter) to continue with process and move forward to the next stage in the amendment process, which is the adoption of the proposed amendment/new map.

Project Title: Integrated Municipal Sustainability Plan 2012

Drawing Title: Land Use Zoning Map C-5

To view a detailed version of attached Land Use Zoning Map C-5 please visit the following link:

http://www.cornerbrook.com/wp-content/uploads/2017/08/CB_IMSP_MAPC5.pdf



LEGEND

ZONE TITLE	SYMBOL
Residential Special Density	RSD
Residential Low Density	RLD
Residential Medium Density	RMD
Residential High Density	RHD
Mobile/Mix Home Residential	MHR
Mosaic Residential	MR
Comprehensive Residential Development Area	CRDA
Townsite Residential	TR
Townsite Commercial	TC
Downtown Residential	DTR
Downtown Commercial	DTC
Downtown Smithville	DTS
General Commercial	GC
Residential/Commercial Mix	RCM
Highway and Tourist Commercial	HIC
Shopping Centre	SC
Large Scale Commercial	LSC
Waterfront Mixed Use	WAMU
General Industrial	EI
Light Industrial	LI
Hazardous Industrial	HI
Innovation District	ID
Community Service	CS
Open Space	OS
Cemetery	C
Environmental Protection	EP
Environmental Conservation	EC
Protected Water Supply Area	PWSA
Rural	R
Solid Waste/Scrap Yard	SWY
Mineral Working	MW
Special Management Area	SMA

City of Corner Brook
COMMUNITY SERVICES DEPARTMENT
PLANNING DIVISION

CITY OF CORNER BROOK

PROJECT TITLE
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE
LAND USE ZONING MAP C-5

LEGEND

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

SCALE 1:10000 (1:25000)

NO.	REVISIONS	DATE	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DATE: _____

SCALE: _____

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

GAZETTED DATE: _____

REQUEST FOR DECISION

Community Development and Planning Department

SUBJECT: Adoption of Development Regulations Amendment DR17-06, stand alone text amendment to add the “shop” classification of use to the Community Service Use Zone Table

DESCRIPTION: Development Regulations Amendment DR17-06 is a stand alone text amendment and is required in order to include the “shop” classification of use as a discretionary use of the Community Service Use Zone Table in the Development Regulations, subject to conditions limiting the type and size of the shop use.

It is proposed to limit the shop classification of use to the smaller scale shop and store examples, and may be considered at the discretion of the Authority where it is considered subsidiary to a permitted use of a place of worship, educational, or medical treatment and special care classification of use, and where it is complementary to and supports the activities and programs of the permitted community service use.

Council may then consider applications for this use at appropriate locations throughout the city as a discretionary use of the Community Service zone.

PROPOSED MOTION: It is **RESOLVED**, under Section 16 of the Urban and Rural Planning Act, that the Corner Brook City Council adopt Development Regulations Amendment DR17-06 to add the “shop” classification of use as a discretionary use of the Community Service Use Zone Table in the Development Regulations and to add the following condition to the Use Zone:

“The shop classification of use, limited to the smaller scale to the smaller scale shop and store examples, may be considered at the discretion of the Authority where it is considered subsidiary to a permitted use of a place of worship, educational, or medical treatment and special care classification of use, and where it is complementary to and supports the activities and programs of the permitted community service use. Furthermore, it must be operated by the community service provider and within the curtilage of the building or lot on which the building is located. It may not be subdivided from the original property nor may it be operated by a person or organization not associated with the permitted use.”

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To adopt Development Regulations Amendment DR17-06.

Legislative Authority:

- Urban and Rural Planning Act: **Section 16 and Section 35** (stand alone Development Regulations amendment)

Policy and/or Regulation:

- A public consultation process was carried out in accordance with the requirements of the Urban and Rural Planning Act.
- Council may now determine whether to:
 - ❖ adopt the proposed development regulations amendment
 - ❖ make changes to the proposed amendment; or
 - ❖ refuse to adopt the proposed amendment

Estimated Cost:

Last update: 2015-10-08

Budget Line Item:

Website: The proposed amendment was posted on the City’s website.

Communication Strategy: The proposed amendment was publicly advertised in accordance with requirements of the Urban and Rural Planning Act as part of the public consultation process. The Report on the Public Consultation process describes the consultation process in greater detail. During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on Saturday, June 30 and Saturday, July 8, 2017, which advised of Council’s intention to seek the said amendment to its Development Regulations. In addition to this, the proposed amendment was posted on the City’s website and was available for viewing at City Hall. There were no written responses from the general public in relation to the public consultation process.

If adopted at this time, the amendment will be submitted to the Department of Municipal Affairs and Environment to be registered.

STANDING COMMITTEE COMMENTS:

Implication: If approved, the amendment will allow Council to consider the shop classification of use as a discretionary use in the Community Service zone, under the appropriate condition as set out in the Community Service Use Zone Table.

BACKGROUND:

Report/Document: Adoption document for Development Regulations Amendment DR17-06; Report on the Public Consultation Process

Submitted by: W. Humphries

Date: Aug. 17, 2017

Reviewed by: [Signature]

Date: Aug 17, 2017

**CITY OF CORNER BROOK
2012 DEVELOPMENT REGULATIONS**

**RESOLUTION TO ADOPT
AMENDMENT DR17-06
AUGUST, 2017**

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT**

**CITY OF CORNER BROOK
2012 DEVELOPMENT REGULATIONS
AMENDMENT DR17-06**

Under the authority of Section 16 of the Urban and Rural Planning Act 2000, the City of Corner Brook adopts the Corner Brook Development Regulations Amendment DR17-06.

Adopted by the City Council of Corner Brook on the _____ day of _____, 2017.

Signed and sealed this _____ day of _____, 2017.

Mayor: _____

(Council Seal)

City Clerk: _____

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment DR17-06 has been prepared in accordance with the requirements of the Urban and Rural Planning Act, 2000.

MCIP: _____

(MCIP Seal)

CITY OF CORNER BROOK**DEVELOPMENT REGULATIONS AMENDMENT DR17-06****BACKGROUND:**

Development Regulations Amendment DR17-06 is a “stand alone” text amendment and is required in order to add the “shop” classification of use as a discretionary use of the Community Service Use Zone Table in the Development Regulations, subject to conditions limiting the type and size of the shop use.

It is proposed to limit the shop classification of use to the smaller scale shop and store examples, and may be considered at the discretion of the Authority where it is considered subsidiary to a permitted use of a place of worship, educational, or medical treatment and special care classification of use, and where it is complementary to and supports the activities and programs of the permitted community service use.

Council may then consider applications for this use at appropriate locations throughout the city as a discretionary use of the Community Service zone.

PUBLIC CONSULTATION:

During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on Saturday, June 30 and Saturday, July 8, 2017, which advised of Council’s intention to seek the said amendment to its Development Regulations. In addition to this, the proposed amendment was posted on the City’s website and was available for viewing at City Hall.

There were no written responses from the general public in relation to the public consultation process.

AMENDMENT:

The 2012 Development Regulations will hereby be amended by adding the “shop” classification of use as a discretionary use of the Community Service Zone, as per the attached amended pages of the Development Regulations, Community Service Use Zone Table.

USE ZONE TABLE

(Existing)

151. COMMUNITY SERVICE

<p>PERMITTED USE CLASSES - (see Regulation 127)</p> <p>Educational, cultural and civic, general assembly, place of worship, child care, recreational open space, offices, indoor assembly, outdoor assembly, police station, medical treatment and special care</p>
<p>DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)</p> <p>Medical and professional, passenger assembly, club and lodge, communications, collective residential, taxi stand, convenience store, antenna, funeral home, penal and correctional detention*, veterinary</p> <p>*(See condition no. 5)</p>

CONDITIONS

(7 April 2017)

1. Development Standards

The development standards for this zone shall be as follows:

- a) Minimum building line setback 10 metres
- b) Minimum side yard width 2 & 5 metres
- c) Minimum rear yard depth 12 metres
- d) Maximum height 15 metres

2. Advertisements Relating to Onsite Uses

The conditions which shall apply to the erection or display of advertisements on any lot or site occupied by a use permitted or existing as a legal non-conforming use in this use zone shall be as follows:

- (a) The size, shape, illumination and material construction of the advertisement shall meet the requirements of the Authority, having regard to the safety and convenience of users of the adjacent streets and sidewalk and the general

amenities of the surrounding areas.

- (b) Building advertisements shall not exceed eight (8) percent of the building facade area. This includes name/occupant of the building plus additional advertisements that may be on the lot and/or building, however, excludes a temporary advertisement.
- (c) Onsite advertisement is not to exceed seven (7) square metres in area. This seven (7) square metres is to be part of the eight (8) percent as described in Section (ii) above.
- (d) Notwithstanding ii) and iii) above;

Advertisement on any lot may be permitted up to 3 square metres in area regardless of building facade area.

3. Advertisement Relating to Offsite Uses

The conditions to be applied to the erection or display of advertisements on any site, relating to a use permitted in this or another zone or not relating to a specific land use, shall be as follows:

- (a) The location, siting and illumination of each advertisement shall be to the satisfaction of the Authority, having regard to the grade and alignment of streets, the location of street junctions, the location of nearby buildings and the preservation of the amenities of the surrounding area.
- (b) Each advertisement shall not exceed three (3) square metres in area, to a maximum of eight (8) percent of the building facade area for on and offsite advertisements.
- (c) When the advertisement relates to a specific land use, it shall be located within a reasonable distance of and only show thereon the name and nature of and the distance or direction to the premises to which they relate.

4. Temporary Advertisements

Temporary advertisements located in this Zone shall be issued under the following conditions:

- (a) The advertisement is not to exceed three (3) months in operation, and is to be removed for a minimum of six (6) months before the advertisement can be relocated on the same site. (Only one (1) advertisement is to be permitted per site).
- (b) The advertisement is not to pose a nuisance and/or inconvenience to pedestrians, motorists or to any neighbouring residential units.
- (c) The advertisement is to be located within the property boundary, and each application would be assessed on its own merits based on its specific site conditions. Temporary advertisement shall be located a minimum distance of fifty (50) feet from any street intersection, and is to be kept off public right-of-ways.
- (d) The advertisement is not to exceed a maximum of three (3) square metres in area.

5. Penal and Correctional Detention

Other than jails with detention quarters, which is subject to the requirements for Discretionary Use, all other uses in this use classification shall also be subject to a Land Use Assessment Report which will address any matters which the Authority considers material and relevant to the application, including, but not limited to: provision for water, sanitary/storm sewer, and fire protection services; street access, exterior physical appearance of the facility; proximity to residential and other land uses; potential impacts upon nearby residential or other land uses; parking and traffic; public safety and convenience; and its effect on the overall development of the area.

Furthermore, an application for secure detention facilities will be subject to a public consultation process, appropriate to the nature and scale of the development.

6. Accessory Buildings

Accessory buildings in this zone shall conform to the requirements of Regulation 60, Accessory Buildings - General, in Part II of these Development Regulations.

7. Discretionary Use Classes

The discretionary use classes listed in this table may be permitted at the discretion of the Authority provided that they are complementary to uses within the permitted use classes or that their development will not inhibit or prejudice the existence or the development of such uses.

USE ZONE TABLE

(Proposed)

151. COMMUNITY SERVICE**PERMITTED USE CLASSES - (see Regulation 127)**

Educational, cultural and civic, general assembly, place of worship, child care, recreational open space, offices, indoor assembly, outdoor assembly, police station, medical treatment and special care

DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)

Medical and professional, passenger assembly, club and lodge, communications, collective residential, taxi stand, convenience store, antenna, funeral home, penal and correctional detention*, veterinary, **Shop***

*(See condition no. 5) **(See condition no. 8)**

CONDITIONS

(7 April 2017)

1. Development Standards

The development standards for this zone shall be as follows:

- | | | |
|----|-------------------------------|--------------|
| a) | Minimum building line setback | 10 metres |
| b) | Minimum side yard width | 2 & 5 metres |
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8. Shop Use

The shop classification of use, limited to the smaller scale shop and store examples, may be considered at the discretion of the Authority where it is considered subsidiary to a permitted use of a place of worship, educational, or medical treatment and special care classification of use, and where it is complementary to and supports the activities and programs of the permitted community service use. Furthermore, it must be operated by the community service provider and within the curtilage of the building or lot on which the building is located. It may not be subdivided from the original property nor may it be operated by a person or organization not associated with the permitted use.

USE ZONE TABLE

(Change incorporated)

151. COMMUNITY SERVICE

<p>PERMITTED USE CLASSES - (see Regulation 127)</p> <p>Educational, cultural and civic, general assembly, place of worship, child care, recreational open space, offices, indoor assembly, outdoor assembly, police station, medical treatment and special care</p>
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Report on the Public Consultation Process

Development Regulations Amendment DR17-06, to add the “shop” classification of use as a Discretionary Use of the Community Service Use Zone

Development Regulations Amendment DR17-06 is a “stand alone” text amendment and is required in order to add the “shop” classification of use as a discretionary use of the Community Service Use Zone Table in the Development Regulations, subject to conditions limiting the type and size of the shop.

It is proposed to limit the shop classification of use to the smaller scale shop and store examples, and may be considered at the discretion of the Authority where it is considered subsidiary to a permitted use of a place of worship, educational, or medical treatment and special care classification of use, and where it is complementary to and supports the activities and programs of the permitted community service use.

PUBLIC CONSULTATION:

During the preparation of this amendment, Council advertised the proposed amendment in the Western Star newspaper on June 30 and July 8, 2017, which advised of Council’s intention to seek the said amendment. In addition to this, the proposed amendment was posted on the City’s website and was available for viewing at City Hall. There were no submissions in relation to the public notice within the specified time frame.

The next phase in the amendment process is the adoption of the proposed by Corner Brook City Council and submission of the amendment to the Provincial Planning Office of the Department of Municipal Affairs to be registered.

REQUEST FOR DECISION

Engineering, Community, Development and Planning Department

SUBJECT: Pocket Parks Policy

DESCRIPTION: This policy is being presented for Council's consideration.

The purpose of the City of Corner Brook Pocket Parks Policy is to establish consistent guidelines that shall be adhered to for establishing, designing, commissioning, and construction of a pocket park. Pocket parks are small outdoor spaces located throughout the city in areas where available space for residents to gather, relax and enjoy the outdoors may currently be lacking.

PROPOSED MOTION: It is **RESOLVED** to approve the City of Corner Brook Pocket Parks Policy.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: To approve the City of Corner Brook Pocket Parks Policy

Legislative Authority:

Estimated Cost:

Budget Line Item: If the pocket park project is approved, the city's annual budget should include an allocation for construction and ongoing maintenance of the parks.

Communication Strategy:

STANDING COMMITTEE COMMENTS: The establishment of pocket parks throughout the city has previously been discussed by the Public Works, Water and Wastewater standing committee.

Implication:

BACKGROUND:

Report/Document: City of Corner Brook Pocket Parks Policy

Attached: _____ X _____

Available: _____

Submitted by: *M. Hoopes*

Date: *Aug. 17, 2017*

Reviewed by: *A. Russell*

Date: *Aug 17, 2017*



CITY OF CORNER BROOK

POLICY STATEMENT

Index: Development and Planning	Section: Licenses and permits	
Title: Pocket Parks Policy	Policy No. 02-07-07	Authority: Council
Approval Date: Approved Aug 21-2017	Effective Date: Approved Aug 21-2017	Revision Date:

Purpose:

The purpose of the City of Corner Brook Pocket Park Policy is to establish consistent guidelines that shall be adhered to for establishing, designing, commissioning, and construction of a pocket park. At the onset of the Pocket Parks Program the policy will serve as a guiding document for the development of two pilot projects for implementation. After review of the completed pilot projects this policy may be revised to better facilitate the Pocket Parks Program.

Policy Statement:

Pocket parks are small outdoor spaces located throughout the city in areas where available space for residents to gather, relax and enjoy the outdoors may be lacking.

Definitions:

Applicant– A resident or group who makes a request to the City of Corner Brook to install honorariums or commemorative items in locations on City owned land in memorial or honoring a person or group.

Pocket Park – Pocket Parks are small outdoor spaces located throughout the city for residents to gather, relax and enjoy the outdoors.

Pocket Park Components – Pocket Parks may consists of four pre-selected component groups consisting of a Park Bench, Flower Planter, Plaque, and Vegetation

Pocket Parks:

The City of Corner Brook is committed to providing the public with quality parks and recreational facilities which help improve our resident's quality of life and encourage residents to keep active. The intent of the Pocket Parks program is to establish stakeholder partnerships amongst local community leaders and organizations by collaborating in the provision of park lands, park components, and maintenance of the same. With a common goal of providing appealing outdoor gathering areas for residents and tourists, stakeholders can invest in the pocket parks through purchase of pre-selected components including benches, plaques, and flower planters. The items will be paired with plaques or engravings to commemorate/recognize citizens having:

made significant contributions to the community, made outstanding achievements; or to honor deceased family members and local businesses.

The parks shall be placed on city owned land and the initial costs of park components shall be provided to the City by the applicant. On-going maintenance of the parks will be managed by the City of Corner Brook. The contract or term life for each applicant will be 10 years and the applicant provided the first rights of renewal to refurbish/replace the park component(s). The applicants information will be placed on public record with the City. To commission the Pocket Park, a dedication ceremony will be undertaken with the Donor and City Council representation.

The City of Corner Brook has identified a number of areas that have the potential to be dedicated for these purposes. The City will consider other areas proposed by an applicant provided the availability of City land in the proposed area.

Potential levels of development for dedication:

The City of Corner Brook has established two levels of pockets parks that may be developed throughout the City.

Level 1:

These spaces have been identified by the City of Corner Brook as a high priority area and these parks are required to be furnished with all 4 pocket park components. This includes a bench, plaque, flower planter and sodding. The purchase of the park components and installation materials will be at the applicants expense, however installation costs in labour and equipment will be at the City's expense. The City of Corner Brook shall maintain these parks after the initial installation at no future cost to the applicant.

Level 2:

These spaces have been identified by the City of Corner Brook to allow the dedication of a park at a potentially lower cost to the applicant. These parks shall have sodding and any of the other three components of a pocket park. Ideally a bench shall be dedicated which will allow for a simple name plate to honor the recipient. The City of Corner Brook shall maintain these parks after the initial installation at no future cost to the applicant.

Reference:

Atlantic Munciple Commerative Programs			Scoring				
TOWN	item \$	details	problems/shortcomings				
Corner Brook Stream Development Corporation	Benches -\$750	*benches made in house	* no reference to term/renewal/ maintenance * no reference to where plaques apply or pricing however the order form may imply the cost is inclusive	bench cost 1.0	plaque included 0.1	maintenance inc 0.1	total 1.2
	Picnic Tables \$1500	* limited number of sites for tables					
	Trees - \$750	* optional tree species					
	trail Markers \$350	* plaques placed on cement cylinder forms anywhere on trail					
	plaques	* order form states 3x6" - max 76 characters					
St Johns	regular Bench \$750 * \$3100 (Victorian Style)... Bowering park only	* clients can supply a 3"x10" bronze plaque that the City will attach to a bench. * clients can specify any location for the regular bench although City property required unless authorization from land owner received	* no reference to term or renewal * plaques extra cost to donor	1.0	0.0	0.1	1.1
	Trees \$250	* choices include evergreen, deciduous, or flowering decicuous trees - donor added to Tree Planting bulletin display at entrance to Bowering Park					
Gander	Bench \$1650 Trees \$300	* bench includes concrete foundation and memorial plaque (max 100 characters) * tree species options - Red Oak, White Birch, Crimson Maple, Emerald Green Maple * plaque mounted on wooden post * City property required unless authorization from land owner received	* no reference to term or renewal	0.8	0.1	0.1	1.0
Mt Pearl	Metal bench \$2475	*includes a 4X6" stainless steel plaque - * City Parks only		0.5	0.1	0.1	0.7
	Wooden Bench \$2055	*includes a 3x10" bronze plaque - * Trails only					
	Maple tree -\$895 Austrian Pine Tree - \$950	* both include a 4x10" bronze oval engraved plaque					
	plaque only - \$355	* 3x10" bronze plaque installed on City infrastructure - benches, picnic tables, bridges.....					
Halifax	Bench - \$2000	*City maintains for 10 years - client/donor has first right of renewal/refusal * remains City Property but donor kept on Public record * no placement of wreaths, flowers, other items, or modifications to bench permitted * standardized Plaque included (approx 2.5x6") - max 120 characters		0.7	0.1	0.1	0.9
Truro	Bench - \$1500 * solid cast aluminum	* specific to new Civic Square - 20 benches only * includes installation, a customized plaque (bronze or stainles steel), 10 years maintenance * plaques are standardized (2x6") max 66 characters		0.9	0.1	0.1	1.1

* Scoring:

*Proposed Costing: in order to maintain a ranking score of 1.1-1.2, the bench should be between the cost of \$750 -\$1500



Pocket Park Potential Locations



Land Adjacent to Western Star





Fire Department





Griffin Drive – Trail Parking Lot





Rotary Park Entrance





Across from Port Building



Sample Product & Costing Info

OVERVIEW: CORNER BROOK POCKET PARK/COMMERATIVE BENCH PROGRAM

- * products purchased by applicant
- * install materials at cost of applicant (concrete)
- * install costs - labor & equipment at cost of City
- * Annual maintenance by City for 10 years
- * installed on City land only
- * 10 year renewal period - Applicant has first right
- * final decision on products used is at discretion of City

RECOMMENDED PRODUCT

Barco Products offers a line of products manufactured from recycled plastic. The products will outlive the any wood products and require little to no maintenance. Current products aer very appealing and attractive. They are cost effective and also have a 50 year Guarantee against breakage.

Sample Recycled Products Costing				plaque w lines		concrete	
ITEM		Price Range	app fee \$	3	4	pad \$	Price Range
tree hugger bench		- \$1,700	\$50	\$115 - \$165		\$400	\$2,265 - \$2,315.00
benchs	upto	\$550 - \$1,831	\$50	\$115 - \$165		\$400	\$2,561 - \$2,996.00
picnic tables	upto	1000 - \$1,800	\$50	\$115 - \$165		\$400	\$2,530 - \$3,415.00
planters	from	\$600 - \$1,200	\$50	\$115 - \$165			\$1,530 - \$2,015.00

- * these prices do not reflect any potential corporate discounts
- * HST Exclusive
- * These samples and costs are essentially a minimum costing. Higher quality and costing products may be purchased by the applicant at the discretion of the City.
- * some benches may also have inscriptions engraved directly on bench surface, and a plaque will not be needed

Samples Info

Tree Hugger	\$1,700
6' cedar recycled plastic	\$650
6' Memorial Park Benches	\$853
6' Georgetown Inlay Memorial	\$793
6' Imperial	\$1,120
6' Sydney	\$1,795

CEDAR



Sydney



**Corner Brook
Memorial Bench**

MEMORIAL PARK BENCHES

IMPERIAL~





The TREE HUGGER



**MICHAEL STEVENS
PARTNERS LTD
PROUDLY SUPPORTS
HILLSIDE PARK**

REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Engineering Agreement – Elizabeth Street Water Quality Improvements

DESCRIPTION:

Water supply for the Elizabeth Street pressure area is provided via a water storage tank at the top of Elizabeth Street. Due to the hydraulic turnover of water in that tank and the tank service area, there are issues with management of chlorine both in the Elizabeth Street zone and the overall distribution system. Without a dedicated chlorine booster station at the tank, chlorine residual throughout the entire distribution system is currently maintained at a higher value to ensure that water from the tank is above minimum standards. In addition there are a number of dead end lines in the Elizabeth street zone that require regular flushing to maintain water quality.

To address these issues an Engineering Firm has provided a proposal to perform the Engineering work associated with Water Quality Improvements to the Elizabeth Street Area. The work will permit the City to better manage chlorine levels system wide and reduce costs and water loss due to flushing in the Elizabeth Street area.

Staff has reviewed the proposal and feel it to be reasonable with respect to scope of work and the cost is within the acceptable range for such services.

STAFF RECOMMENDATION:

To approve the proposal by CBCL Limited.

PROPOSED MOTION:

Be it **RESOLVED** that Corner Brook City Council approve the Engineering Proposal and subsequent Prime Consultant Agreement with CBCL Limited for Elizabeth Street Water Quality Improvements at an estimated total cost of \$ 74,533.00 (HST Included)

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$74,533.00 (HST Included)

Budget Line Item: Funded under the

Communication Strategy: N/A

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Submitted by: W. J. [Signature]
Reviewed by: _____

Date: Aug 18 / 2017
Date: _____

REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Engineering Agreement – Old Humber Road Intersection Improvements

DESCRIPTION:

As a condition of the Old Humber Road development the City was responsible to reconstruct the eastern intersection of Old Humber Road and Humber Road. Funding has been allocated for that project under the 2014/2017 multiyear program. Various alternatives have been considered to provide improvement to this intersection. One of the most promising concepts was to realign the road to intersect with Bannisters Road at Fudges. An assessment was conducted based on that concept however preliminary estimates show costs would be far in excess of the budget. Other options for improvement include upgrading of the existing alignment with improvements to the existing intersection location or modifications to that location. A local Engineering Firm has provided a proposal to perform the Engineering work associated with improvements to the Old Humber Road/Humber Road Intersection.

Staff has reviewed the proposal and feel it to be reasonable with respect to scope of work and the cost is within the acceptable range for such services.

STAFF RECOMMENDATION:

To approve the proposal by Anderson Engineering Consultants Limited.

PROPOSED MOTION:

Be it **RESOLVED** that Corner Brook City Council approve the Engineering Proposal and subsequent Prime Consultant Agreement with Anderson Engineering Consultants Limited for the Old Humber Road Intersection Improvements at an estimated total cost of \$63,359.25 (HST Included)

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$63,359.25 (HST Included)

Budget Line Item: Funded under the 2017/2020 Multiyear Capital Works Program

Communication Strategy: N/A

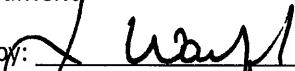
Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document

Submitted by: 

Date: Aug 18 / 2017

Reviewed by: _____

Date: _____

REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Peddles Lane Road Reserve Decommissioning

DESCRIPTION: the City of Corner Brook owns property known as the Peddles Lane road reserve as described in Schedule "A" attached. The City has agreed to sell the property known as the Peddles Lane road reserve to consolidate with the buyer's adjacent property and to be used for residential development. To facilitate the sale and residential development the existing road reserve is to be decommissioned.

PROPOSED MOTION: it is **RESOLVED** to officially decommission the right of way known as the Peddles Lane road reserve.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff has recommended to decommission the right of way known as Peddles Lane Road Reserve.

Legislative Authority:

- City of Corner Brook Act: **Section (s): 188, 191, 194**

Estimated Cost: NIL

Budget Line Item:

Communication Strategy:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

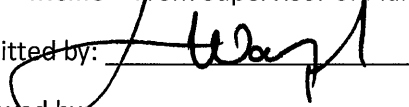
Report/Document:

Schedule "A" Description of Land for the City of Corner Brook Fords Road and Spencer Street.

Agreement of Purchase and Sale - August 11, 2015

Minute from July 30, 2015 Meeting – 15-180 Request to Purchase Land – Peddle's Lane Road Reserve

Memo – From Supervisor of Planning Services – Property Rezoning

Submitted by: 

Date: Aug 21 / 2017

Reviewed by: _____

Date: _____

Schedule "A"

DESCRIPTION OF LAND FOR THE CITY OF CORNER BROOK Fords Road and Spencer Street

Parcel 1

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, the said point being the northwest angle of the herein described parcel of land, the said angle having co-ordinates of North 5,424,887.310 and East 346,737.400;

Thence running by land of Stanley Pidea, south three degrees nineteen minutes thirty-three seconds east (S 3° 19' 33" E) seventy-eight decimal seven seven one (78.771) metres to a survey marker;

Thence running by the northeast limit of Spencer Street, north eighty-four degrees nine minutes eight seconds east (N 84° 09' 08" E) nine decimal one five one (9.151) metres to a survey marker;

Thence running by land of Western School District, north three degrees eighteen minutes fifty-four seconds west (N 3° 18' 54" W) five decimal four one nine (5.419) metres to a survey marker;

Thence running by the aforesaid land of Western School District, south eighty-eight degrees forty-four minutes twenty seconds west (S 88° 44' 20" W) three decimal five zero eight (3.508) metres to a survey marker;

Thence running by the aforesaid land of Western School District, north three degrees eighteen minutes forty seconds west (N 3° 18' 40" W) seventy-four decimal two nine six (74.296) metres to a survey marker;

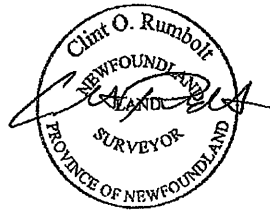
Thence running by land of The City of Corner Brook, Parcel 2, south seventy-two degrees four minutes forty-two seconds west (S 72° 04' 42" W) five decimal eight four five (5.845) metres, more or less, to the point of beginning;

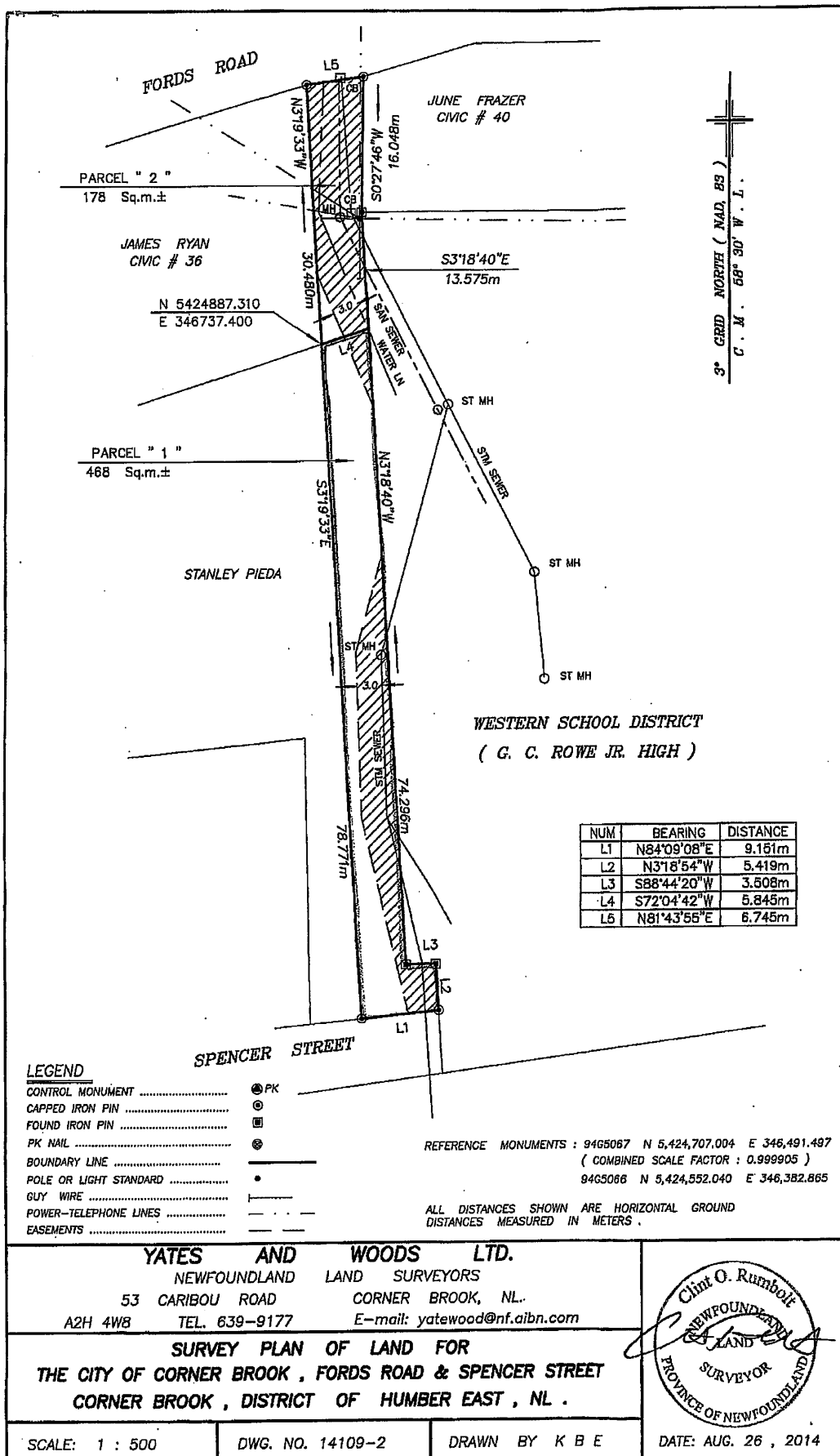
Containing an area of four hundred sixty-eight (468) square metres, more or less, and being more particularly shown as Parcel 1 on Yates and Woods Limited drawing no. 14109-2, dated August 26, 2014;

The above described piece or parcel of land being subject to a portion of sewer easement three decimal zero (3.0) metres wide and a water line easement three decimal zero (3.0) metres wide which extends through the said land;

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





AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this 11th day of August, 2015.

BETWEEN CORNER BROOK CITY COUNCIL, a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended (hereinafter referred to as "the Seller")

AND STAN PIEDA & BERNICE PIEDA of the City of Corner Brook, Province Newfoundland & Labrador (hereinafter collectively referred to as "The Buyer ")

WHEREAS the Seller owns the property known as the Peddles Lane Road Reserve in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described as Parcel 1 in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

AND WHEREAS the Buyer wishes to purchase the Property and the Seller is willing to sell the Property to the Buyer subject to the terms and conditions set out in this Agreement;

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:

The Seller hereby offers to sell to the Buyer the property known as the Peddles Lane Road Reserve 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") at a purchase price of Seven Thousand and Five Hundred dollars (\$7500.00)

plus taxes and reimbursement to the seller of its survey costs in the amount of Two Thousand and Thirty Four dollars (\$2034.00) on the following terms and subject to the provisions in paragraph 6(a) regarding adjustments and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price ") :

1. The Buyer submits with this offer One Thousand dollars (\$1,000.00) payable to the Seller as a deposit to be held in trust, pending completion or other termination of this agreement and to be credited towards the purchase price on completion. The balance of The Purchase Price is to be paid on closing.
2. (i) This agreement shall be completed on or before the 30th day of October, 2015 (hereinafter called the "closing date"). For further clarity, in the event that this purchase and sale agreement is completed prior to October 30, 2015 all provisions of this agreement will apply as equally as if the completion occurred on October 30, 2015. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided in this Agreement.
3. The Seller is to furnish the Buyer with a metes and bounds description of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyer is allowed 60 days to investigate the title to The Property, which the Buyer shall do at his own expense. If within that time any valid objection to title is made in writing, to the Seller, which the Seller 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 Seller.
4. A. The Buyer acknowledges that the Seller has informed the Buyer that The Property would require rezoning, consolidation with the Buyers' adjacent

property, and road decommissioning in order for the Seller to consider approval of a residential development. The Seller makes no representation or warranty to the Buyer as to whether or not the Seller would recommend or approve a rezoning, consolidation, or road decommissioning on application by the Buyer and the Seller reserves its right to consider such requests at the time such application is made along with all information provided to council at that time, including but not limited to concerns of any person(s) raised in a public consultation. The Buyer acknowledges that The Seller has informed the Buyer that the issuance of building and/or development permits are at the discretion of Corner Brook City Council and might not be issued for the Property. The Buyer agrees to indemnify and to hold the Seller harmless in relation to any claim the Buyer may have whatsoever arising from inability of the Seller to obtain a building and/or development permit for The Property.

B. In the event that The Buyer applies for a building and/or development permit for The Property by providing a completed application for same together with all documents to support the application that are required by the City of Corner Brook Community Services Department prior to Closing or within 60 days following the closing date and the Buyer does not receive the building and/or development permit so applied for within 120 days following the date of application, and/or a building and/or development permit has been issued within 120 days after date of application, but an appeal pertaining to the issued permit has been filed by a third party, THEN, upon written notice having been received by The Seller from The Buyer within 30 days following the denial of the permit or the filing of a third party appeal, The Seller shall buy back The Property from The Buyer for the Purchase Price if the transaction has Closed and if this transaction has not Closed, The Seller shall return to The Buyer the Buyer's deposit without interest and the Buyer shall be under no further obligation to purchase and the Seller shall be under no further obligation to sell the Property under this Agreement. ~~In the event that the Buyer has not~~

~~completed construction of and received an occupancy permit for a single family dwelling on the Property within two (2) years of closing, the Seller has an option to buy back the Property from the Buyer for the Purchase Price.~~

5. The conveyance of The Property which is the subject of this agreement shall be by warranty deed, drawn at the expense of the Seller, to be delivered on payment of the Purchase Price on the closing date. The Property is to be conveyed subject to an easement to the City of Corner Brook for city infrastructure located on and under The Property. The easement for city infrastructure shall provide that no development may occur on the easement and shall contain the conditions set out in Schedule B annexed hereto. The Easement Lands shall be those portions of the property that are shown hatched in Schedule A.

6. (A) All interest, rentals, taxes, rates, fuel on the premises, and assessments are to be adjusted to the date of closing. For further clarity, while The Seller does not pay municipal taxes, The Buyer will pay municipal tax for the year of Closing based on the amount of municipal taxes that would have been levied against the property if The Buyer had owned the property on January 1st 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 Seller 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. If this transaction is not subject to HST, the Seller agrees to provide, on or before the closing, to the Buyer, a certificate in a form reasonably satisfactory to the Buyer, certifying that the transaction is not subject to HST.


7. Any tender of documents to be delivered or money payable hereunder may be made upon the Seller or the Buyer or any party acting on their behalf. Money paid, shall be lawful money of Canada and paid by solicitors trust cheque, cash, or certified cheque (or their equivalent) drawn on a Chartered Canadian Bank, Trust Company or Credit Union.
8. All warranties and representations contained in this agreement shall survive closing unless otherwise stated in this agreement.
9. This agreement is further subject to the following terms and conditions:
 - (A) The Property is purchased on an "as is, where is" basis; and
 - (B) The Seller makes no representation or warranty of any kind express or implied that the future intended use by The Buyer is or will be lawful or permitted or as to the suitability of The Property for development.
10. It is understood and agreed that if the Buyer does not complete this agreement with the terms thereof, the Buyer will forfeit the above deposit in addition to any other claim which the Seller may have against the Buyer for their failure to so complete.

- 11. Time shall in all respects be of the essence of this agreement. In the event of a written agreement of extension, time shall continue to be of the essence.
- 12. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
- 13. This agreement is to be read with all changes of gender or number required of the context.

IN WITNESS WHEREOF the Seller has caused these presents to be executed this

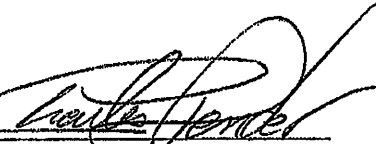
11th day of August, 2015.

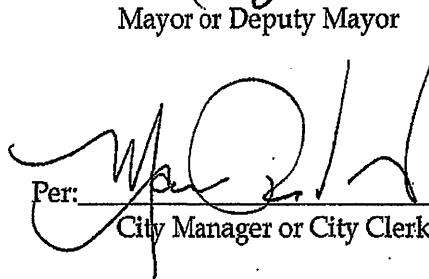
SIGNED in the presence of:



 A Commissioner for Oaths, Justice of the Peace, Barrister or Notary Public

TONYA BRISSON
 A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My Commission expires on December 31, 2015.



 Per: _____
 Mayor or Deputy Mayor


 Per: _____
 City Manager or City Clerk

IN WITNESS WHEREOF the Buyer has caused these presents to be executed this

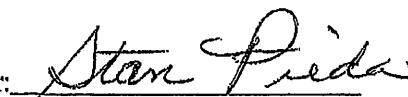
13th day of August, 2015.

SIGNED in the presence of:



 A Commissioner for Oaths, Justice of the Peace, Barrister or Notary Public

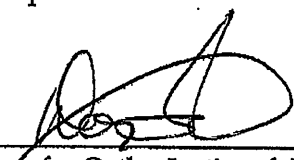
Bernis for ML


 Per: _____
 Stan Pieda

IN WITNESS WHEREOF the Buyer has caused these presents to be executed this

13th day of August, 2015.

SIGNED in the presence of:

)

A Commissioner for Oaths, Justice of the Peace, Barrister or Notary Public

Bernice Pieda

Per: *Bernice Pieda*
Bernice Pieda

Schedule "A"

**DESCRIPTION OF LAND FOR
THE CITY OF CORNER BROOK
Fords Road and Spencer Street**

Parcel 1

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, the said point being the northwest angle of the herein described parcel of land, the said angle having co-ordinates of North 5,424,887.310 and East 346,737.400;

Thence running by land of Stanley Pineda, south three degrees nineteen minutes thirty-three seconds east (S 3° 19' 33" E) seventy-eight decimal seven seven one (78.771) metres to a survey marker;

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Thence running by land of Western School District, north three degrees eighteen minutes fifty-four seconds west (N 3° 18' 54" W) five decimal four one nine (5.419) metres to a survey marker;

Thence running by the aforesaid land of Western School District, south eighty-eight degrees forty-four minutes twenty seconds west (S 88° 44' 20" W) three decimal five zero eight (3.508) metres to a survey marker;

Thence running by the aforesaid land of Western School District, north three degrees eighteen minutes forty seconds west (N 3° 18' 40" W) seventy-four decimal two nine six (74.296) metres to a survey marker;

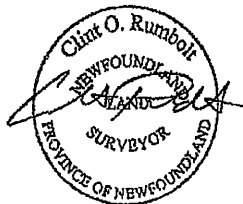
Thence running by land of The City of Corner Brook, Parcel 2, south seventy-two degrees four minutes forty-two seconds west (S 72° 04' 42" W) five decimal eight four five (5.845) metres, more or less, to the point of beginning;

Containing an area of four hundred sixty-eight (468) square metres, more or less, and being more particularly shown as Parcel 1 on Yates and Woods Limited drawing no. 14109-2, dated August 26, 2014;

The above described piece or parcel of land being subject to a portion of sewer easement three decimal zero (3.0) metres wide and a water line easement three decimal zero (3.0) metres wide which extends through the said land;

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



Schedule B

The Purchaser acknowledges covenants and agrees:

- 1) That the Lands contain easements for municipal infrastructure, including but not limited to sewers, drains, and pipes for water, including manholes and any other things considered advisable, expedient, or necessary by the Vendor (hereinafter referred to, collectively, as "Infrastructure") over that portion of the Lands shown as hatched in Schedule "A" annexed hereto and hereinafter referred to as the "Easement Lands," which easements over the Easement Lands shall remain and run with the Lands ;

- 2) That the Vendors, its successors and assigns retain the **FULL RIGHT, LIBERTY AND EASEMENT** to install, maintain and repair the various Infrastructure in and on the Easement Lands **TOGETHER WITH** the right, liberty and easement to enter at all times and from time to time, by day and by night, upon the Easement Lands with or without motor vehicles, tools, appliances, equipment (including heavy equipment), machinery and implements of all sort for the purposes of installing, constructing, maintaining, altering, inspecting, repairing and/or replacing the said Infrastructure in, over and under the said Easement Lands, **TOGETHER WITH** the right, liberty and easement to remove, cut and trim all trees, shrubbery, hay, crops, and other things growing on the Easement Lands and to remove any out-buildings, fencing or other obstructions whatsoever to facilitate traversing the Easement Lands for the purposes set out herein, **TOGETHER WITH** the right, liberty and easement to refuse to permit any buildings, erections or development of whatever nature in, on, above or under the said Easement Lands excepting the right to keep, maintain, repair or replace such buildings, erections or development as exists as of the date hereof **PROVIDED THAT** if the Purchaser keeps the covenants hereinafter contained, the Vendor will restore as far as practicable the Easement Lands to the same

state and condition as existed prior to entry on the Easement Lands by the Vendor;

- 3) That the Purchaser shall not construct or place on the Easement Lands any building or obstruction; and
- 4) That the Purchaser shall not excavate, dig, fill in or in any way alter or develop any portion of the Easement Lands without the prior written consent of the Vendors.

Planning Office

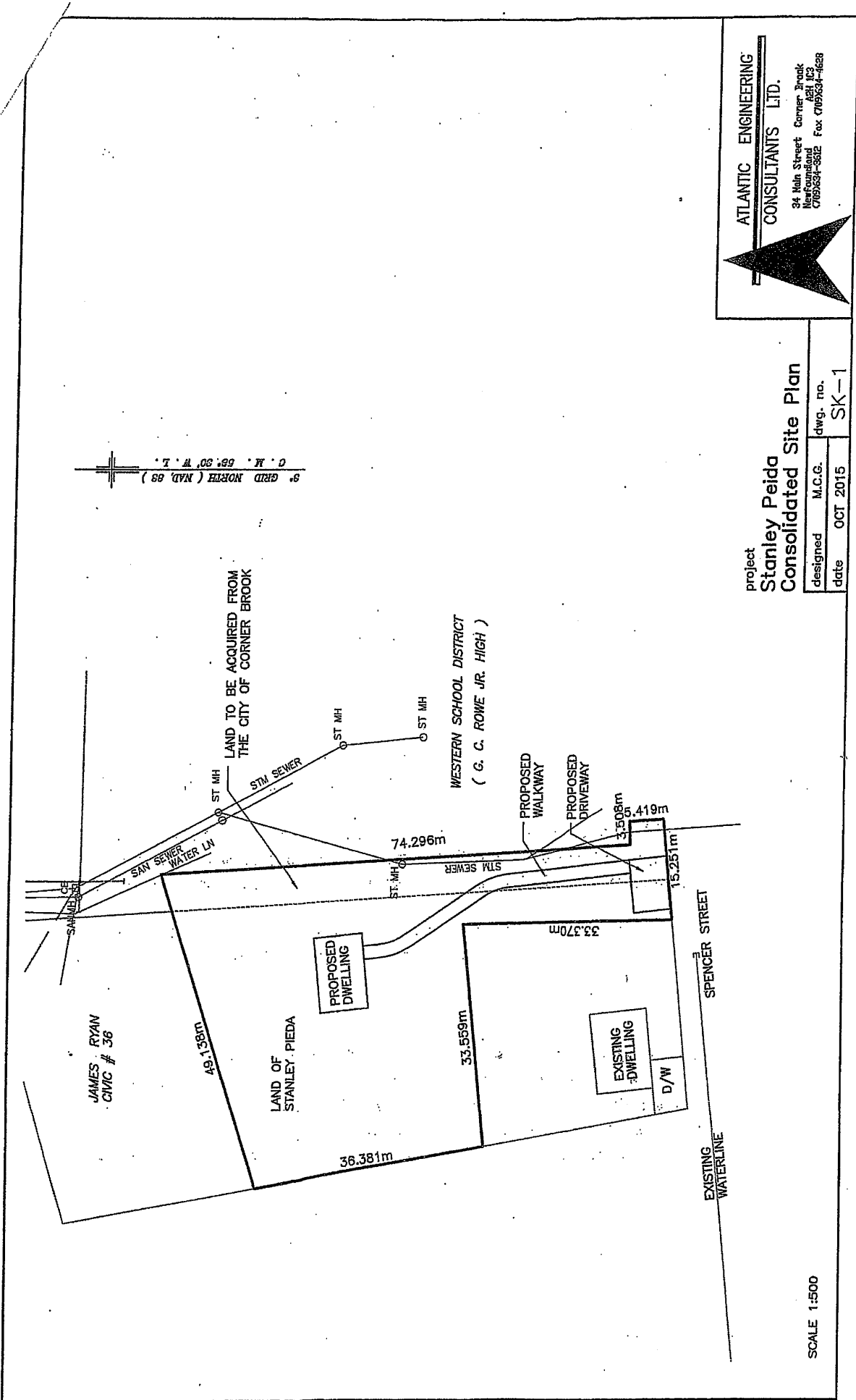
Memo

To: Manager of Engineering Services, Deputy Fire Chief
From: Supervisor of Planning Services
CC: Director of Community Development and Planning, Manager of Community Development and Planning
Date: December 23, 2015
Re: Piedad property rezoning, Spencer Street

Further to the initial evaluation of the development of Mr. Piedad's property at Spencer Street, please review the attached information which identifies the building type and approximate location on the property, the proposed servicing for the dwelling, and confirmation that parking for the lot will be a double parking space near the street with a walkway to the house.

Can you please confirm that the proposed municipal servicing of the site is satisfactory and/or identify any other requirements for servicing in order to meet with the City's approval and confirm that the dwelling can be provided with fire protection/suppression if developed as proposed with the house situated approximately 50 metres from the road, down a walkway). The attached letter from the Fire Chief, February 1, 2012, states that there appears to be no major barrier to fire protection but at that time it was anticipated that there would be a driveway constructed directly to the dwelling.

Signed: Colleen Humphries
Colleen Humphries



3° GRD NORTH (MAD. 88)
 C. M. N. 66.50' W. L. I.

ATLANTIC ENGINEERING CONSULTANTS LTD.
 34 Main Street Corner Brook
 Newfoundland
 A8B 1C3
 7095934-3612 Fax: 7095934-6628

project
Stanley Peida Consolidated Site Plan
 designed M.C.G. dwg. no. SK-1
 date OCT 2015

SCALE 1:500



ATLANTIC ENGINEERING CONSULTANTS LTD.

ENGINEERS & PROJECT MANAGERS

October 14, 2015

Mr. Don Gallant
Barrister Solicitor and Notary
20 Central Street
Corner Brook, NL
A2H 2M6

Dear Sir:

RE: Stan Pieda Property
Spencer Street

Per your request, we have reviewed this property in relation to two (2) items for which the City has requested information as follows:

1. Water & Sewer Services

Spencer Street is serviced with a 150 mm waterline which ends at the property in question. A normal service connection can be made in that area.

Both sanitary and storm sewer systems are available at the North end of the Pieda property which are presently on an easement (formerly a section of Peddle's Lane) that services G.C. Rowe School. There is also a watermain on this easement but we believe it may be inactive.

In any event, the provision of water and sewer services to this property, in our professional opinion, can be accomplished without undue effort.

2. Driveway

Natural topography in the area available for a driveway, would require a grade of approximately 12-13%, which is in excess of City standards. We would suggest a "park and walk" would be the most viable option. The City Right-of-Way portion can easily meet the 6% maximum limit and would be similar to the driveway on the adjacent residential property. We see no problem in the constructability of such a driveway with appropriate walkway to the residence.

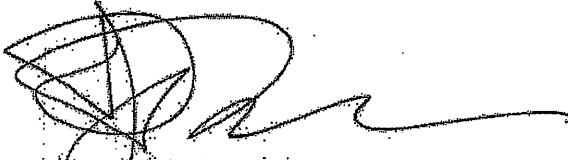
34 Main Street
Corner Brook, NL
A2H 1C3

Telephone (709) 634-3612
Fax (709) 634-4628
djdice@aecl.nfld.net

We trust our comments will be of assistance.

Yours truly,

ATLANTIC ENGINEERING CONSULTANTS LIMITED



Donald J. DiCesare, P. Eng.
President

lb

Atlantic Engineering Consultants Ltd.



X XVIII

February 1, 2012

The City of Corner Brook

Mr. Stan Pleda
38A Station Road
Corner Brook, NL
A2H 1A3

Dear Mr. Pleda:

As requested during our meeting of January 27, 2012, I have investigated your concerns regarding the property on Spencer Street in the City of Corner Brook, Newfoundland and Labrador (Assessment # 083710130000). It is my understanding that your application for a development on this property has been denied.

My investigation included review of the documentation provided by you during our meeting, discussions with involved City staff and a site visit. Item 2 of your letter, dated January 25, 2012 from James King, Development Inspector II, relates to fire department access to any structure on the property. After careful consideration, I have determined that the access to the property in question does not represent any situation that would differ from many other properties within our jurisdiction. While the access (driveway) is longer than normally found, there are numerous others that have similar travel distances from City streets. After taking into account the foregoing, this department would have no objection to your proposed development of a single family dwelling on the property in question.

This correspondence deals only with fire department access and in no way comments on any other City of Corner Brook development regulation or condition of development. If this decision raises any questions related to this matter, or any other fire and life safety condition, please contact me and we will attempt to address your concerns.

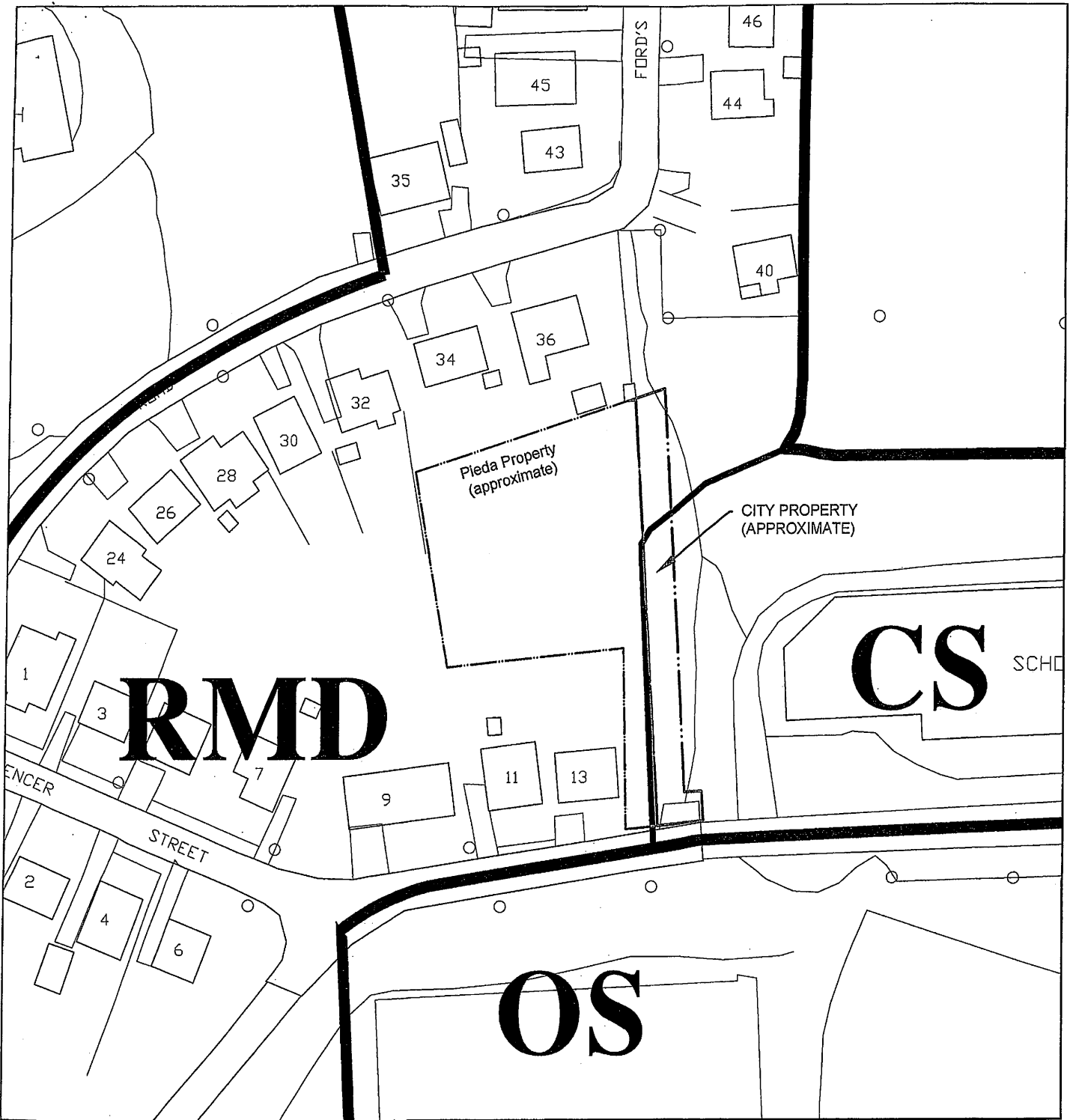
Yours truly,

Neville Wheaton
Fire Chief

/apr

cc- Bill Griffin, Deputy Chief
Paul Barnable, Director of Community Services
James King, Development Inspector II
Deon Rumbolt, Supervisor of Development & Inspection

R.O. Box 1080, Corner Brook, Newfoundland and Labrador A2H 6E1 • Telephone: (709) 637-1500 • Fax: (709) 637-1625
www.cornerbrook.com



C I T Y O F C O R N E R B R O O K



City of Corner Brook
 5 Park Street, P. O. Box 1080,
 Corner Brook, NL, Canada, A2H 6E1
 TEL: (709) 637-1554 FAX (709) 637-1514
 www.cornerbrook.com

DRAWING TITLE:
 ZONING LOCATION REFERENCE - PIEDA & CITY PROPERTY- IMSP 2012 - MAP C2

NOTES:

1. 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. ALL MEASUREMENTS MUST BE CONFIRMED IN THE FIELD OR AS PER A REAL PROPERTY REPORT.
2. PIEDA PROPERTY BOUNDARY INFORMATION IS APPROXIMATE ONLY AND REFERENCED FROM THE CITY DRAWING TITLED Survey_Master_ENG.dwg.
3. CITY PROPERTY BOUNDARY INFORMATION IS FOR REFERENCE PURPOSES ONLY BASED ON 'SURVEY PLAN OF LAND FOR THE CITY OF CORNER BROOK', DWG. NO. 14108-2, YATES AND WOODS LTD., 28 AUGUST 2014.

DRAWN BY: J.PREECE		REVIEWED BY: C.HUMPHRIES			
FILE # / NAME: ZLR_PIEDA_&_CITY_PROPERTY_14SEPTEMBER2015.dwg					
SHEET #: 1	DATE: SEPT2015	SCALE: 1:1000	ZONE: RMD/CS	DWG #: ##	REV. ##

LETTER PORTRAIT -215.9mm x 279.4mm / 8.5" x 11"

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
THURSDAY, 30 JULY, 2015 AT 4:30 PM**

PRESENT:

Mayor	C. Pender	M. Wiklund, City Manager
Deputy Mayor	B. Staeben	D. Burden, Manager of Community,
Councillors:	T. Buckle	Development and Planning
	J. Carey	S. May, Director of Infrastructure and Public
	L. Chaisson	Works
	K. Cormier	N. Wheaton, Fire Chief
	M. Murphy	M. Redmond, City Clerk
		B. Tibbo, Sergeant at Arms

CALL MEETING TO ORDER: The Meeting was called to order at 4:30 p.m.

15-169 Approval of Agenda

On motion by Councillor K. Cormier, seconded by Councillor T. Buckle, it is RESOLVED to approve the agenda as circulated. **MOTION CARRIED.**

15-170 Approval of Minutes

On motion by Councillor M. Murphy, seconded by Councillor L. Chaisson, it is RESOLVED to approve the Minutes of the Regular Council Meeting of 29 June 2015 as presented. **MOTION CARRIED.**

15-171 Confirmation of Minutes

On motion by Councillor L. Chaisson, seconded by Councillor K. Cormier, it is RESOLVED to ratify minute **CC15-43** - Award Grass Cutting contract to Lawn and Order. **MOTION CARRIED.**

On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is RESOLVED to ratify minute **CC15-44** - Curbside Fiber Residential Program - Collection. **MOTION CARRIED.**

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is RESOLVED to ratify minute **CC15-45** - Approval of Agenda. **MOTION CARRIED**

On motion by Councillor L. Chaisson, seconded by Councillor M. Murphy, it is RESOLVED to ratify minute **CC15-48** - Approval of Agenda. **MOTION CARRIED**

On motion by Councillor L. Chaisson, seconded by Councillor M. Murphy, it is RESOLVED to ratify minute **CC15-49** - Change Order for Civic Centre - Annex. **MOTION CARRIED**

On motion by Councillor L. Chaisson, seconded by Councillor K. Cormier, it is RESOLVED to ratify minute **CC15-50** - Subdivision Security Policy. **MOTION CARRIED**

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle it is RESOLVED to ratify minute **CC15- 53** - New Pumper Truck - Financing Authorization. **MOTION CARRIED.**

15-172 Business Arising from the Minutes

An update was provided on the Edinburgh Street project as well as the enforcement procedure for "cover-up" of garbage.

15-173 Supply of Flow Meters

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is RESOLVED to award Contract #2015-25 for the Supply of Flow Meters to EMCO Corporation- Waterworks for the amount of \$75,067.31 (HST Included). **MOTION CARRIED.**

15-174 Breathing Air Compressor

On motion by Councillor L. Chaisson, seconded by Councillor K. Cormier, it is RESOLVED to award contract 2015-27 for the purchase of a breathing air compressor from Breathing Air Systems Ltd. for the price of \$63,325.20 (HST included). **MOTION CARRIED.**

15-175 Council Travel Semi-Annual Report

Deputy Mayor Staeben presented the Council Semi-Annual Travel Report for the period January 1 to June 30, 2015. He reported that Councillor Cormier represented the City of the Corner Brook at a Sustainability Workshop in Woody Point in April 2015. Total expenses submitted: \$85.63

15-176 Rezoning Request- Prince George and Lewin Parkway

On motion by Councillor M. Murphy, seconded by Councillor J. Carey, it is RESOLVED to deny the application for re-zoning of a parcel of land located on the corner of Prince George Street and the Lewin Parkway from an Open Space Zone to a General Industrial Zone. **MOTION CARRIED.**

It was recommended that staff work with the proponent to find a suitable location for the proposed development.

15-177 Land - 4 Georgetown Road

On motion by Councillor T. Buckle seconded by Councillor M. Murphy, it is RESOLVED to approve the sale of City of Corner Brook land at 4 Georgetown Road to Roxanne Mahoney for the sum of Forty Thousand Dollars (\$40,000.00) inclusive of taxes. **MOTION CARRIED.**

15-178 Discovery Holdings Ltd - Request to Purchase City Land - Confederation Drive

On motion by Councillor M. Murphy, seconded by Councillor K. Cormier, it is RESOLVED to approve the sale of City of Corner Brook land at Confederation Drive to Discovery Holdings Limited for the sum of Ten Thousand Dollars (\$10,000.00) plus applicable HST. **MOTION CARRIED.**

15-179 Stop Work Order - 23 Cook's Avenue

On motion by Councillor T. Buckle, seconded by Councillor L. Chaisson, it is RESOLVED to confirm Order 2015-05 - (23 Cook's Avenue) in accordance with Section 105 of the Urban and Rural Planning Act. **MOTION CARRIED.**

15-180 Request to Purchase Land - Peddle's Lane Road Reserve (Parcel 1)

Councillor J. Carey declared a Conflict of Interest and abstained for voting and discussion on this agenda item.

On motion by Councillor M. Murphy, seconded by Councillor L. Chaisson, it is RESOLVED that Council approve the sale of City of Corner Brook land known as the Peddles Lane Road Reserve (Parcel 1) to Stan and Bernice Pieda for the sum of Seven Thousand and Five Hundred Dollars (\$7,500.00) plus taxes and subject to reimbursement to the City of Corner Brook of its survey costs in the amount of Two Thousand and Thirty Four Dollars (\$2034.00) plus taxes, and changing Schedule B of the Purchase and Sale Agreement to the one attached hereto. **MOTION CARRIED.**

15-181 Old Humber Road

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is RESOLVED to approve the sale of City of Corner Brook land at 13 Old Humber Road to Bayview Estates Inc. for the sum of One Dollar (\$1.00) plus taxes **MOTION CARRIED.**

15-182 Grants Policy

On motion by Deputy Mayor B. Staeben, seconded by Councillor K. Cormier, it is RESOLVED to repeal in its entirety all previous versions of the Grants Policy 11-04-04 which were previously approved by Council including all amendments thereto; and to replace with Grants Policy 11-04-04 July 27, 2015. It is **FURTHER RESOLVED** that the Grants Policy 11-04-06, July 27, 2015 shall be effective on the date of passing thereof. **MOTION CARRIED.**

15-183 Lapel Pins Distribution Policy

On motion by Councillor K. Cormier, seconded by Councillor T. Buckle it is RESOLVED to repeal in its entirety all previous versions of the Lapel Pin Distribution Policy 11-04-06 which were previously approved by Council including all amendments thereto; and to replace with Lapel Pin Distribution

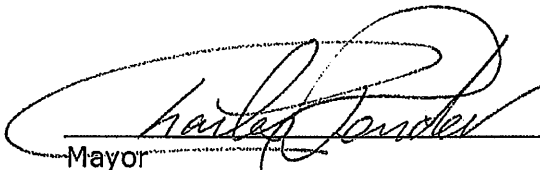
Policy 11-04-06 July 27, 2015. It is **FURTHER RESOLVED** that the Lapel Pin Distribution Policy 11-04-06, July 27, 2015 shall be effective on the date of passing thereof. **MOTION CARRIED.**

15-184 Convention/Special Events Funding Policy

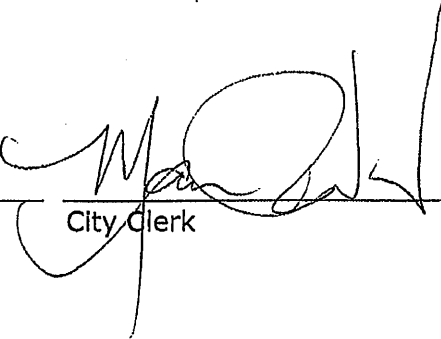
On motion by Deputy Mayor B. Staeben, seconded by Councillor L. Chaisson, it is **RESOLVED** to repeal in its entirety all previous versions of the Convention/Special Events Funding Policy 11-04-03 which were previously approved by Council including all amendments thereto; and to replace with Convention/Special Events Funding Policy 11-04-03 July 30, 2015. It is **FURTHER RESOLVED** that the Convention/Special Events Policy 11-04-03, July 30, 2015 shall be effective on the date of passing thereof. **MOTION CARRIED.**

ADJOURNMENT

There being no further business the meeting adjourned at 5:30 p.m.



Mayor



City Clerk

REQUEST FOR DECISION CITY MANAGER'S OFFICE

SUBJECT: **Application for Crematorium**

DESCRIPTION: *At the Public Council Meeting on 20 July 2017 Council considered a motion in regards to an application for a crematorium at 167 Country Road. The vote resulted in a tie vote.*

In accordance with Section 36(3) of the City of Corner Brook Act where there is a tie vote the question must be raised again at the next Meeting of Council.

Upon reviewing motion 17-217 (Public Council Meeting July 20, 2017) the City solicitor identified that there is an administrative error in processing the section of the Development Regulations identified in the motion. Staff is therefore recommending that the motion at the last public meeting be defeated on a point of order and that a new motion be introduced citing the correct section of the Development Regulations.

PROPOSED MOTIONS:

Vote on Motion 17-217 from Public Council Meeting – 20 July 2017

17-217 Application for Crematorium - Country Road

On motion by Councillor M. Murphy, seconded by Councillor J. Carey, it is RESOLVED upon consideration that Council in its Authority shall exercise its discretion and deny the application for a crematorium at 167 Country Rd, Corner Brook NL.

New Motion

“It is resolved pursuant to Section 128 of the *City of Corner Brook 2012 Development Regulations* that Council in its authority approve the application for the proposed use “Crematorium” to be constructed at the rear of the existing building located at 167 Country Road, Corner Brook, NL.”

STAFF Comments

According to Roberts Rule of Order if a negative motion is defeated that does not mean that the application is approved. A separate positively framed motion would be needed to achieve this outcome.

By using the correct provision, Section 128, the City’s decision would be able to withstand the scrutiny of an appeal board review in the event that either the residents or developer filed an appeal. And if the motion is lost or defeated that the permit cannot be issued by staff since council has not exercised its discretion to permit the discretionary use.

Section 11 would be the correct section if the use were permitted in the zone and council was using its discretion to place conditions on or to not issue the permit.

However the application for a crematorium – Country Road is not a permitted use but is only discretionary in the zone and as such section 128 should have been applied and not section 11.

Section 11 would be asking council to use discretion to not issue a permit where one would otherwise be issued.

Section 128 is asking council to use discretion to issue a permit where one would not otherwise be issued.

Motion 17-217 reads negatively “shall exercise its discretion in not approving a crematorium use” (which would be correct if section 11 was used) but it should be a positive wording for section 128: “shall exercise its discretion to approve a crematorium use”.

By using the correct provision, Section 128, the City’s decision would be able to withstand the scrutiny of an appeal board review in the event that either the residents or developer filed an appeal. And if the motion is lost or defeated that the permit cannot be issued by staff since council has not exercised its discretion to permit the discretionary use.

Legislative Authority: City of Corner Brook Act: **Section 36** Where there is a tie vote the question must be raised again at the next Meeting of Council.

Submitted by: _____

Date: _____

Reviewed by: _____

Date: _____

REQUEST FOR DECISION

Community, Engineering, Development and Planning

SUBJECT: Discretionary Use (Crematorium) / Country Haven Funeral Home

DESCRIPTION: The City of Corner Brook has received an application requesting permission to construct a Crematorium at the rear of the existing building; (Country Haven Funeral Home) located at 167 Country Road, Corner Brook, NL. The lot is located in a Community Service Zone where the proposed use "Crematorium" is considered a "**Discretionary Use**" of the City of Corner Brook's Development Regulations.

This application was advertised in the local newspaper on February 25, 2017 giving the general public a chance to express any concerns that they may have with this development. The city has not received any objections regarding the proposed development. A "Notice to Occupant" letter was sent to approximately 155 home owners in the surrounding area on March 9, 2017. The results from the notice is as follows, 2.5 % was in support, 11% was not in support & 86% did not respond.

Many of the questions/concerns raised by the public during the "Notice to Occupant" process was with respect to emissions that the crematorium may produce. The developer did submit an Engineering Evaluation Test Report from CETCON, (Combustion and Environmental Testing Consultants). The report outlines levels of emissions for the chemicals that were produced using the same style of Crematorium that the developer is proposing to install.

There has been dialogue between the City of Corner Brook and Province of Newfoundland regarding any regulations that crematoriums are required to follow. The province has indicated that there are no Provincial guidelines for in-stack emissions for crematoriums but they do have Ambient Air Quality Standards, i.e. the allowable concentrations in the air (not stack) for numerous pollutants. The province have indicated that *after reviewing the provided emission profile data, the level of pollutants being emitted from the crematorium will be far below any of the associated ambient air quality standards.*

PROPOSED MOTION: It is **RESOLVED** upon consideration that Council in its Authority Council shall exercise its discretion in not approving a crematorium use at 167 Country Rd, Corner Brook, NL, based on the recommendation from the CEDP meeting that took place on June 20, 2017.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is recommended that the authority approve the application for the proposed use, "Crematorium" to be constructed at the rear of the existing building located at 167 Country Road, NL.

Legislative Authority:

- Policy and/or Regulation: Section 11 City of Corner Brook Development Regulations

STANDING COMMITTEE COMMENTS:

Implication: CDEP meeting on June 20, 2017 was not in support of a crematorium being approved at 167 Country Road.

BACKGROUND:

Report/Document: Attachment #1, #2 & Memo

Submitted by: *[Signature]*
Reviewed by: *[Signature]*

Date: *August 18/17*
Date: *Aug 16, 2017*

Community Services Department

Memo

To: Deon Rumbolt, Supervisor of Community, Development and Planning

From: Darryl Skinner, Development Inspector III

Date: August 18, 2017

Re: Discretionary Use (Crematorium) / Country Haven Funeral Home.

The City of Corner Brook has received an application requesting permission to construct a Crematorium at the rear of the existing building (Country Haven Funeral Home) located at 167 Country Road, Corner Brook, NL. The lot is located in a Community Service Zone where the proposed use "Crematorium" is considered a "**Discretionary Use**" of the City of Corner Brook's Development Regulations.

This application was advertised in the local newspaper on February 25, 2017 giving the general public a chance to express any concerns that they may have with this development. The city did not receive any comments regarding the proposed development. On March 9, 2017 approximately 155 "Notice to Occupant" letters were sent to the neighbors living in the surrounding area which was based on a 100 meter radius from 167 Country Road. Below are the results that was received from the "Notice to Occupant",

- | | | |
|---------------------------|-----|---------------------|
| • Support the development | 4 | 2.5% of households |
| • Against the development | 17 | 11% of households |
| • No response | 134 | 86.5% of households |

Many of the questions/concerns raised by the public during the "Notice to Occupant" process was with respect to emissions that the crematorium may produce. The developer did submit an Engineering Evaluation Test Report from CETCON, (Combustion and Environmental Testing Consultants). The report outlines levels of emissions for the chemicals that were produced using the same style of Crematorium that the developer is proposing to install.

There has been dialogue between the City of Corner Brook and Province of Newfoundland regarding any regulations that crematoriums are required to follow. The province has indicated that there are no Provincial guidelines for in-stack emissions for crematoriums but they do have Ambient Air Quality Standards, i.e. the allowable concentrations in the air (not stack) for numerous pollutants. Below is the response from the province regarding their review of the emission report by CETCON provided by the developer.

"The only way to determine if the crematorium emissions data provided will meet the ambient air quality standards is to conduct plume dispersion modeling which will necessarily incorporate meteorological, land use, elevation, building geometry and the provided emissions profile data. Such modeling would have to be completed by a qualified consultant and based on the size of the facility in question will run in the neighborhood of \$20,000. Plume dispersion modeling requirements are typically limited to larger continually operating facilities such as Corner Brook Pulp and Paper or North Atlantic Refining Limited.

In looking at the provided emission profile data, I can assure you that if the unit is operated per specifications, the level of pollutants being emitted from the crematorium will be far below any of the associated ambient air quality standards."

Some other issues raised by the public during the "Notice to Occupant" process included,

1. Should be constructed in the Industrial Zone not Residential.
2. Value of property will decrease.
3. Loss of enjoyment of their properties. i.e. Won't be able to BBQ, gardening, etc.

On June 20, 2017 the application was discussed at a Community, Engineering, Development & Planning committee meeting. The outcome from the committee was not to approve the crematorium at this location.

After researching locations of other crematoriums in the province, it is not uncommon to have them located within the vicinity of residential neighbors. Attachments 3 & 4 show the location of the recently constructed crematorium in Bishops Falls and Barrett's Funeral Home in St. Johns. It is clear from the attachments that the crematoriums are in close proximity to residential homes. On July 19, 2017 Staff was requested to review the City of Corner Brooks current Development Regulations, contact other municipalities regarding regulations relating to crematoriums and contact the Provincial Government regarding testing for emissions. The responses from these questions are attached in attachments 5 & 6. On August 2, 2017 the applicant submitted a document, "Environmental Journey" regarding emissions of crematoriums which is attached in attachment # 7.

The original RFD that was brought forward to council on July 10, 2017 incorrectly referenced Section 11 "Discretionary Powers of Authority" which shall be used if the proposed use was permitted in the zone and council was using its discretion to place conditions on or to not issue the permit. The revised RFD, (attached) references section 128 "Discretionary Uses" where the proposed use is considered a discretionary use in the zone which it is located. This is the case of the Crematorium in the Community Services Zone. This also affects the original motion which reads negatively "shall exercise its discretion in not approving a crematorium use" (which would be correct if section 11 was used) but it should be a positive wording for section 128: "shall exercise its discretion to approve a crematorium use". That way it is clear if the motion is lost or defeated that the permit cannot be issued by staff since council has not exercised its discretion to permit the discretionary use. This being the case the motion for the revised RFD, (attached) does reflect a positive motion. Please refer to (attachment #9) that was compiled by the city solicitor that explains the above mentioned issue in detail.

On August 16, 2017 an e-mail was sent to the property owner based on a suggestion from a council briefing meeting that took place on August 7, 2017. The items suggested to the applicant were as follows,

1. Would you like to set up a consultation with the neighbours in the area?
2. Provide a layman's report on the emissions?
3. Provide a plot plan outlining the location of his new crematorium to show how close it is to the nearest residence?

The applicants response was received on August 17, 2017, see response below.

"I have no problem having a consultation with the neighbours in the area about anything to deal with the proposed crematorium.

In regards to the emissions it stands as it is as i am not an environmental technologist and that is in layman terms as is states.

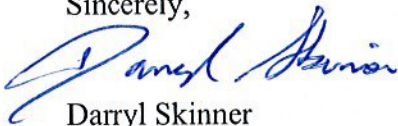
I can get a plot plan to show the exact location on the property to where the building will be lo

I can accommodate two of the proposed items such as plot location and have no problem with public discussion, but with the emissions they are what they are and they pose no harm under environmental standards as specified,".

The information regarding items 1 & 2 above was not supplied to staff to date and the applicant requested the application to be brought forward to the public council meeting on August 21, 2017.

After reviewing the proposed application, location, response from the public and correspondence from the Provincial Government regarding the emissions, staff does not feel that a Crematorium at this location will have any negative effects on the surrounding area. Therefore it is recommended that Council approve the application for the proposed use, "Crematorium" to be located at the rear of the existing building located at 167 Country Road, Corner Brook, NL.

Sincerely,



Darryl Skinner
Development Inspector III

- Attachments:
1. Attachment #1 (167 Country Road)
 2. Attachment #2 (Zoning Map of Area)
 3. Attachment #3 (Bishop Falls)
 4. Attachment #4 (St. Johns)
 5. Attachment #5 (Response from other municipalities)
 6. Attachment #6 (Answers to proposed questions)
 7. Attachment #7 (Document from Applicant)
 8. Attachment #8 (Development Application)
 9. Attachment #9 (Memo from City Solicitor)
 10. RDF

Director
THIS APPLICATION IS
RECOMMENDED FOR APPROVAL

D Rumbolt
Aug 18, 2017

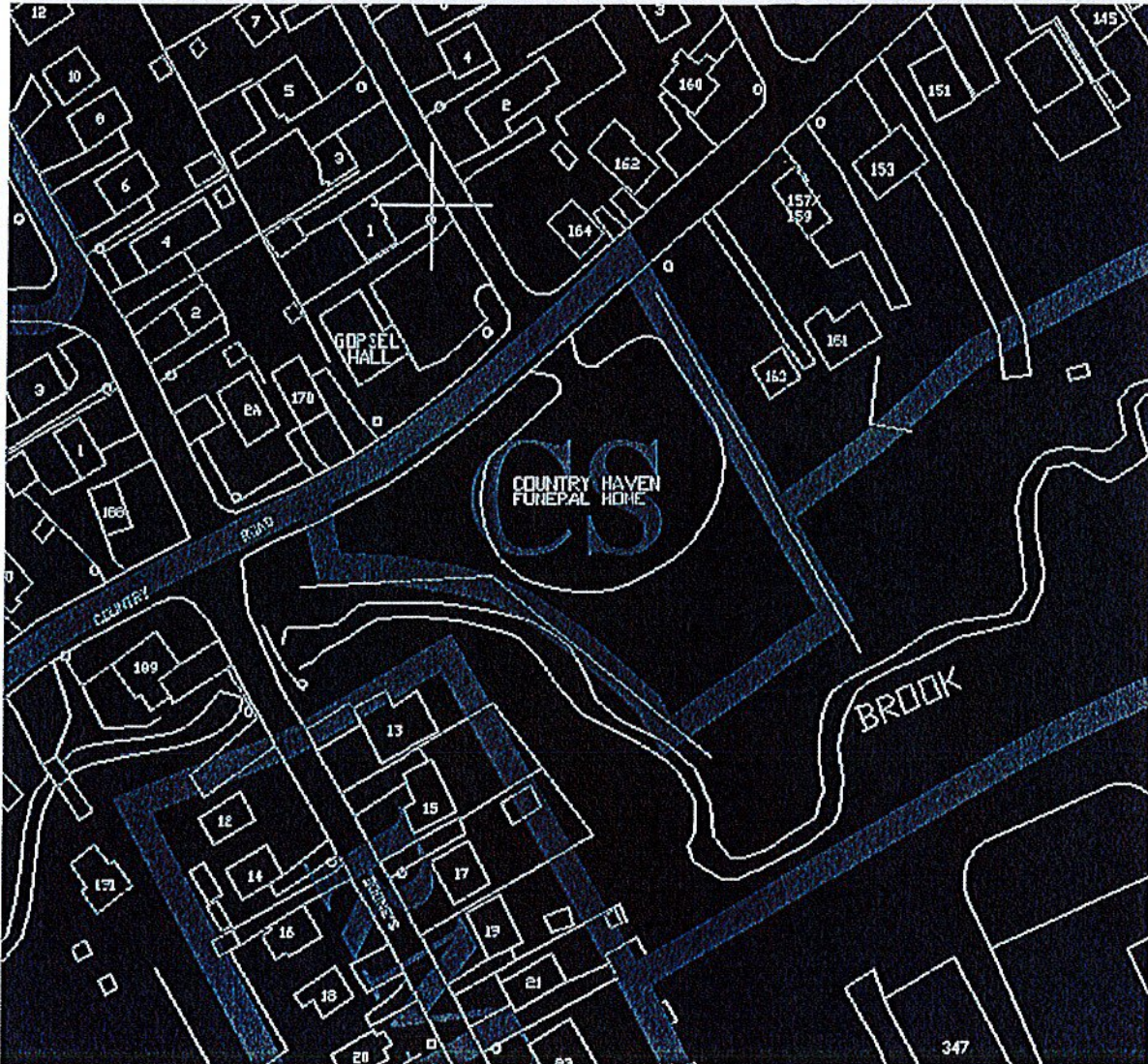
Country Haven Funeral Home (167 Country Road)

Proposed Crematorium at rear of existing building



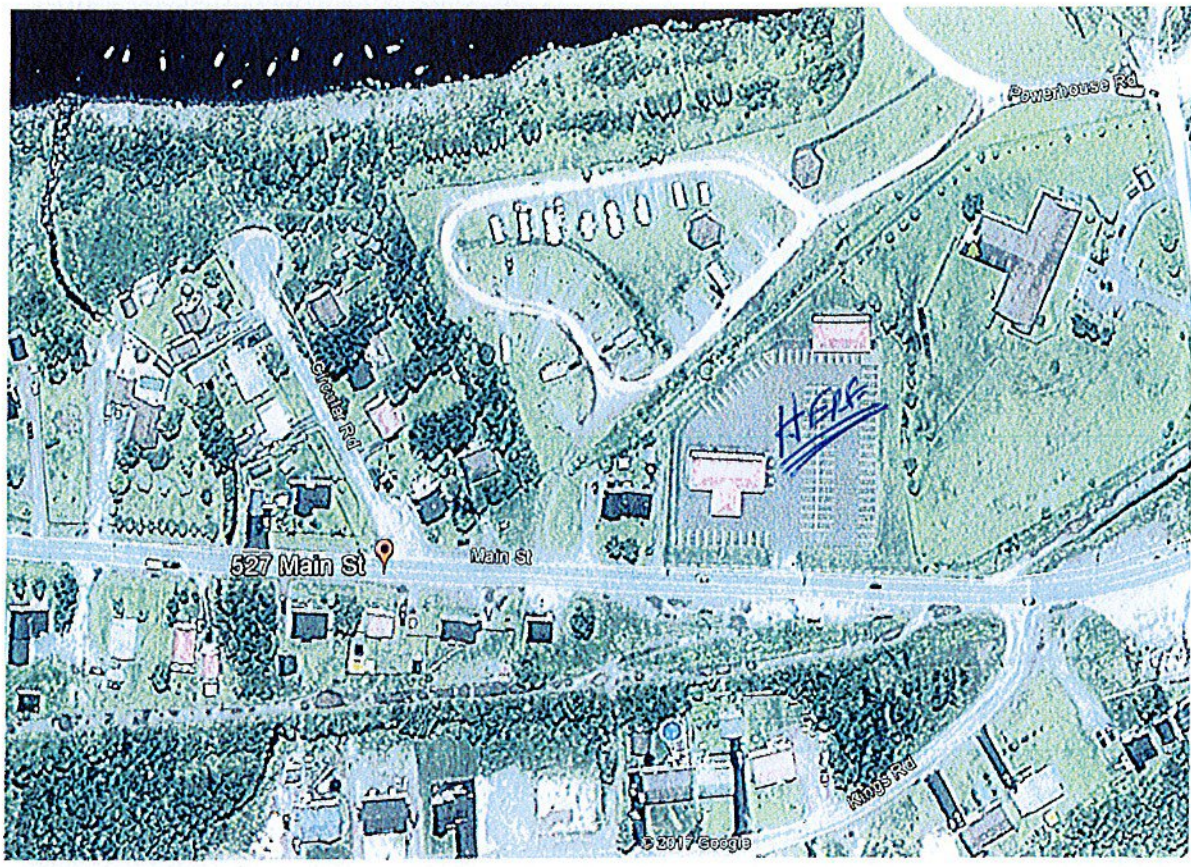
Country Haven Funeral Home (167 Country Road)

Proposed Crematorium at rear of existing building



Bishop's Falls Funeral Home

527 Main Street



Barrett's Funeral Home

328 Hamilton Avenue



HERE.

Reponses from Municipalities

Gander

Hi there,

In regards to your question about crematoriums in Gander:

Stacey's Funeral Home offers cremation services, (as well as the Veterinary Clinic) but there are no existing municipal regulations in place for its operation.

Kristina

Kristina Burt
Engineering Clerk
Engineering Department
Town of Gander

Stephenville

Hi Darryl

The Town of Stephenville do not currently have anything adopted, however I suggest you call Mike Campbell, Town Manager at 643- 8366 as he can provide some insights into the matter.

Kind Regards
Jennifer

Note: Darryl spoke to the Town Manager and he confirmed that they have no current regulations that pertain directly with crematoriums.

Mount Pearl

Hi Darryl,

CMP definition of Funeral Home includes crematorium, so essentially wherever a Funeral Home is permitted an associated crematorium would be permitted as well.

smells, ash, dust or grit, excessive noise or vibration, or create any nuisance that has an unpleasant effect on the senses unless its use is authorized by Council and any other authority having jurisdiction.

Here is a link to the City's Development Regulations:

<http://www.mountpearl.ca/wp-content/uploads/2013/02/PDD-Dev-Regs-Consolidated-2017-04-13.pdf>

Regards,

Catherine Howell
Planner
Planning and Development Department

St. John's

Hi, Mr. Skinner. I was forwarded your email below.

Under the St. John's Development Regulations, we use a definition for undertaker's establishment:

UNDERTAKER'S ESTABLISHMENT means an establishment for the preparation of human remains for interment or disposal and may include a funeral home, a crematorium and/or a chapel to conduct commemorative services.

This is a permitted use in the Institutional (INST) Zone (for Caul's and Barrett's funeral homes) and in the Commercial Highway (CH) Zone (for Carnell's funeral home). These zones each allow a crematorium to operate. Other than some initial concerns expressed when the first crematorium was established in the city, I don't believe we have had any concerns with them since.

These zones do not set out specific requirements for crematoria, other than the regular yard requirements.

As for emission standards, I am copying this email to Rob Schamper in our Inspection Services Division for any comment he can provide.

Good luck in your research, and hi to Colleen Humphries in your office.

Regards,

Ken O'Brien

.....
Ken O'Brien, MCIP | *Chief Municipal Planner*

Answers to questions regarding Crematoriums required for Council.

Deon,

Please see answers below pertaining to the questions also below.

1. A check was completed in the building file and civic web and there was no record of any complaints regarding the Pet Crematorium in Curling.
2. Zones in which crematoriums and **permitted** is Downtown Commercial, General Industry & General Commercial.
Zones in which crematoriums and **Discretionary** is Light Industrial, Community Service & Innovation District.
3. I had contacted the municipalities of Stephenville, Grand falls, Gander, Paradise, Mt. Pearl & St. Johns and they have no particular regulations regarding spacing requirements from residential properties. Please see summary of e-mails received attached.
4. I did contact Barrie Lawrence with the Province of Newfoundland regarding emissions testing in the past or any complaints they have received regarding crematoriums. Below is the response that I received from him.

Hi Darryl,

I have conducted a search of our files. Correspondence dated 2003 indicates that the requirement for a Certificates of Approval for the operation of a crematoria was suspended. Prior to this correspondence, the Department issued Approvals for crematoria operation.

With respect to dispersion modelling, I uncovered two instances in which modelling was conducted: 1988 and 1990. Both of these modelling exercises involved very rudimentary techniques and would not be considered valid today. There is no indication of crematoria modelling be conducted since 1990.

With respect to complaints, there are none on file for any facility.

I trust this answers your questions.

Regards,

Barrie

Barrie Lawrence
Senior Environmental Scientist
Pollution Prevention Division
Department of Municipal Affairs and Environment

Questions regarding Crematoriums required for Council.

From: Rumbolt, Deon
Sent: July-19-17 10:38 AM
To: Skinner, Darryl
Subject: Crematorium

Darryl,

Council would like the following questions investigated:

1. Have we had any complaints from the residents in the Curling Street area about the Pet Crematorium? We can check out the CivicWeb complaint system and the property file for this info.
2. Which of our current zones would allow crematoriums as permitted outright and which would allow them as discretionary?
3. Are there any towns in Newfoundland that have spacing requirements for crematoriums from a residential property? What seems to be a common spacing requirements for towns outside of our province? See attached item from Melissa on Missisauga.
4. Barrie Lawrence indicated that plume dispersion modeling may be requested. Has the province ever done such a request/test for Crematoriums? If not, can we look into whether or not any other provinces have testing like this where the results could be provided? I believe this may be the most difficult aspect to research. I will do some research on this as well.

Let me know if you have any questions. ✓

*Deon Gerard Rumbolt, BTech
Supervisor of Development and Inspection
City of Corner Brook
(709) 637-1550
(709) 637-1514*



Environmental Journey

By Paul Rahill,
Matthews Cremation Division

A Journey of Ten Years . . .

The regulation development process for human and animal crematories that began in 1996 was originally estimated to take four years to complete. At the start of this journey, the US EPA did not have any regulations covering the design, installation and operation of human or animal crematories, leaving this process to the individual states and provinces to deal with as they may. The EPA regulation development plan was originally designed to include varied public and private groups, giving them the opportunity to express their concerns, provide their input and make recommendations that would shape the outcome of the future regulations.

This process, worked by consensus amongst teams, proved to be very slow in producing tangible results. Adding frustration to the process was the surprising lack of credible data on crematory emissions available through the US EPA and its sources. Two years after the teams began to meet, EPA felt it best to reorganize and called upon only those participants it felt could move the process along in a positive and productive manner.

This void of crematory emissions data concerned the members of the newly reorganized "Subteam 1," which included representatives from CANA's environmental team. This Subteam was tasked with making recommendations to the EPA's Work Group leaders on how to

proceed with developing regulations, but without accurate emissions data this proved to be a challenge. The options available to the team were not great. The team could propose moving forward with developing regulations based on best estimates of crematory emissions or recommend crematory specific testing be performed before any regulations were considered.

The risk of basing long term regulations for crematories on inadequate and inaccurate data was too great for the death care industry and the Subteam to consider. Whether based on best guess or facts, regulatory change for crematories would certainly result in significant cost increases to the industry and the public,

not to mention the inconvenience that would be caused by the inevitable closing and consolidating of crematories that could not economically meet new regulations.

With the overshadowing negative attitudes by the public towards the general funeral service industry and the belief that both costs and inconvenience would increase, the mandate for CANA's representatives on Subteam 1 was clear; it must take a proactive role on behalf of its members and the public they serve. This mandate was not only to insure that cremations be readily available at reasonable costs but also that the commitment to clean air for the living not be compromised through unnecessarily weak or

CITY OF CORNER BROOK

BUILDING INSPECTION OFFICE, COMMUNITY SERVICES, CITY HALL, 637-1500



ATTACHMENT #8.5

BUILDING PERMIT / DEVELOPMENT APPLICATION

DA-17-004

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: COUNTRY HAVEN FUNERAL HOME LTD.		DATE: February 15, 2017
ADDRESS: 167 COUNTRY ROAD		
CITY: CORNER BROOK	PROVINCE: NL	
POSTAL CODE: A2H 4M5	TELEPHONE:	
PROPERTY LOCATION: 167 COUNTRY ROAD		
BUILDER: PENDING QUOTATIONS RECEIVED.		
ADDRESS:		
CITY:	PROVINCE:	
POSTAL CODE:	TELEPHONE:	

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

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

DESCRIPTION OF WORK: ERECTION OF 3 BAY CREMATORIUM
ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ 300,000.00

DECLARATION:	
I hereby apply for permission to carry out the development herein. I declare that all the information given by me in connection with this application is true and correct to the best of my belief and that the development described, if permitted, will be carried out in accordance with all applicable laws and regulations of the Province of Newfoundland and Labrador and the City of Corner Brook.	
NOTE:	
Where the Applicant and Property Owner are not the same, the signature of the Property Owner may be required before the application can be processed.	
SIGNED BY:	APPLICANT: Dwayne S. Parsons.
PROPERTY OWNER:	WITNESS: Grace Payne.

REQUEST FOR DECISION

Finance and Administration

SUBJECT: REQUEST TO NEGOTIATE A PURCHASE AND SALE AGREEMENT – FRONT OF 36 EAST AVENUE

DESCRIPTION: The City of Corner Brook has been approached by a resident who requested to Lease City land in front of 36 East Avenue. The land is approximately 60 m² (646 ft²). The purpose to leasing this land is for parking and beautification.

PROPOSED MOTION: it is **RESOLVED** that Council approve the execution of the attached lease agreement for 60 m² (646 ft²) of City land located in front of 36 East Avenue.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff has recommended approving the lease agreement for City land located in front of 36 East Avenue.

Legislative Authority:

- Policy and/or Regulation: 07-08-05, 07-08-08

Estimated Return: \$0.00

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document: Lease Agreement
 Google Image
 Memo

Submitted by: Brandon Duffy

Date: July 4, 2017

Reviewed by: _____

Date: _____



**CITY OF
CORNER BROOK**

MEMORANDUM

TO: Dale Park, Director of Finance and Administration
FROM: Brandon Duffy, Supervisor of Land Management
DATE: July 4, 2017
RE: Lease of City of Corner Brook Land in front of 36 East Avenue

Mr. Park,

Land Management has been approached by a resident to purchase City land located in front of 36 East Avenue. The purpose to leasing this land is for parking and beautification.

After reviewing the other department's comments on the request it seems the only issue is this land is used for snow clearing. Some conditions of the lease agreement would include:

1. Cannot park during the winter months due to snow clearing
2. City will not be responsible for any damages done on the leased land from snow clearing and/or road maintenance

There are currently no services to this land and the land is approximately 60 m² (646 ft²).

I trust that the information above is satisfactory to be able to provide direction to Staff, however should there be any questions please feel free to contact me.

Recommendations:

It is my recommendation to approve lease agreement for City land located in front of 36 East Avenue.

Sincerely,

Brandon Duffy
Supervisor of Land Management



THIS LEASE made in duplicate as of the day of , 2017

BETWEEN: **CORNER BROOK CITY COUNCIL**, 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 [REDACTED], a resident of the City of Corner Brook
(hereinafter called the “Tenants”)

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 Tenants and the
Tenants hereby lease from the Landlord, on and subject to the terms and
conditions hereinafter set forth, all that real property delineated on the
plan attached hereto as Schedule “A” (hereinafter called the “Property”).

TENANCY

2. Under this Lease, the Tenants occupy 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 Tenants
the Land for the term of five (5) years, commencing the ____ day of
_____ 2017, for the rental of One Dollar (\$1.00) **SUBJECT
HOWEVER** to the terms and conditions set forth herein, namely;

RENT

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

USE

5. The Property shall be used for the purpose of the Tenants for beautification purposes of the lands and a preexisting accessory building. 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 Corner Brook City Council.

PAYMENT OF TAXES

6. The Tenants 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 Tenants 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 Tenants is of the opinion that The Request is unreasonable, the Tenants 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 Tenants 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 and sewer lines and/or utilities.
 - (c) Cannot park on the lease portion of land during the winter months due to snow clearing

- (d) City will not be responsible for any damages done on the leased portion of land from snow clearing and/or road maintenance.

GENERAL COVENANTS

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

TENANTS' IMPROVEMENTS

- 9. (a) The Tenants 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 Tenants shall not place any structures or erections upon the Demised Premises without the prior written consent of the Landlord.

INSURANCE

- 10. (a) The Tenants, at the Tenants' 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 Tenants 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 Tenants shall promptly furnish to the Landlord copies of insurance policies or other evidence satisfactory to the Landlord of such insurance and any renewals thereof.
- (b) The Tenants agree that the Landlord shall have a first right to receive and a lien on the insurance proceeds.

- (c) The Tenants agree 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 Tenants authorize and direct the Insurance Company to do so.

COMPLIANCE WITH REGULATIONS

11. The Tenants 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 Corner Brook City Council.

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

12. The Tenants 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 Tenants 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 demised land 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 demised land, 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 Premises 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 Premises and for any inconvenience to the Tenant resulting therefrom.

MAINTENANCE AND REPAIR

- 14. (a) The Tenants shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
- (b) The Tenants 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 Tenants agrees to keep the Demised Area 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 Demised Area, all to the satisfaction of the Landlord;
- (c) Upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area 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 Demised Area 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 Tenants 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 Tenants, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenants, 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

15. (a) The Tenants 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 Tenants shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property.

INDEMNIFICATION

16. (a) The Tenants 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

17. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenants 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 TENANTS' OBLIGATIONS

18. If the Tenants fail to perform an obligation of the Tenants 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 Tenants 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 Tenants under this lease shall be invoiced to the Tenants, who shall be held liable for payment of the invoice.

EFFECT OF LEASE

19. 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

20. Any mention in this Lease of a particular remedy of the Landlord in respect of default by the Tenants 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

21. 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

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

City of Corner Brook
Supervisor of Land Management
PO Box 1080
Corner Brook NL
A2H 6E1

Telecopier Number: (709) 637-1514
or such other address as the Landlord may advise the Tenants in writing.

- (b) All notices and communications to the Tenants in connection with this Lease shall be addressed to:


36 East Avenue
Corner Brook, NL
A2H 5A6

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

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

GOVERNING LAW

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

END OF LEASE

- 24.
- (a) The term of the lease shall be a period of five (5) years commencing on _____, 2017 and terminating on _____, 2021 subject to the rights of termination as set out in clauses contained herein.
 - (b) Upon the termination of this Lease, the Tenants 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 Tenants' 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) Notwithstanding the term of lease set out in clause 24 (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 Tenants' occupation of the Premises 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 Tenants shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenants' improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenants 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 Tenants' improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

25. 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

26. 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

27. The Tenants 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 Tenants under this indenture or arising out of the Tenants' occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

ENTIRE AGREEMENT

28. The Landlord and the Tenants acknowledge 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 Tenants 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 Tenants.

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:

CORNER BROOK CITY COUNCIL

Notary Public/Commissioner for Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for Oaths/Barrister/Solicitor

Mayor

SIGNED by Tenants in the presence of:

Notary Public/Commissioner for Oaths/Barrister/Solicitor

Schedule "B"

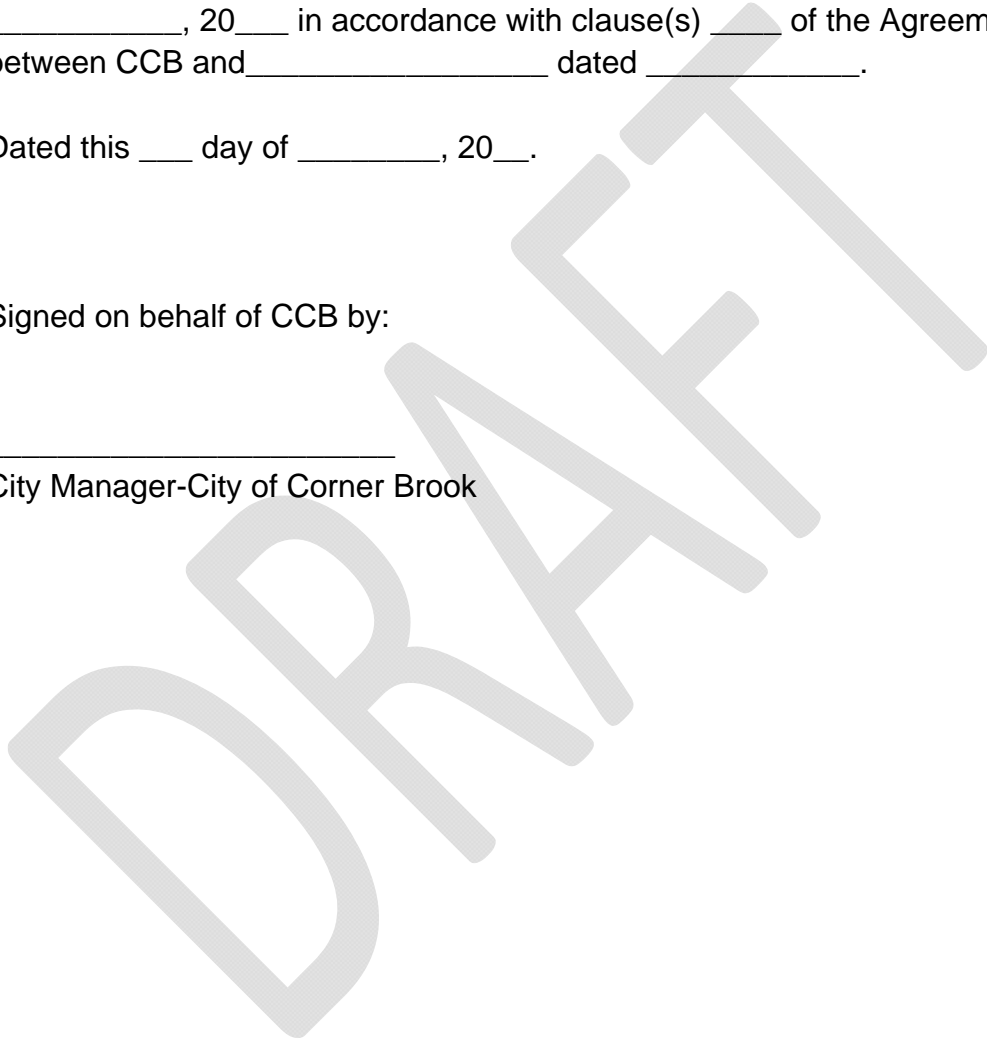
NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to [REDACTED] to quit occupation of the Property in front of 36 East Avenue in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the ___ day of _____, 20___ in accordance with clause(s) ___ of the Agreement between CCB and _____ dated _____.

Dated this ___ day of _____, 20___.

Signed on behalf of CCB by:

City Manager-City of Corner Brook



SCHEDULE A



**FOR REFERENCE
PURPOSES ONLY
NOT TO SCALE**

REQUEST FOR DECISION

Finance and Administration

SUBJECT: REQUEST TO LEASE CITY LAND – IN FRONT OF 326 O’CONNELL DRIVE

DESCRIPTION: The City of Corner Brook has been approached by a resident who requested to Lease City land in front of 326 O’Connell Drive. The land is approximately 447 m² (4810 ft²). The purpose to leasing this land is to extend their parking lot to accommodate more parking spaces.

PROPOSED MOTION: it is **RESOLVED** that Council approve the execution of the attached lease agreement with Jennifer Veitch for 447 m² (4810 ft²) of City land located in front of 326 O’Connell Drive.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff has recommended approving the lease agreement with Jennifer Veitch for City land located in front of 326 O’Connell Drive.

Legislative Authority:

- Policy and/or Regulation: 07-08-05, 07-08-08

Estimated Return: \$25,000.00

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

- Report/Document: Lease Agreement
 Google Image
 Propose Lease Area Drawing
 Yates and Woods Survey Dated March 25, 1994
 Memo

Submitted by: Brandon Duffy

Date: July 7, 2017

Reviewed by: _____

Date: _____



**CITY OF
CORNER BROOK**

MEMORANDUM

TO: Dale park, Director of Finance and Administration
FROM: Brandon Duffy, Supervisor of Land Management
DATE: July 7, 2017
RE: Lease of City of Corner Brook Land in front of 326 O'Connell Drive

Mr. Park,

Land Management has been approached by a resident to Lease City land located in front of 326 O'Connell Drive. The purpose to leasing this land is to extend their parking lot.

After reviewing the other department's comments on the request it seems the only issue is that O'Connell Drive may be widen to accommodate more lanes, which would acquire the land in question, therefore a condition would be added to the lease agreement which would state:

1. The City will not compensate the property owner in the future for any developments, should the lease be cancelled.

There are currently no services to this land and the land is approximately 447 m² (4810 ft²).

I trust that the information above is satisfactory to be able to provide direction to Staff, however should there be any questions please feel free to contact me.

Recommendations:

It is my recommendation to approve lease agreement with Jennifer Veitch for City land located in front of 326 O'Connell Drive.

Sincerely,

Brandon Duffy
Supervisor of Land Management



3260 Connaught Ave

Land Inquiry

Request to Lease

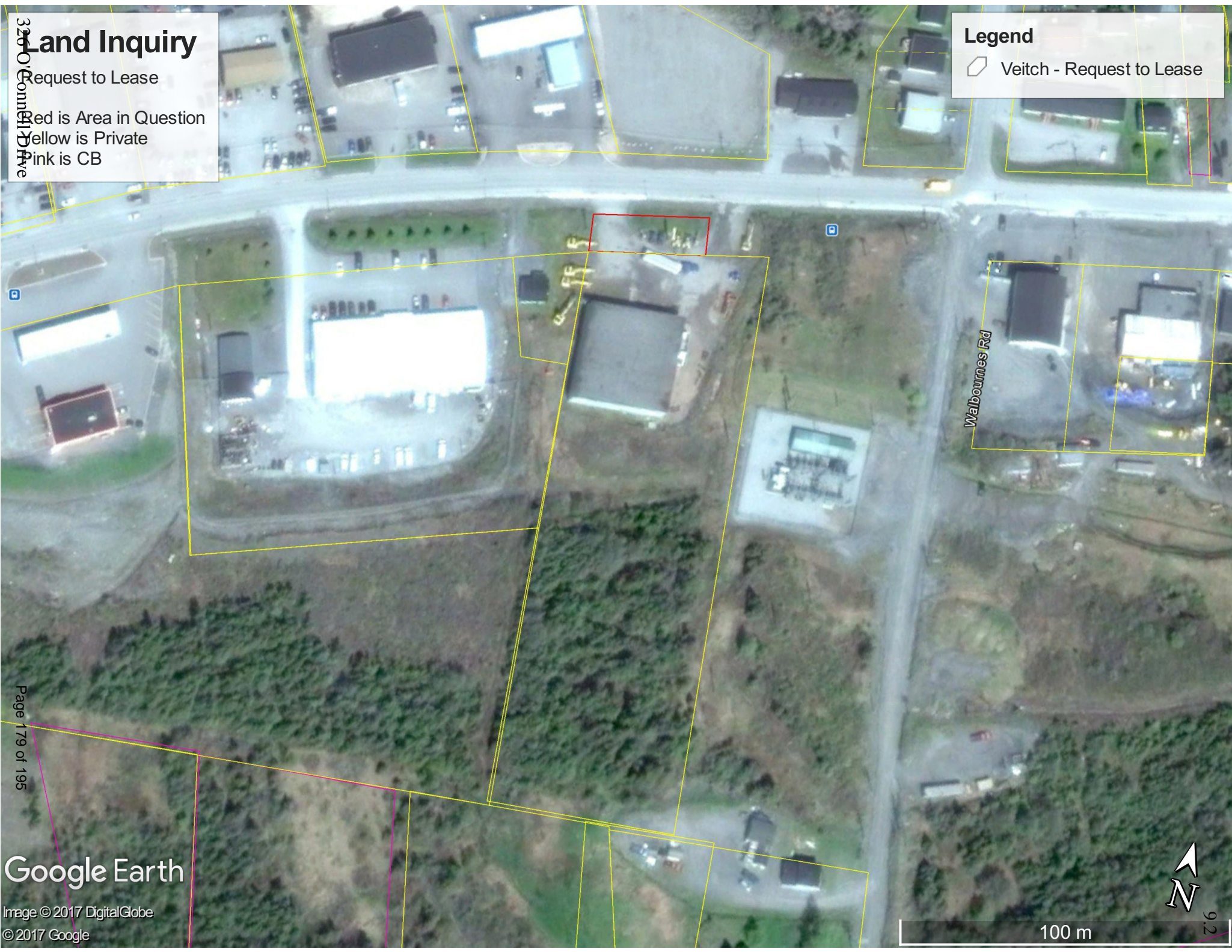
Red is Area in Question

Yellow is Private

Pink is CB

Legend


 Veitch - Request to Lease

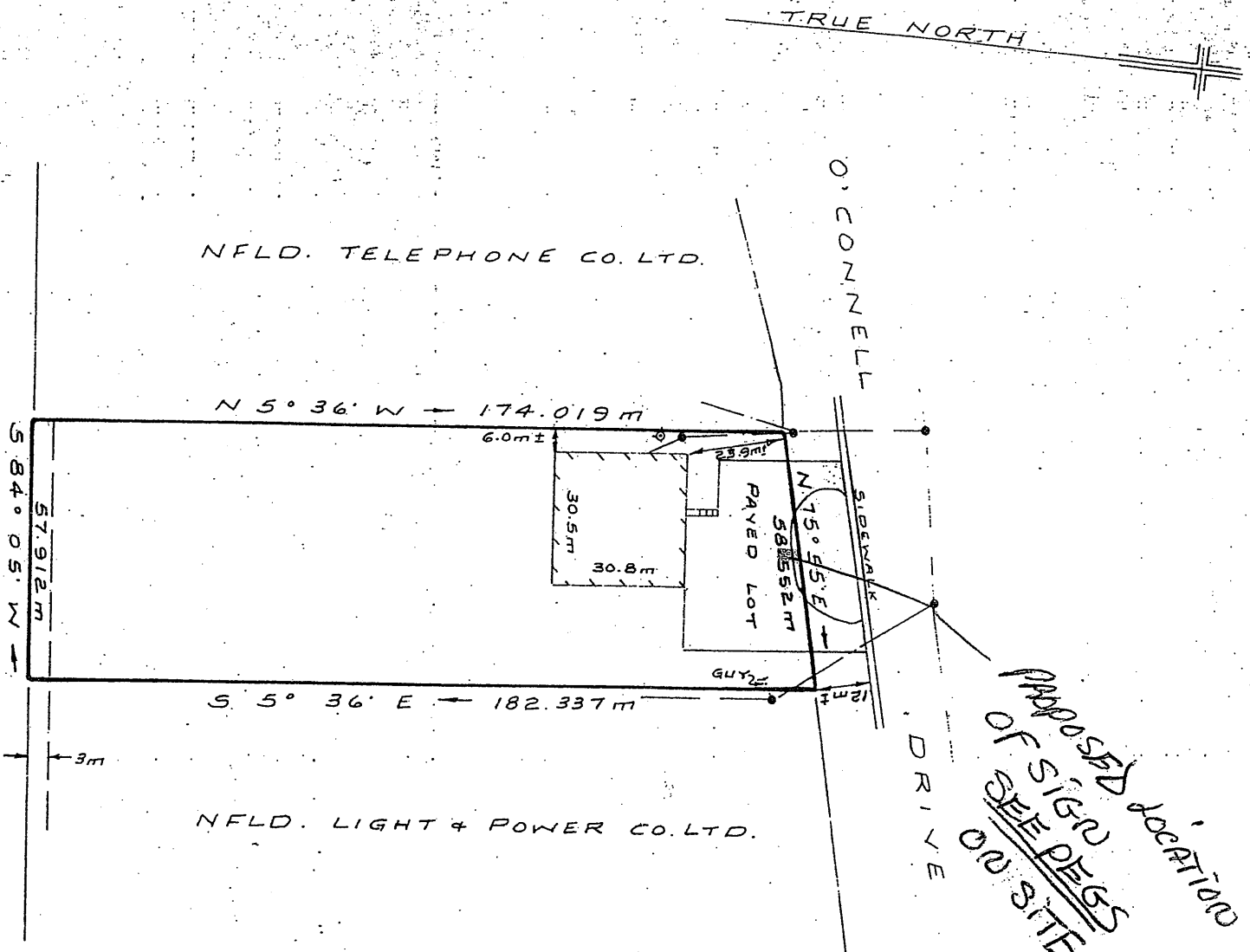


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Google Earth

Image © 2017 DigitalGlobe
© 2017 Google

100 m  9.2



Proposed location
 of signs
 on site
 J.P.
 Jones/PA

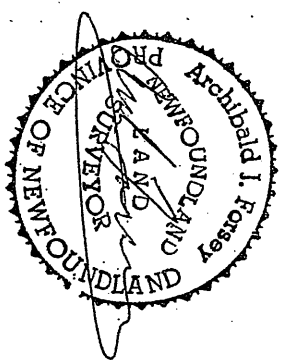
- LEGEND**
- CONTROL MONUMENT
 - PLACED IRON PIN
 - FOUND IRON PIN
 - POLE OR LIGHT STANDARD
 - HYDRANT
 - PROPERTY DEALT WITH
 - FENCE LINES
 - POWER-TELEPHONE LINES
 - EASEMENT

- NOTES:**
- THIS PLAN CERTIFIES THE INFORMATION SHOWN AS OF MAR. 25, 1994 AND ONLY AS OF THAT DATE.
 - THIS IS PAGE 3 OF 3 FOR THE REAL PROPERTY REPORT.
 - © YATES & WOODS LTD. NEWFOUNDLAND LAND SURVEYOR'S UNAUTHORIZED USE, ALTERATION OR REPRODUCTION IS PROHIBITED BY LAW AS OUTLINE IN "THE COPYRIGHT ACT"

YATES & WOODS LTD.
 NEWFOUNDLAND LAND SURVEYOR'S
 25-27 BROADWAY, P. O. BOX 434
 CORNER BROOK, NFLD. A2H 6E3 TEL. 639-9177.

SURVEYOR'S REAL PROPERTY REPORT
 FOR SANITARY PRODUCTS LTD., NO. 328
 O'CONNELL DRIVE, CORNER BROOK, NFLD.

SCALE: 1:1500 DWG. NO. 94027 DATE: MAR. 25, 1994.



REQUEST FOR DECISION

Finance & Administration

SUBJECT: ROTARY ARTS CENTRE LEASE – CITY HALL

DESCRIPTION: The City of Corner Brook is currently leasing space to the Corner Brook Arts Centre Association Inc. for the operation of the Rotary Arts Centre (RAC). The lease expires on October 31, 2017 and both the City and the RAC are interested in entering into a new lease agreement. The approximately 4,900 square feet of space has been developed to include a box office, artist studios, theatre and gallery. The lease is proposed to be a three year term expiring on October 31, 2020. The lease rate remains \$1 per month, but does include a \$1 per ticket charge effective September 1, 2018.

PROPOSED MOTION: It is **RESOLVED** to approve execution of the lease agreement with the Corner Brook Arts Centre Association Inc. for a three year term from November 1, 2017 – October 31, 2020 for the operation of the Rotary Arts Centre in City Hall.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is staff's recommendation to approve the lease agreement. The \$1 ticket surcharge coming into effective in September 2018 will provide a small revenue stream to the City.

Legislative Authority:

- City of Corner Brook Act: **Section**
- Public Tendering Act: **Section:**
- Urban and Rural Planning Act: **Section:**
- Policy and/or Regulation:

Estimated Cost:

Budget Line Item:

Communication Strategy:

STANDING COMMITTEE COMMENTS: The Finance & Admin Standing Committee were in agreement with the general terms of the agreement.

Implication:

BACKGROUND:

Report/Document:

Submitted by: Dale Park

Date: August 15, 2017

Reviewed by: _____

Date: _____

Last update: 2017-06-20

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of _____, 2017.

BETWEEN: **CORNER BROOK CITY COUNCIL**, a body corporate duly continued pursuant to the *City of Corner Brook Act, R.S.N.L. 1990, c. C-15*, as amended (hereinafter referred to as “the Landlord”)

AND: **CORNER BROOK ARTS CENTRE ASSOCIATION INC.**, a body corporate duly registered with the Registry of Companies in the Province of Newfoundland and Labrador (hereinafter referred to as “the Tenant”)

WHEREAS the Landlord is the owner of property known as civic address number 5 Park Street in the City of Corner Brook, Province of Newfoundland and Labrador and described in “Schedule A” annexed hereto (hereinafter referred to as “the Property”)

AND WHEREAS the Tenant desires to lease the portion of the Property described in “Schedule B” annexed hereto, (hereinafter referred to as “the Premises”) on the terms and conditions hereinafter set out;

NOW THEREFORE IN CONSIDERATION of the covenants, agreements, and other valuable consideration now paid, observed and performed by each party to the other, the parties hereby agree as follows:

Demised Premises:

1. The Landlord doth lease unto the Tenant and the Tenant doth lease and take from the Landlord, for the purpose of operating an Arts Centre, upon the terms and conditions set out in this Agreement, all those certain premises, in the City, shown as the hatched out portion of the floor plan attached hereto as “Schedule B”, being a portion of the Property described in “Schedule A” annexed hereto.

Term:

2.
 - a. The term of lease shall be a period of three (3) years commencing on November 1st, 2017 and terminating on October 31st, 2020 subject to any rights of termination as otherwise provided in this Agreement.
 - b. Provided that the lease meets its natural term expiry of three (3) years as set out above, and as such has not been terminated under any other provision of this Agreement, the Tenant shall have a right of first refusal to enter into a new

Leasehold agreement with the Landlord on such terms and conditions and for such payments of rent and other as the Landlord may require at that time. This right of first refusal must be exercised at least one month prior to expiry of this term of lease. The Landlord agrees that the rent charged on such renewal shall not exceed fair market value.

Payments:

3.
 - a. The Tenant shall pay the Landlord rent consisting of a fixed annual portion of Twelve dollars (\$12.00), inclusive of HST if applicable, payable on signing of this Agreement and on the anniversary date of each year following during tenancy. The rent includes the cost of heat and electricity for the Premises, subject to the provisions of payment for electricity as set out in clause 4 herein.
 - b. In addition to rent, effective September 1, 2018, the Tenant shall pay to the Landlord a Use and Occupancy Fee in the amount of One dollar (\$1.00) per ticket for each ticket sold for concerts, art exhibits, and any other events held on the Premises. The Use and Occupancy Fee shall be paid to the City monthly within ten (10) days following the end of each month. The Tenant shall provide to the Landlord, along with its payment, an accounting of tickets sold at each event for the month. Upon request of the Landlords' Director of Finance and Administration, the Tenant shall also provide any additional documentation reasonably required by the Landlord to verify the amount of the Use and Occupancy Fee.
4. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Landlord on outstanding balances owed to the City of Corner Brook as approved by the Landlord in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2017 budget of the Landlord is 10.5% per annum.

Overholding:

5. In the event that the Landlord permits the Tenant to remain in occupation of the Premises without objection by the Landlord and after the expiration of the term and any extension or extensions thereof, the Tenant shall be deemed to be a tenant from month to month at a monthly rental equal to one-twelfth of the annual rental calculated in accordance with clause 3, and otherwise upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy. For further clarification, at any time after expiry of the term of this lease, without showing any cause, the Landlord may terminate the Tenants' lease and occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto providing ninety (90) days' notice.

Termination and Default:

6. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Tenant has not paid rent, or Use and Occupancy Fees without reasonable justification for such failure to pay, or has failed to make sufficient arrangements in the view of the Landlord to pay arrears, or even though there is reasonable justification for failing to pay has not paid for a period of four consecutive months, or is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate re-entry in the Premises and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule C annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.

7. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Landlord is in default in the performance of any covenants, terms and conditions herein set forth to be performed, save and except for any reduction in services due to picket lines, work stoppages, or other forms of labour unrest of the employees of the Landlord, the Tenant shall have the right to terminate this Agreement within ten (10) days by serving the Landlord with a Notice to Quit in the form set out in Schedule C annexed hereto, with such changes as necessary. Upon expiry of the period set out in the Notice to Quit, the rights of the Tenant and Landlord under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.

8.
 - a. In case of damage to the Premises by fire, lightning, tempest, other acts of God, wars, riots or insurrection restricting the continued use of the Premises, and the Landlord, instead of rebuilding or making the Premises fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 2 herein, terminate this lease on giving to the Tenant within thirty (30) days after the damage notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Premises to the Landlord. The Landlord agrees to give the Tenant an opportunity to put forward its position on whether or not the Landlord shall rebuild or make the Premises fit for the

purpose of the Tenant prior to making its decision, provided that the final decision shall be in the sole and absolute discretion of the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.

- b. Notwithstanding the term of lease set out in clause 2 of this Agreement, in the event that the Premises and/or the Property requires significant capital expenditures, exceeding the sum of Ten Thousand dollars (\$10,000.00) which are necessary for the Tenant to continue in its use of the Premises as an Arts Centre, the Landlord may terminate this lease and discontinue the Tenant's occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto (with such changes as necessary), at least one year prior to the date on which the Premises will be vacated. In the event that it is not possible for the Landlord to provide a full year notice, the Landlord shall pay to the Tenant damages in the amount of one full year of rent, minus the prorated amount of any notice period.
9. Upon termination of the Tenant's occupation of the Premises in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant or any improvements made to the Premises by the Tenant.
10. Upon failure by the Landlord or Tenant to make significant progress towards complying with any covenant(s) incumbent upon it under this Agreement within thirty (30) days after written notice requiring such compliance is given by one party to the other, the party giving notice may enter the Premises and fulfill such covenant(s) at the sole expense of the other party, who shall forthwith upon being invoiced for same reimburse the party giving notice who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents either party from electing to terminate this tenancy for default as provided for in other provisions of this Agreement.

Quiet Enjoyment:

11. Subject to the rights of re-entry otherwise provided in this agreement and subject to any necessary re-entry due to an emergency pertaining to the Premises (including but not limited to water or fire emergencies), and subject to the areas indicated on Schedule B as "shared space" and as areas for unobstructed paths to fire exits, the Landlord covenants with the Tenant for quiet enjoyment.

Tenant's Covenants:

12. The Tenant covenants with the Landlord:
 - a. To pay when due rent, and Use and Occupancy Fees;

- b. To vacate the Premises on request of the Landlord in accordance with this Agreement;
- c. To not make any changes to the Premises, except in accordance with plans submitted to and approved by the Landlord and except as is in keeping with the Leadership in Energy and Environmental Design (LEED) certification of the Property;
- d. To keep the Premises in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in the Premises and ensure that any cleaning products used are in keeping with the Leadership in Energy and Environmental Design (LEED) certification of the Property. The Tenant shall check with the Landlord if there is any uncertainty in regards to any proposed product meeting this requirement;
- e. To use the Premises only for the purposes of an Arts Centre as detailed in the "Corner Brook Rotary Arts Centre" business plan dated April 14, 2012 and related activities;
- f. Not to transfer, assign or sublet their rights under this Agreement without first obtaining written permission of the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting;
- g. Not to erect any signs, advertisements, or other structure on the outside of the Premises or on the Property without first obtaining the written consent of the Landlord;
- h. To ensure that nothing is done or kept at or on the Premises which is or may be a nuisance or which causes damage to or interference with normal usage of the Property or any adjoining property;
- i. To ensure that any sound produced on the Premises are kept at a level such that they are not heard in other parts of the Property, including but not limited to the portion of Property that is currently being utilized as a public library;
- j. To ensure that only the Premises are utilized by the Tenant, and no other part or portion of the Property;
- k. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Premises and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;

- l. To keep the Premises smoke-free and scent free in accordance with the Landlord's policies annexed hereto as "Schedule D" as though the premises were the Landlord's workplace;
- m. Upon termination of the tenancy, at its own risk and expense, to remove from the Premises within the timeframe set out in the Notice to Quit, any chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Premises in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;
- n. To provide the Landlord with access to the Premises in accordance with this agreement;
- o. To ensure that the external doors remain locked and securely closed save and except for those times the doors have been unlocked by the Landlord or when an employee of the Tenant is on duty at the Premises and is providing a reasonably secure level of monitoring public access to the Property;
- p. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, acknowledging that the Tenant is an Agent of the Crown;
- q. To repair and maintain and keep repaired and maintained the Premises in substantially the same condition as of the commencement of lease, reasonable wear and tear through normal use and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing from the Landlord, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted;
- r. To pay all municipal taxes and rates levied against the Premises;
- s. To appoint a representative of the City of Corner Brook, as selected by the Landlord, to be a Director of the Tenant;
- t. To recognize the City of Corner Brook as a top-level sponsor for all Rotary Arts Centre sponsored performances and events, including but not limited to the following benefits:
 - (i) Signage on site;
 - (ii) Written acknowledgment in programs, brochures, and any other

promotional materials;

(iii) Verbal acknowledgment on any television, radio, or other forms of broadcasting/media advertising the Arts Centre and/or its events;

(iv) Six (6) invitations/free show tickets with VIP seating and backstage passes to each Opening performance/show; and

(v) Invitation to give a five (5) minute speech at each opening performance/show reception.

The form and content of such recognition, signage, promotional materials and advertising shall be pre-approved by the Landlord;

- u. To permit the Landlord to utilize the Premises ten (10) days per annum on such dates as to be agreed between the parties. The Tenant shall not unreasonably deny the Landlord its preferred dates;
- v. To keep the walkways, steps and doorways clear of snow, ice and any other hazards to pedestrians during all hours of operation on Saturdays and Sundays and after 4:30 p.m. on Mondays through Fridays;
- w. To permit the Landlord or its agents to enter upon the Premises at any time during normal business hours for the purpose of inspecting the Premises and with forty eight (48) hours advance notice for the purpose of making repairs, alterations or improvements to the Premises, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Premises, including but not limited to keys and access codes; and
- x. Subject to the terms of a waiver of distraint agreement dated April 15th, 2015 between the Landlord, the Tenant and Humber Community Development Corporation, the Tenant otherwise waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Premises at any time during the Term is exempt from levy by distress. The Landlord agrees to provide the Tenant with Sixty (60) days written notice prior to exercising its right of distress.

Landlord's Covenants:

13. The Landlord covenants with the Tenant:

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this

agreement, and subject to the Landlord's right to the use and enjoyment of the remainder of its Property that does not comprise the Premises;

- b. Where reasonably practicable, to provide notice to the Tenant at least twenty-four (24) hours in advance of any use of the Property that may significantly disrupt the use and enjoyment of the Premises by the Tenant, including but not limited to construction activities, floor maintenance/replacement and floor waxing. It is understood that both the Tenant and the Landlord will work together to coordinate schedules to minimize disruptions to both parties and give each party as much additional notice as possible.
- c. To maintain and pay for real property insurance in respect of the Premises;
- d. To provide snow clearing for the parking lot from November 15th to April 1st, if necessary, during the following hours:
 - i. Mondays from 9:30 a.m. to 5:00 p.m.;
 - ii. Tuesdays through Thursdays from 9:30 a.m. to 8:30 p.m. daily;
 - iii. Fridays from 8:30 a.m. to 5:00 p.m.; and
 - iv. Saturdays from 9:30 a.m. to 5:00 p.m.

The Tenant shall be responsible for any snow clearing required outside of these hours.

- e. To provide, throughout the term of this lease, (subject to such other provisions set out in this Agreement regarding payment for utilities), water, heat and electricity; but the Landlord shall not be liable for the failure to provide such utilities when such failure is beyond the Landlord's control.

As Is/Conversion of Premises:

- 14. The Tenant accepts the Premises in the condition existing at the date of signing this Agreement and the Tenant shall be responsible for the cost of any alteration or improvements required in order to use the Premises as an Arts Centre. The Tenant agrees that any improvements made to the Premises by the Tenant shall become the property of the Landlord without any compensation therefor to the Tenant.

Liability and Indemnity:

- 15. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that

may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Premises however caused.

16. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Premises or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.
17. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Premises, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
18. The Tenant agrees to indemnify the Landlord for any damage to the Premises or its furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said premises by reason of the use thereof by the Tenant.
19. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by any other Tenant.
20. The Tenant shall, at all times during occupancy of the Premises, at its own expense maintain in force insurance coverage with respect to the contents of the demised Premises

and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and occupation of the Premises, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:

- a. Tenant Legal Liability with a limit of not less than Two Hundred and Fifty Thousand dollars (\$250,000.00) per occurrence;
- b. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars per occurrence; and
- c. Property insurance sufficient to cover the contents of the Premises.

Every policy or policies of insurance maintained by the Tenant shall name the Landlord an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the Landlord prior to the Tenant occupying the premises and confirmation of continued coverage provided annually on the anniversary of signing this agreement and at such other times as required by the Landlord within five (5) days of request of the Landlord. The Tenant shall, on request of the Landlord, increase the policy limits on the aforementioned insurances on ninety (90) days' notice.

21. The Landlord shall indemnify the Tenant against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of the Landlord or any agent, contractor, servant, employee or licensee of the Landlord, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.

Notices:

22. 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 Landlord to:

Melissa Wiklund, City Manager
 City of Corner Brook
 P.O. Box 1080
 Corner Brook, NL
 A2H 6E1

- b. In the case of notice to the Tenant to:

David Smallwood, Director
 Corner Brook Arts Centre Association Inc.
 5 Park Street, Unit 101

Corner Brook, NL
A2H 6E1

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 (5th) business day, excluding Saturdays, next following the date of mailing.

General:

- 23.
- a. No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this Agreement at any time shall affect the Landlord's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
 - b. No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
 - c. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.
 - d. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.
24. It is agreed that whenever a party is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or of any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, including but not limited to the Property becoming unfit to be utilized for the purposes for which it is being leased, the party is relieved from the fulfillment of the obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.
25. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.

26. 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 up to the date of such termination but not been properly satisfied or discharged.
27. 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 agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Premises and which may be modified only by further written agreement under seal.
28. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
29. The provisions of this indenture shall be binding upon and enure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.
30. All Payments under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer:

Director of Finance and Administration
City Hall
P.O. Box 1080
Corner Brook, NL
A2H 6E1

31. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
32. Words importing the singular number shall include the plural and vice versa.
33. 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.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

SIGNED SEALED AND DELIVERED
this __ day of _____, 2017 by
The Tenant in the presence of:

Witness

Director

Witness

Director

SIGNED SEALED AND DELIVERED
this __ day of _____, 2017 by
The Landlord in the presence of:

Witness

Mayor

Witness

City Clerk

Schedule "C"

NOTICE TO QUIT

Corner Brook City Council (CBCC) hereby gives notice to *Corner Brook Arts Centre Association Inc. (CBACA)* to quit occupation of the Premises known as civic address #5 Park Street, 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 CBCC and CBACA dated _____.

Dated this ___ day of _____, 20__.

Signed on behalf of CBCC by:

City Manager-City of Corner Brook