



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 June 12, 2023 at 7PM. City Hall Council Chambers.

CITY CLERK

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11 IN CAMERA SESSION IMMEDIATELY FOLLOWING REGULAR MEETING

12 ADJOURNMENT

The meeting adjourned at

Land Acknowledgement

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

MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 15 MAY, 2023 AT 7:00 PM

PRESENT:

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

Absent with regrets: Councillor C. Pender, Councillor P. Keeping, D. Burden, Director of Public Works Water and Wastewater.

23-55 Land Acknowledgement

Deputy Mayor Chaisson read the land acknowledgement.

23-56 Approval of Agenda

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

23-57 Approval of Minutes- Committee of the Whole May 1, 2023

On motion by Councillor V. Granter, seconded by Deputy Mayor L. Chaisson, it is RESOLVED to approve the Minutes of the Committee of the Whole Meeting of May 1, 2023. MOTION CARRIED.

23-58 Business Arising From Minutes

Councillor B. Griffin requested an update on a previous question regarding public in the scrum area. The City Manager advised that the practice is that the public is not permitted in the scrum area (Hutchings Room), however there is no policy.

Deputy Mayor L. Chaisson requested for the Director of Community Services, Engineering, Development and Planning to bring back an update to council on all change orders and budget information for the new recreation centre.

23-59 Proclamations and Events

The Mayor announced that the following proclamations were recognized:

- May was declared Provincial Francophonie month;
- May was declared MS Awareness month;
- May was declared Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness month;
- May 7-13 was declared Corrections Week; and
- May 12 was declared Fibromyalgia Awareness Day.

23-60 17-RNC-24-00002 - Retaining Wall - Curling Street

On motion by Councillor P. Gill, seconded by Councillor V. Granter, it is RESOLVED that the Council of the City of Corner Brook accept cost-shared funding as outlined in the Department of Transportation and Infrastructure project approval letter dated May 8, 2023. Project number 17-RNC-24-00002, Retaining Wall - Curling Street with a total project value of \$1,500,000. This Council agrees to provide the Ultimate Recipient share value of \$453,372 in funding for this project under the Investing in Canada Infrastructure Program.

It is FURTHER RESOLVED to authorize the Mayor and City Manager to sign the Municipal Infrastructure Funding Agreement with the Department of Transportation and Infrastructure on behalf of the City of Corner Brook. MOTION CARRIED.

23-61 Plumbing Services for City Buildings, Contract 2023-10

On motion by Councillor B. Griffin, seconded by Deputy Mayor L. Chaisson, it is RESOLVED that the Council of the City of Corner Brook award the tender to R&R HVAC and Controls Ltd. for the Tender price of \$22,540.00 (HST included) for the Plumbing Services/Maintenance for Buildings (2023-10). MOTION CARRIED.

23-62 Standing Offer - Hired Equipment Services, Contract 2023-08

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is RESOLVED that Corner Brook City Council accept staff's recommendation to accept the quotations for Hired Equipment Services as stated in the attached document for a seven-month period (May 22nd, 2023 to December 21st, 2023) on a standing offer basis. MOTION CARRIED.

23-63 Regional Recreation Center - Change Order No. 39

On motion by Deputy Mayor L. Chaisson, seconded by Councillor V. Granter, it is RESOLVED that the Council of the City of Corner Brook approve Change Order No. 39 between the City of Corner Brook and Pomerleau Inc. for the increase of \$39,791.36 (HST Included) for the Corner Brook Regional Recreation Center MOTION CARRIED.

23-64 Lundrigan Drive Land Sale Process

Councillor Gill provided a report regarding the Request for Proposal process for land on Lundrigan Drive. The item was moved to an in-camera meeting following the conclusion of the Regular Meeting.

23-65 Discretionary Use - 11 A Tudor Street - Home Based Business Office

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business office at 11 A Tudor Street in accordance with Regulation 11 - Discretionary Powers of Authority. MOTION CARRIED.

23-66 ATV Street Access for a Special Event

On motion by Councillor V. Granter, seconded by Councillor P. Gill, it is RESOLVED that pursuant to Section 201 and 202 of the City of Corner Brook Act, 1990 and Section 7 of the Recreational Vehicle Regulation 2022 and all other enabling powers, the Council of the City of Corner Brook hereby permits All-Terrain Vehicles to operate on all its City streets with exception of the following:

1. Any portion of the Lewin Parkway or TCH;
2. A portion of O'Connell Drive from the intersection of Bliss Street to the intersection of Mt. Bernard Avenue;

for the dates of July 28th - August 6th, 2023 from 7am to 10pm daily, so to support the City's Jigs & Wheels Festival. MOTION CARRIED.

23-67 Notice of Motion--Recreational Vehicle Regulations (2022) Amendment

Councillor Granter provided a Notice of Motion regarding Recreational Vehicle Regulations (2022) Route Change Amendment.

Notice is hereby given that at the Public Council Meeting on June 12th, 2023 the following motion will be brought forward for consideration

Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 15 of the Off-Road Vehicles Act, and all other enabling powers, the Council of the City of Corner Brook hereby repeals Schedule A (June 15th, 2022) of the Recreational Vehicle Regulations (2022) and replaces with Schedule A (May 15th, 2023).

ADJOURNMENT

The meeting adjourned at 7:38 p.m.

 City Clerk

 Mayor



Information Report (IR)

Subject: Proclamations and Events

To: Jessica Smith
Meeting: Regular Meeting - 12 Jun 2023
Department: City Manager
Staff Contact: Gloria Manning, Administrative Assistant to the City Manager
Topic Overview: The City of Corner Brook routinely receives requests from various organizations to recognize significant days, weeks, and months.
Attachments: [PW Week Proc 2023](#)
[Pride Month Proclamation 2023](#)
[june-RECmonth-PROCLAMATION-municipal-2023](#)
[ALS Awareness Month](#)

BACKGROUND INFORMATION:

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

- **May 21-May 27 was declared National Public Works Week-** public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Newfoundland & Labrador.
- **June was declared Pride Month-** celebrating Pride Month helps spread awareness and visibility of the 2SLGBTQIA community.
- **June was declared Recreation Month-** recreation enhances quality of life, active living and lifelong learning, helps people to live happier and longer, develops creativity, and builds healthy bodies and positive lifestyles.
- **June was declared ALS Awareness Month-** Amyotrophic lateral sclerosis (ALS) is a terminal disease of progressive paralysis that eventually leads to the loss of the ability to move, speak, and breathe.

Legislative Assistant
 Administrative Assistant to the City
 Manager

Approved - 05 Jun 2023
 Approved - 07 Jun 2023

City Manager



National Public Works Week
May 21 – 27, 2023
“Connecting the World Through Public Works”

Provincial Proclamation

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Newfoundland & Labrador; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees from provincial and municipal governments and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Canada to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association and Canadian Public Works Association be it now,

RESOLVED, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby designate the week May 21 – 27, 2023 as National Public Works Week; I urge all our people to join with representatives of the Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Corner Brook to be affixed,

DONE at the City of Corner Brook this 24 day of May 2023.

Jim Parsons
Mayor

NEWFOUNDLAND.CPWA.NET



PRIDE MONTH 2023

Official declaration by the City of Corner Brook that June,
2023 shall be designated as *Pride Month 2023*.

WHEREAS the *Canadian Human Rights Act* recognizes that no discrimination on the basis of sex, sexual orientation, gender identity, or gender expression shall be made;

WHEREAS Newfoundland and Labrador is a society, open to everyone, including all those identifying within the 2SLGBTQIA+ community;

WHEREAS discrimination targeting the 2SLGBTQIA+ community remains present in society despite efforts to the contrary;

WHEREAS there is a widespread general agreement opposing discrimination and violence targeting the 2SLGBTQIA+ community;

WHEREAS celebrating *Pride Month* helps spread awareness and visibility of the 2SLGBTQIA+ community;

THEREFORE, the city of Corner Brook is pleased to declare the month of June 2023 as *Pride Month*;

The decision has been made to declare the month of June, 2023 “PRIDE MONTH”.

Jim Parsons, Mayor

City of Corner Brook

Date

Executive Committee, Corner Brook - Bay of Islands Pride



RecreationNL

Wellness Supporters
make 'you' time



PROCLAMATION RECREATION MONTH

WHEREAS The Community of _____ recognizes that recreation enhances quality of life, active living and lifelong learning, helps people to live happier and longer, develops creativity, and builds healthy bodies and positive lifestyles; and

WHEREAS recreation provides opportunities for personal growth and development for people of all abilities and can be especially helpful to people living with disabilities; and

WHEREAS our parks, open spaces, and trails ensure ecological sustainability, provide space to enjoy nature, help maintain clean air and water, and preserve plant and animal wildlife; and

WHEREAS recreation is an important contributor to community economic development, which creates jobs, fosters tourism, and makes communities more attractive places in which to live, learn, work and play

Therefore, The Community of _____ does hereby proclaim the month of JUNE to be RECREATION MONTH.

Signed this _____ day of _____, 2023 by:

Name of Community

Mayor/Councillor Signature



ALS AWARENESS MONTH

June 2023

WHEREAS, the ALS Society of Newfoundland and Labrador, is dedicated to the fight against ALS and supports those living with ALS; and

WHEREAS, the mission of ALS Newfoundland and Labrador is committed to providing support to ALS clients, their families , and caregivers while helping to find the cause of and a cure for ALS; and

WHEREAS, this month friends, family and supporters of those living with ALS will raise awareness about this devastating disease; and

WHEREAS, in June, walks will be held across Canada to honour loved ones, raise funds for research and improve the quality of life for those afflicted with ALS;

THEREFORE, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim the month of **June 2019 ALS Awareness Month** in Corner Brook.

Jim Parsons, Mayor
City of Corner Brook, NL



Request for Decision (RFD)

Subject: Asphalt Paving Program 2023

To: Darren Charters
Meeting: Regular Meeting - 12 Jun 2023
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Tender Form - Submittal MCI Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook has requested bids to replace asphalt and do road repairs in numerous areas of the City which require intensive repairs and new asphalt. There was an assessment completed by staff to determine a street rehabilitation program.

Tenders for the Asphalt Paving Program 2023-11 closed on May 23, 2023 with one bid received from Marine Contractors Inc. in the amount of \$1,004,180.00 (HST Included)

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council award the Contract for the Asphalt Paving Program 2023-11 to Marine Contractors Inc. in the amount of \$1,004,180.00 (HST Included)

FINANCIAL IMPACT:

Pre-Tender Estimate \$877,737.40 HST Included

Asphalt cost in 2022 was \$205 per tonne, in 2023 the cost is \$240 per ton, which is an increase of 17%

Adjust the quantities to meet the budget

Budget Code: Gas Tax

Finance Type: Budget

Director of Community, Engineering, Development & Planning Approved - 25 May 2023

Administrative Assistant to the City Manager Approved - 05 Jun 2023

 City Manager



GOVERNMENT OF NEWFOUNDLAND AND
LABRADOR TENDER FORM
UNIT PRICE CONTRACT

Tender for: Asphalt Paving Program 2023
Contract # 2023-11

To: City Clerk
City of Corner Brook
2nd Floor, City Hall
P O Box 1080
5 Park Street
Corner Brook, NL A2H 2W8

Gentlemen,

- 1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

One million, Four Thousand, One Hundred and Eighty Dollars and Zero Cents

(\$ 1,004,180.00) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes , including HST, in force at this date, except as otherwise provided in the tendering documents.

- 2. The Work will be substantially performed within 30 (thirty) working days from the date of notification of award of contract.

- 3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders

- (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or
- (b) a Certified cheque in the correct amount.

In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--
- (a) execute the Standard Form of Construction Contract;
 - (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
 - (c) complete substantially all the work included in the contract within the time and under conditions specified.
5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposed of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.
8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.

WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

- 9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
- 10. WE hereby acknowledge receipt of the following
addenda: Addendum No.

Addendum No.
- 11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

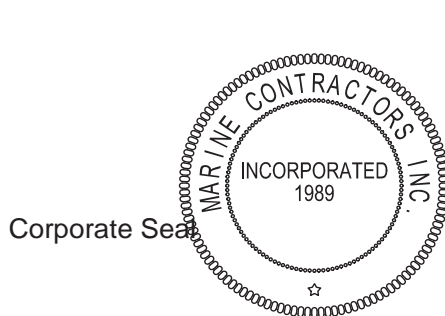
SIGNATURE OF TENDERER

Firm Name: Marine Contractors Inc.

Address: 4 White Lakes P.O. Box 640 Road Corner Brook, NL

Postal Code: A2H 6G1 E-Mail info@marinecontractors.ca

Ph # 709-639-2330 Fax # 709-686-5237



Signing Officer

Signing Officer

APPENDIX "A"
TENDER PRICE TABLE

Schedule of Quantities and Prices

No.	Tender Item Description	Unit	Quantity	Unit Price	Amount
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p style="text-align: center;">SEE APPENDIX "A" SCHEDULE OF QUANTITIES AND PRICES</p> </div>					
SUB TOTAL TENDER AMOUNT					
HARMONIZED SALES TAX (HST)					
TOTAL TENDER AMOUNT (Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)					

Notes:

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

Appendix “B”

List of Sub-Contractors

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in “own forces” in the ‘Company Name’ column. “By own forces” will be acceptable only if approved by the owner in writing prior to tender close. Requests for approval of “By own forces” must be submitted 14 days before tender close.

This appendix was completed and submitted by:

Name _____

Address _____

Dated, _____, and is an integral part of the Tender Form for Project

And shall be submitted as part of the Form of Tender.

<i>information in this column to be supplied by owner</i>		<i>information in this column to be supplied by</i>	
Work	Category: Sub-contractor or Manufacturer or Supplier	Company Name	Address

For each category identified in the table above work experience references may be required by the owner

The Quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligation and liabilities under the contract. Do not include taxes in unit or lump sum prices, taxes due to be added on the last page of this schedule as indicated on the bottom. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
DIVISION 1					
1010	<u>Mobilization & Demobilization</u> <i>(not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of item a. "sub-total" on last page)</i>	L.S.	Unit	\$ 10,000.00	\$ 10,000.00
DIVISION 1					
1580	<u>Projects Signs & Signposts & Installation</u>				
1	Project Sign	L.S.	1	\$ 1,500.00	\$ 1,500.00
DIVISION 2					
2547	<u>Asphalt Tack Coat</u>				
1	Supply and Placement of Asphalt Tack Coat	m ²	17800	\$ 3.00	\$ 53,400.00
2552	<u>Hot Mix Asphalt Concrete Paving</u>				
Asphalt Concrete					
1	Base Course	tonnes	200	\$ 240.00	\$ 48,000.00
2	Surface Course	tonnes	2200	\$ 240.00	\$ 528,000.00
2574	<u>Reshaping & Patching Asphalt Pavement</u>				
1	Patching of Asphalt Pavement	m ²	100	\$ 105.00	\$ 10,500.00
2	Removal of Asphalt Pavement - Reprofilling	m ²	17800	\$ 8.00	\$ 142,400.00
3	Cutting of Asphalt Pavement	m	200	\$ 20.00	\$ 4,000.00
4	Channel Cut	m	430	\$ 10.00	\$ 4,300.00
2601	<u>Manholes, Catch Basins, Ditch Inlets & Valve Chambers</u>				
Reconstruct & Adjustment Utilities to Grade & Alignment					
1	Manholes - Adjust Existing	Each	10	\$ 1,750.00	\$ 17,500.00
2	Manholes - Adjust with Mechanical Riser Ring	Each	4	\$ 1,750.00	\$ 7,000.00
3	Manholes - New Standard Manhole Frame and cover	Each	5	\$ 2,000.00	\$ 10,000.00
4	Manholes - New Self Adjustable Manhole Frame and cover	Each	1	\$ 3,100.00	\$ 3,100.00
5	Catch Basins - Adjust Existing	Each	10	\$ 1,000.00	\$ 10,000.00
6	Catch Basins - Adjust with Concrete Ring	Each	5	\$ 1,400.00	\$ 7,000.00
7	Valve Box - Adjust Only	Each	15	\$ 800.00	\$ 12,000.00
8	Valve Box - New Cover and Sleeve	Each	5	\$ 900.00	\$ 4,500.00
A. Subtotal					\$ 873,200.00
B. H.S.T 15% of A					\$ 130,980.00
C. Grand Total					\$ 1,004,180.00
(Carry Forward to Page 1 of Tender Form)					



Request for Decision (RFD)

Subject: Asphalt Paving Consulting Fee Request 2023

To: Darren Charters

Meeting: Regular Meeting - 12 Jun 2023

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [Redacted - City of Corner Brook 2023 Paving Program AllRock Consulting](#)

BACKGROUND INFORMATION:

The City of Corner Brook requires inspection services for the 2023 asphalt paving season, these services comprise on-site inspections, reporting and quality assurance of the construction. This proposal covers consulting services of AllRock Consulting Ltd. and their duties, rights and obligations as related to asphalt paving inspection services.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook approve the Consultant Fee Proposal from AllRock Consulting Ltd. in the amount of \$38,433.00 (HST Included), for consulting services related to Asphalt Paving Program 2023 Inspection Services.

Director of Community, Engineering, Development & Planning Approved - 06 Jun 2023

Administrative Assistant to the City Manager Approved - 07 Jun 2023

City Manager



Paving Program 2023

Consultant Fee Request for Quality Assurance Testing,
Monitoring & Inspection Services

May 19, 2023

Mr. Scott Remo, CET

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

Prepared by: AllRock Consulting Ltd.
19B Union Street
Corner Brook, NL A2H 5P9



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Quality Assurance Plan

Introduction

AllRock Consulting Ltd (AllRock) is pleased to present our proposal for Quality Assurance (QA) monitoring and testing services for the City of Corner Brook Paving Program 2023. It is understood that approximately 2,400 tonnes of asphalt will be installed from June to September 2023. AllRock's proposed Project Plan for execution of the required QA monitoring and testing services is presented herein.

1.0 Asphalt QA Monitoring and Testing Services

1.1 Mix Design

AllRock will prepare and submit one Hot Mix Asphalt (HMA) mix design in accordance with the City of Corner Brook's Standard Specifications. AllRock will assess the aggregate materials, asphalt binders, blending sands, mineral fillers and anti-stripping agents proposed to carry out the design of the asphalt mix. The submitted documentation shall be signed and sealed by a Professional Engineering registered to practice in Newfoundland and Labrador. AllRock will follow the Marshall method as outlined in the latest edition of the Asphalt Institute Manual Series No.2 (MS-2). AllRock will conduct all aggregate characteristic properties testing associated with the mix designs. A list of aggregate tests and test methods are outlined below in table 1.

Aggregate Characteristics/Mix Design	Standard	Minimum Frequency (A)
Sampling Sieve	ASTM D 75	Preliminary aggregate testing
Analysis	ASTM C 117, C 136	Preliminary aggregate testing
Soundness (MgSO ₄) Los	ASTM C 88	Preliminary aggregate testing
Angeles Abrasion Micro	ASTM C 131	Preliminary aggregate testing
Deval	ASTM D 6928, D 7428	Preliminary aggregate testing
Petrographic Number	CSA A23.2-15A	Preliminary aggregate testing
Specific Gravity and Absorption, Coarse Aggregate	ASTM C 127	Preliminary aggregate testing
Specific Gravity and Absorption, Fine Aggregate Fine	ASTM C 128	Preliminary aggregate testing
Aggregate Angularity, Method A	ASTM C 1252	Preliminary aggregate testing
Sand Equivalent	ASTM C 2419	Preliminary aggregate testing
Crushed Particles	ASTM D 5821	Preliminary aggregate testing
Stripping Test, Moisture Induced Damage	AASHTO T283 (and visual)	One per mix design formula

1.2. Field

1.2.1 Inspection Services

During placement of base and surface course roadway asphalt, AllRock will complete field inspection services. Inspection will include temperature of asphalt, frequency of delivery, rolling patterns, thickness of asphalt, weather and site conditions. These aspects will be reported daily.

1.2.2 Compaction Testing

Compaction testing will be completed using a nuclear density gauge in accordance with ASTM 2950. One densometer measurement will be completed per 75 tonnes of asphalt and a minimum of five per project/street. Results and any identified deficiencies will be reported on site immediately to the site superintendent or other designated representative and corrective actions will be further reviewed for conformance.



1.2.2 Coring

Cores will be obtained every 150 tonnes with a minimum of three locations per project/street. All cores will be recovered within 48 hours of placement at random locations. The cores will be tested for thickness and compaction and results will be communicated to the City of Corner Brook's representative within 48 hours.

1.3 Laboratory

During placement, AllRock will collect one loose mix sample every 300 tonnes of mix placed, with a minimum of two samples per day. AllRock will complete a Marshall analysis at AllRock's Corner Brook Laboratory. Results will be immediately reported to the site superintendent.

2.0 Fee Proposal

AllRock's QA Monitoring, testing and inspection services will be completed on a part time and as-requested basis, and coordinated by the City of Corner Brook's representative. The work will be invoiced based on rates indicated in the Fee Proposal attached in Appendix A. AllRock will monitor the level of effort throughout the project and update the City of Corner Brook's representative on progress in regards to the total budget.

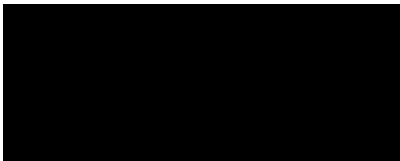
3.0 Project Experience and Resumes

AllRock is a Newfoundland owned and operated firm that was formed in 2018. AllRock has already successfully executed multiple large-scale quality control/quality assurance projects around Newfoundland and Labrador for distinguished clients such as Parks Canada, PCL Construction/Marco Group, the City of St. John's etc. AllRock employees have significant experience in third party testing and inspection and boast a wide range of quality control/ quality assurance backgrounds on major and minor infrastructure projects. AllRock is proud to say that it's employees have been completing asphalt projects in the City of Corner Brook successfully for years. Each proposed team member for this project has completed asphalt testing for the City of Corner Brook throughout their career. Appendix B outlines Key Personnel Resumes and past QA experience on similar projects for proposed project personnel.

4.0 Closure

AllRock appreciates the opportunity to submit this offer. If you have any questions, please contact the undersigned.

Thank you.



40.4(g)(i)

AllRock Consulting Ltd.

Scott Allen, P. Eng.

Project Manager

1 (709) 660-1696

Scott.Allen@allrockconsulting.com



Appendix A: Fee Proposal

CONSULTANT FEE PROPOSAL

Project Name	Asphalt Paving Program 2023
Project Representative	Scott Remo
Firm	AllRock Consulting
Date Submitted	5/19/2023

Consultant Fee Proposal

Line Item	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	NEW ASPHALT MIX DESIGN	EA	1	3250.00	3250.00
2	Moisture Damage Assessment	EA	1	850.00	850.00
3	Petrographic Analysis ASTM C295-12	EA	1	530.00	530.00
4	Los Angeles Abrasion ASTM C131-06, C535-12	EA	2	250.00	500.00
5	Specific Gravity – Coarse Aggregate	EA	1	80.00	80.00
6	Specific Gravity – Fine Aggregate	EA	1	155.00	155.00
7	Fractured Particles ASTM D5821-13	EA	1	100.00	100.00
8	Soundness – Fine or Coarse ASTM C88-13	EA	1	250.00	250.00
9	Sand Equivalent ASTM D2419-09	EA	1	150.00	150.00
10	Fine Aggregate Angularity	EA	1	100.00	100.00
11	Moisture Content ASTM D2216-10, C566-13	EA	2	25.00	50.00
12	Grain Size Sieve Analysis ASTM C117-13, C136-06	EA	2	135.00	270.00
13	Absorption of Aggregate (Coarse) ASTM C127-12	EA	1	0.00	0.00
14	Absorption of Aggregate (Fine) ASTM C128-12	EA	1	0.00	0.00
15	FULL MARSHALL TEST	EA	15	375.00	5625.00
16	Asphalt Cores : Sampling, Testing & Reporting ASTM D5361-11, 3549-11	EA	36	85.00	3060.00
	Granular and Concrete Testing				
17	Standard Proctor Density Testing	EA	2	195.00	390.00
18	Concrete Slump Test	EA	2	0.00	0.00
19	Concrete Air Entrainment Test	EA	2	0.00	0.00
20	Concrete Compressive Strength of Cast Cylinders (set of 3)	EA	2	105.00	210.00
21	FIELD REPRESENTATION Field-based services	PER HR	200	85.00	17000.00
22	Standby Hours (Provisional)	PER HR	10	85.00	850.00

CONSULTANT FEE PROPOSAL

Project Name	Asphalt Paving Program 2023
Project Representative	Scott Remo
Firm	AllRock Consulting
Date Submitted	5/19/2023

	SUBTOTAL	33420.00
	HST	5013.00
	TOTAL	38433.00

CONSULTANT FEE PROPOSAL

Project Name	Asphalt Paving Program 2023
Project Representative	Scott Remo
Firm	AllRock Consulting
Date Submitted	5/19/2023

Hourly Rates for this Project		
Additional work or changes in scope may occur. Please provide hourly rates for all discipline staff that will be assigned to this project and the fee for any additional work on an hourly basis. These fees will be in force for the entire duration of the project. Changes to the project team shall not be made without written approval from The City of Corner Brook.		
Professional	Rate	Assigned Team member
Senior Engineer	135.00	Brett Evans
Intermediate Engineer	105.00	Scott Allen
Junior Engineer	95.00	Nick Groves
Senior Architect	Not Applicable	Not Applicable
Architect	Not Applicable	Not Applicable
Architect Intern	Not Applicable	Not Applicable
Senior Technologist	90.00	Wayne Ball
Intermediate Technologist	85.00	Brad Young
Junior Technologist	85.00	Ben King
Senior Technician	90.00	Wayne Ball
Intermediate Technician	85.00	Brad Young
Junior Technician	85.00	Ben King
Administrator	60.00	Ashlee Gerlock
Other:		

Schedule
<input checked="" type="checkbox"/> We have resources available to complete the design within the prescribed schedule. <input checked="" type="checkbox"/> We propose the following schedule: Work to be completed by the Fall of 2023 on a basis of a five day work week. (5 days on, 2 days off)
Addendum
<input checked="" type="checkbox"/> We acknowledge receipt of Select Number of Addendums addendums issued for this project.

CONSULTANT FEE PROPOSAL

Project Name	Asphalt Paving Program 2023
Project Representative	Scott Remo
Firm	AllRock Consulting
Date Submitted	5/19/2023

Other Comments

Please fill out the following form, naming one person to be the Consultants contact for the Consultant Fee Request process and for any clarifications or communication that might be necessary.	
Consultant Contact Name and Title:	Scott Allen ,P. Eng – Director
Consultant Contact Phone:	1-709-660-1696
Consultant Contact Email:	Scott.allen@allrockconsulting.com
Consultant Street Address:	19B Union Street
City, Province/State:	Corner Brook, NL
Postal Code:	A2H 5P9
Phone Number:	1-709-660-1696

Consultant Representative

Scott Allen P. Eng

Name

Signature
Project Manager

Title



Appendix B: Similar Projects and Key Personnel



Project Reference:
Corner Brook Healthcare
Asphalt Project

End Client
Marco/PCL Group

Project Location
Corner Brook, NL

Project Reference
Garry Smith
(Marco Group)
689-9470

Project Type
Asphalt Testing
Major Building
Construction

- Services**
- Geotechnical Analysis/Inspection
 - Asphalt Testing
 - Aggregate Testing
 - Concrete Testing

Duration
Start Date: April 2017
End Date: Ongoing

Key Project Staff Role
Scott Allen
Project Manager

Andrew Dornan
Technician Manager

Wayne Ball
Lead Technician

Project Description

At a total combined construction cost of over \$1 Billion dollars, Corner Brook's Acute Care Hospital and Long-Term Care Center are state of the art medical facilities that will bring critical health services to the Western and Northern regions of Newfoundland and Labrador. AllRock was selected by the eighth biggest construction company in North America, PCL Group, as the Geotechnical and Materials third party testing and inspection services for the project.

AllRock Role

AllRock began the project by providing an initial Geotechnical Investigation to PCL in order to understand the local geotechnical soil conditions of the site. This investigation aided in the design of the proposed facilities. AllRock's next step was to confirm the geotechnical bearing requirements for the structures were being met during construction. This required review of each foundation area by experienced geotechnical personnel. AllRock ensured that soil bearing requirements were met by following proper soil preparation procedures. Once foundation work was completed AllRock's scope of work shifted to materials Quality Control testing of aggregate, concrete and asphalt materials. AllRock requirement multiple technicians and project managers onsite at all times to ensure the client schedule was met and that earthworks, concrete and asphalt subcontractors were completing construction in accordance with requirements outlined by the Owner's Engineer.

Challenges

One major challenge faced by AllRock during this project was the aggressive timeline set by the client. This aggressive timeline meant that multiple aspects of construction were occurring at once and that constant communication and organization were required both internally, and with all parties on the jobsite. AllRock required staff to communicate and work together to ensure testing and inspection for multiple construction activities were covered at any one time. Any deficiencies outlined during inspection would need to be immediately communicated and rectified by the contractor, all the while keeping the Client in the loop.



Project Reference:
Gros Morne National Park
Segment F Rehabilitation

- End Client**
Parks Canada
- Project Location**
Gros Morne National Park, NL
- Project Reference**
Darren Fitzgerald
456-8672
- Project Type**
Asphalt Testing
Major Highway Upgrading
- Services**
 - Asphalt Testing
 - Crusher Control
 - Specialized Aggregate Testing
- Duration**
Start Date: April 2019
End Date: Nov 2019
- Key Project Staff Role**
 - Scott Allen**
Project Manager
 - Wayne Bell**
Technician Manager
 - Bradley Young**
Lead Technician

Project Description
As part of a Federally funded project to upgrade critical infrastructure throughout Gros Morne National Park, AllRock Consulting Ltd was retained to provide Quality Control/Quality Assurance Asphalt and Aggregate testing during a Highway Asphalt rehabilitation project in Gros Morne, NL. With much of the Parks Infrastructure showing signs of ageing, this critical highway stretch was in major need of rehabilitation. This stretch of highway is the main arterial route through the tourist-heavy park and is the only route that connects the population of Newfoundland’s Northern Peninsula, with the rest of the island. It was important that this project be successful as many people, including the local tourist industry depend on this route.

AllRock Role
AllRock Consulting Ltd was selected for this project to perform third party testing and inspection services. AllRock’s role was to ensure that the contractor was producing quality aggregate and asphalt products, in accordance with the Owner’s Engineer specifications.

AllRock staff members were responsible for field and laboratory testing of materials during construction. Staff members first tested the material properties in the mobile materials testing laboratory, then confirmed that the contractor was placing and compacted the materials to project specification. AllRock was regularly called upon to make in-field recommendations and adjustments to the product, in order to ensure testing results met project specifications. AllRock staff followed all ASTM and CSA standards and procedures during testing.

Challenges
One challenge that was posed on AllRock was the remoteness of the project location. Gros Morne National park is a scarcely populated, remote region of Newfoundland. The nearest town of Rocky Harbour only hosts a population of less than 1000, which means general logistics such as travel, lodgings and spare equipment was also difficult to access from the project site. Also, due to the remote location of the project, no cell phone coverage was available. This means that technicians needed to rely on personal experience and professional judgement when making decisions in the field and laboratory.





Request for Decision (RFD)

Subject: Mount Bernard Avenue Reconstruction Change Order No. 1

To: Darren Charters
Meeting: Regular Meeting - 12 Jun 2023

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [Change Order Notice No. 1R3 \(Signed by MCI\) Redacted](#)

BACKGROUND INFORMATION:

Unit rate for the supply and installation of miscellaneous fittings for the connection of the sewer/water services to the mainline system:

- 100mm dia. service connection PVC Inserta Tee
- 150mm Dia. service connection PVC inserta Tee
- 200mm Dia. service connection PVC Inserta Tee
- 250mm Waterline service saddle x 50mm Branch
- 150mm Waterline service saddle x 50mm Branch
- 200mm Dia. Long radius bend
- Pre-Cast Manhole 1800mm Diameter (2.5-3.0m)
- Remove & Reinstall Existing Single Pole Road sign

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council approve Change Order No. 1 for Marine Contractors Inc. for an increase of \$32,332.25 HST Included for the Mount Bernard Avenue Reconstruction.

FINANCIAL IMPACT:

Budget - \$11,442,569.00

Contract Amount - \$10,436,308.65

Budget Code: 17-GI-23-00001

Finance Type: Funding

Director of Community, Engineering, Development & Planning Approved - 18 May 2023

Administrative Assistant to the City
Manager

Approved - 05 Jun 2023

City Manager

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

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March 2022

PROJECT NAME: Mount Bernard Avenue Reconstruction, Corner Brook **DATE:** May 10, 2023

MI PROJECT NO: 17-GI-22-00085 **CHANGE ORDER NUMBER:** 1 (R3)

CONTRACTOR: Marine Contractors Inc.

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

See attached.

.4 EFFECT OF CHANGE ON CONTRACT

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

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

WORKING DAYS: 2 REVISED COMPLETION DATE: TBD

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

No Change

Addition to Contract including HST payable by the Owner \$ 32,332.25

Deduction from Contract including HST payable by the Owner \$

Contractor: [REDACTED]

(Signature)

Transportation and Infrastructure

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

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March 2022

Authorized Contract Amount (A)	\$	10,358,902.15
Change Order Limit (greater of 10% or \$15,000)	\$	1,035,890.22
Previous Change Orders (B)	\$	_____
This Change Order (C)	\$	32,332.25
New Approved Contract Amount (A+B+C)	\$	10,391,234.40

Enter Motion # approving CO (required) _____
 OR, Delegation of Authority (attached) _____

.5 AUTHORIZATION TO PROCEED

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

DATE: May 10, 2023 Consultant: _____
 DATE: _____ Municipality/Owner: _____
 DATE: _____ Regional Engineer: _____
(Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____ Consultant: _____

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

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

.8 ENCLOSED DOCUMENTS

Please attach all back up as supplied by the Contractor for the value of this change order. List below the attachments provided:

A copy of this document signed by the Owner and Consultant, _____

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

Page 3 of 3

March 2022

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

Transportation and Infrastructure

Unit prices for the supply and installation of:

1. 100 mm diameter Service Connection PVC Inserta Tees – Twenty-Five (25)
2. 150 mm diameter Service Connection PVC Inserta Tee – One (1)
3. 200 mm diameter Service Connection PVC Inserta Tee. (Tim Hortons Service) – One (1)
4. 250 mm x 50 mm diameter Waterline Service Saddle – Two (2)
5. 150 mm x 50 mm diameter Waterline Service Saddle – One (1)
6. 200 mm diameter Long Radius Bend – One (1)
7. Pre-Cast Maintenance Hole 1800 mm diameter (2.0 m – 2.5 m) – One (1)
8. Remove and Reinstall Existing Road Signs – Three (3)



QUOTATION

126 EMCO WW MT PEARL
 18 BRUCE ST
 MOUNT PEARL, NL A1N 4T4
 709-747-2626

Quotation number	Quotation date	Date
2001417073	2022-11-28	2022-11-28
Customer PO	Contact	Valid to
	Fred Cowley FCowley@emcoltd.com	2022-12-28

GST/HST Reg#: R101626026
QST Reg#: 1015301364

Invoice address	
MARINE CONTRACTORS INC. PO BOX 62 PASADENA, NL A0L 1K0 16862015 8390062565	
Placed by	Our reference

Delivery address	
MARINE CONTRACTORS INC. 4 WHITE LAKES ROAD CORNER BROOK, NL A0L 1K0 16862015 8390062565	
Delivery terms	Delivery method
UNSPECIFIED	Day & Ross
PST License	Delivery spec

Line	Item number	Name	Quantity	U/M	Sales price	U/M	Discount %	Amount
1	6458083	6x2CC BR2S SDL 684-745	1	EA	229.00	EA	NET	229.00

Terms and conditions
 Prices are subject to change without notice. Payment net 30 days unless otherwise stated. Orders may require a deposit and may not be cancelled without prior written approval. All deposits and down payments are non-refundable. A cancellation charge may apply on cancelled orders. No returns without prior written approval. A minimum handling charge of 25% will apply to goods returned. All goods quoted are subject to prior sale. Any warranty solely as per terms of applicable manufacturer warranty, vendor makes no warranties, express or implied, regarding any goods sold. Only vendor's terms and conditions of sale apply to this order, regardless of any customer terms. See emco.ca/terms-and-conditions-of-sale/ for full terms and conditions of sale.

Accepted by: _____ Date: _____

Net order value		\$229.00
GST/HST		\$34.35
PST/QST		\$0.00
Order total		\$263.35
Total	C A D	\$263.35



QUOTATION

126 EMCO WW MT PEARL
18 BRUCE ST
MOUNT PEARL, NL A1N 4T4
709-747-2626

Quotation number	Quotation date	Date
2001416858	2022-11-28	2022-12-02
Customer PO	Contact	Valid to
	Fred Cowley FCowley@emcoltd.com	2022-12-28

GST/HST Reg#: R101626026
QST Reg#: 1015301364

Invoice address	
MARINE CONTRACTORS INC. PO BOX 62 PASADENA, NL A0L 1K0 16862015	
8390062565	
Placed by	Our reference

Delivery address	
MARINE CONTRACTORS INC. 4 WHITE LAKES ROAD CORNER BROOK, NL A0L 1K0 16862015	
14 8390062565	
Delivery terms	Delivery method
UNSPECIFIED	Day & Ross
PST License	Delivery spec

Line	Item number	Name	Quantity	U/M	Sales price	U/M	Discount %	Amount
2	ZX4	100mm DR35 off 200mm DR18 C900 Tee	25	EA	965.63	EA	NET	24,140.75
3	ZX4	100mm Inserta Tee for PVC off 200mm DR18	25	EA	269.00	EA	NET	6,725.00

Terms and conditions
Prices are subject to change without notice. Payment net 30 days unless otherwise stated. Orders may require a deposit and may not be cancelled without prior written approval. All deposits and down payments are non-refundable. A cancellation charge may apply on cancelled orders. No returns without prior written approval. A minimum handling charge of 25% will apply to goods returned. All goods quoted are subject to prior sale. Any warranty solely as per terms of applicable manufacturer warranty, vendor makes no warranties, express or implied, regarding any goods sold. Only vendor's terms and conditions of sale apply to this order, regardless of any customer terms. See emco.ca/terms-and-conditions-of-sale/ for full terms and conditions of sale.

Accepted by: _____ Date: _____

Net order value		\$30,865.75
GST/HST		\$4,629.86
PST/QST		\$0.00
Order total		\$35,495.61
Total	C A D	\$35,495.61



126 EMCO WW MT PEARL
 18 BRUCE ST
 MOUNT PEARL, NL A1N 4T4
 709-747-2626

GST Reg# R101626026
QST Reg# 1015301364

ORDER CONFIRMATION

Order number	Order date	Last print dt
6003070175	2022-08-31	2022-11-28
Your order no		Salesperson
25089		Zachary Murphy zmurphy@emcoltd.com

Invoice address	
MARINE CONTRACTORS INC. PO BOX 62 PASADENA, NL A0L 1K0 16862015	
8390062565	
Your ref 1	Our reference
MARK	

Delivery Address	
MARINE CONTRACTORS INC. 4 WHITE LAKES ROAD CORNER BROOK, NL A0L 1K0 16862015	
14 8390062565	
Delivery terms	Delivery method
SHIPPER PAYS	Sameday/ Commerce Solutions
PST License	

Line	Sf	Item number	Name	Quantity	U/M	Sales price	U/M	Discount %	Amount
1		6048108	600x200MM INSERTA TEE F/SDR	1	EA	487.50	EA	NET	487.50
2		6040145	600x150MM INSERTA TEE F/SDR	1	EA	293.40	EA	NET	293.40

Terms and conditions
 Prices are subject to change without notice. Payment net 30 days unless otherwise stated. Orders may require a deposit and may not be cancelled without prior written approval. All deposits and down payments are non-refundable. A cancellation charge may apply on cancelled orders. No returns without prior written approval. A minimum handling charge of 25% will apply to goods returned. All goods quoted are subject to prior sale. Any warranty solely as per terms of applicable manufacturer warranty, vendor makes no warranties, express or implied, regarding any goods sold. Only vendor's terms and conditions of sale apply to this order, regardless of any customer terms. See emco.ca/terms-and-conditions-of-sale/ for full terms and conditions of sale.

Accepted by: _____ Date: _____

Net order value		\$780.90
GST/HST		\$117.14
PST/QST		\$0.00
Order total		\$898.04
Total	C A D	\$898.04



126 EMCO WW MT PEARL
 18 BRUCE ST
 MOUNT PEARL, NL A1N 4T4
 709-747-2626

GST Reg# R101626026
QST Reg# 1015301364

ORDER CONFIRMATION

Order number	Order date	Last print dt
6003444800	2022-10-17	2022-11-28
Your order no	Salesperson	
25628	Fred Cowley FCowley@emcoltd.com	

Invoice address	
MARINE CONTRACTORS INC. PO BOX 62 PASADENA, NL A0L 1K0 16862015	
8390062565	
Your ref 1	Our reference
MARK *QFC*	

Delivery Address	
MARINE CONTRACTORS INC. 4 WHITE LAKES ROAD CORNER BROOK, NL A0L 1K0 16862015	
14 8390062565	
Delivery terms	Delivery method
UNSPECIFIED	Day & Ross
PST License	

Line	Sf	Item number	Name	Quantity	U/M	Sales price	U/M	Discount %	Amount
1		6458085	10x2CC BR2S SDL 1104-1212	2	EA	326.50	EA	NET	653.00

Terms and conditions
 Prices are subject to change without notice. Payment net 30 days unless otherwise stated. Orders may require a deposit and may not be cancelled without prior written approval. All deposits and down payments are non-refundable. A cancellation charge may apply on cancelled orders. No returns without prior written approval. A minimum handling charge of 25% will apply to goods returned. All goods quoted are subject to prior sale. Any warranty solely as per terms of applicable manufacturer warranty, vendor makes no warranties, express or implied, regarding any goods sold. Only vendor's terms and conditions of sale apply to this order, regardless of any customer terms. See emco.ca/terms-and-conditions-of-sale/ for full terms and conditions of sale.

Accepted by: _____ Date: _____

Net order value		\$653.00
GST/HST		\$97.95
PST/QST		\$0.00
Order total		\$750.95
Total	C A D	\$750.95



QUOTATION

126 EMCO WW MT PEARL
 18 BRUCE ST
 MOUNT PEARL, NL A1N 4T4
 709-747-2626

Quotation number	Quotation date	Date
2001587378	2023-04-19	2023-04-19
Your order no	Contact	Valid to
	Fred Cowley FCowley@emcoltd.com	2023-05-19

GST/HST Reg# : 101626026
QST Reg# : 1015301364

Invoice address	
MARINE CONTRACTORS INC. PO BOX 62 PASADENA, NL A0L 1K0 16862015	
8390062565	
Placed by	Our reference

Delivery address	
MARINE CONTRACTORS INC. 4 WHITE LAKES ROAD CORNER BROOK, NL A0L 1K0 16862015	
14 8390062565	
Delivery terms	Delivery method
UNSPECIFIED	Day & Ross
PST License	Delivery specification

Line	Item number	Name	Quantity	U/M	Sales price	U/M	Discount %	Amount
1	6040414	200MM SDR 45 DEG L/SWP SPG-G	1	EA	966.20	EA	NET	966.20

Terms and conditions
 Prices are subject to change without notice. Payment net 30 days unless otherwise stated. Orders may require a deposit and may not be cancelled without prior written approval. All deposits and down payments are non-refundable. A cancellation charge may apply on cancelled orders. No returns without prior written approval. A minimum handling charge of 25% will apply to goods returned. All goods quoted are subject to prior sale. Any warranty solely as per terms of applicable manufacturer warranty, vendor makes no warranties, express or implied, regarding any goods sold. Only vendor's terms and conditions of sale apply to this order, regardless of any customer terms. See [//emco.ca/terms-and-conditions-of-sale/](http://emco.ca/terms-and-conditions-of-sale/) for full terms and conditions of sale.

Accepted by: _____ Date: _____

Net order value		\$966.20
GST/HST		\$144.93
PST/QST		\$0.00
Order total		\$1,111.13
Total	C A D	\$1,111.13



Request for Decision (RFD)

Subject: Mount Bernard Avenue Reconstruction - Change Order No. 4

To: Darren Charters

Meeting: Regular Meeting - 12 Jun 2023

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [Change Order Notice No. 4 - 21-3090 - Signed by MCI Redacted](#)

BACKGROUND INFORMATION:

Unit Rate for the Supply and Installation of Storm Sewer - Main Line 375mm Dia. C-HDPE. This C-HDPE is a cheaper alternative than the PVX pipe that was initially called up in the Contract. The amount of PVC pipe is being reduced on Change Order #5

PROPOSED RESOLUTION:

Be it resolved for the City of Corner Brook Council to approve Change Order No. 4 for Marine Contractors Inc. for an increase of \$37,477.35 HST included for the Mount Bernard Avenue Reconstruction.

FINANCIAL IMPACT:

Contract Budget - \$11,442,569.00

Contract Amount - \$10,436,308.65

Budget Code: 17-GI-23-00001

Finance Type: Funding

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

Administrative Assistant to the City Manager Approved - 05 Jun 2023

City Manager

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

Page 1 of 3

March 2022

PROJECT NAME: Mount Bernard Avenue Reconstruction, Corner Brook **DATE:** May 23, 2023

MI PROJECT NO: 17-GI-23-00001 **CHANGE ORDER NUMBER:** 4

CONTRACTOR: Marine Contractors Inc.

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

Unit price for the supply and installation of:
213m - Storm Sewer - Main Line - 375 mm dia. C-HDPE

.4 EFFECT OF CHANGE ON CONTRACT

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

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

WORKING DAYS: _____ REVISED COMPLETION DATE: _____

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

No Change

Addition to Contract including HST payable by the Owner \$ 37,477.35

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

Contractor: [REDACTED]

(Signature)

Transportation and Infrastructure

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

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March 2022

Authorized Contract Amount (A)	\$	10,436,308.65
Change Order Limit (greater of 10% or \$15,000)	\$	1,043,630.87
Previous Change Orders (B)	\$	56,787.00
This Change Order (C)	\$	37,477.35
New Approved Contract Amount (A+B+C)	\$	10,530,573.00

Enter Motion # approving CO (required) _____
 OR, Delegation of Authority (attached) _____

.5 AUTHORIZATION TO PROCEED

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

DATE: May 23, 2023 Consultant: _____
 DATE: _____ Municipality / Owner: _____
 DATE: _____ Regional Engineer: _____
(Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____ Consultant: _____

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

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

.8 ENCLOSED DOCUMENTS

Please attach all back up as supplied by the Contractor for the value of this change order. List below the attachments provided:

A copy of this document signed by the Owner and Consultant, _____

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

Page 3 of 3

March 2022

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

Transportation and Infrastructure



PO Box 640, 4 White Lakes Rd
 Corner Brook, NL A2H 6G1
 Ph: 709-639-2330, Fax: 709-686-5237

Email: info@marinecontractors.ca

Change Order Notice 4

Initial Date: April 19, 2023
 Revised Date: May 19, 2023
 Prepared By: Mark Hutchinson

Contract
City of Corner Brook
Mount Bernard Avenue
Reconstruction
17-GI-23-00001

Description of Work & Conditions
Unit Rate for the supply and installation of Storm Sewer - Main Line 375mm C-HDPE.

Description	Qty	Unit	Unit Price	Total
Supply and Installation of Storm Sewer - Main Line - 375mm Dia. C-HDPE	213	m	\$ 153.00	\$ 32,589.00
Notes:				
Quote is valid for 30 days				
Subtotal			\$	32,589.00
H.S.T (15%)			\$	4,888.35
Total			\$	37,477.35



Request for Decision (RFD)

Subject: CB Recreation Centre - CO No. 43 Architectural Wall Infill

To: Rodney Cumby

Meeting: Regular Meeting - 12 Jun 2023

Department: Engineering

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

Topic Overview: Council approval is required to proceed with Change Order No.43 for the final piece of the exterior pool wall rebuild.

Attachments: [Binder1](#)

BACKGROUND INFORMATION:

When it was originally discovered that the exterior pool wall was not reinforced and had to be rebuilt, Council was informed that the work could exceed \$1 million. Since that time, change orders were issued to demolish the existing wall, rebuild of the concrete block section of the wall, installation of the structural steel for the wall and now a change order is required for the architectural infill (siding, insulation, steel studs, etc.). The total cost to replace the wall now stands at \$1,281,089 HST Included.

Understanding that there have been numerous change orders issued for this project, Council has asked staff to prepare a summary of all change orders issued for the project. This summary and breakdown is found in the attached document. The change orders are broken down in the relevant categories which include:

- 1). Changes requested by the City
- 2). Unknown conditions encountered on site (excluding the wall).
- 3). Total cost of the wall demolition and rebuild
- 4). Cost savings developed by the City, the Owner's Advisor (SNC Lavalin) and the contractor.

It is also important to note that the official transfer of the property to MUN by the Government of NL, and the finalization of the lease with MUN, caused a delay of nearly 6 months. The contract was not able to be awarded to Pomerleau until December of 2021. As a result, the original bid submission had expired and the updated price was \$895,000 higher than the original submission.

The project is now stands at \$1,004,533.70 over budget.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook approve Change Order No. 43 (Architectural Wall Infill) between the City of Corner Brook and Pomerleau Inc. for an increase of \$651,585.10 HST Incl. for the Corner Brook Regional Recreation Centre

RECOMMENDATION:

It is the opinion of staff that the Council of City of Corner Brook approve Change Order No. 43 (Architectural Wall Infill) for the amount of \$651,585.10 HST Inc. and as a result, staff recommends Option 1 and that the following motion be supported:

ALTERNATIVE IMPLICATIONS:

Options:

1. That the Council of the City of Corner Brook approve the amended agreement with Pomerleau Inc
2. That the Council of the City of Corner Brook not approve the amended agreement with Pomerleau Inc
3. That the Council of the City of Corner Brook give other direction to Staff.

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

Administrative Assistant to the City Manager Approved - 08 Jun 2023

City Manager

Total Project Funding

PROJECT BUDGET STATUS As of: 2023-06-07

***TOTAL PROJECT FUNDING** \$24,700,000.00

OWNER'S ADVISOR \$502,436.48

DESIGN BUILDER Pomerleau \$21,718,897.17

OTHER (Honarariums) \$150,000.00

SUB TOTAL \$22,371,333.65

HST \$3,333,200.05 No tax for Honararium

TOTAL \$25,704,533.70

% Over/ Under Budget 4.067%

REMAINING BUDGET **-\$1,004,533.70**

* HST Included

OWNERS'S ADVISOR - SNC Lavalin

Oiriginal Contract Value	\$456,108.50
Change Orders	\$46,327.98
Total	\$502,436.48

Number	Description	Cost (HST not Inc.)	Date	Status
1	Geotech Investigation	\$8,037.80	2021-02-03	Approved
2	Site visit to review Existing Conditions	\$949.59	2021-02-26	Approved
3	Increased Contract Negotiation Effort	\$8,313.75	*2021-010-20	Approved
4	Development of CCDC Contract and Review	\$3,061.25	2021-10-06	Approved
5	Exit Loading Study (DSRA)	\$2,571.74	2022-05-10	Approved
6	Increased Effort of Civil Team	\$14,432.60	2022-07-25	Approved
7	Increase effort for Wall Demo / Reconstruction	\$8,961.25	2023-06-06	Approved
Total		\$46,327.98		

Summary and Breakdown of Change Orders

City Requested Changes

Exterior Envelope Upgrades	\$471,728.39
Relocation of EV Charging Stations	\$5,166.07
Dectron Air Handling Unit	\$94,640.68
Daycare Entrance Modifications	\$36,633.94
Parking Lot 6 Storm System Changes	\$12,369.39
Pool Viewing Alternate Location Cancelation	\$12,201.63
Relocation of Existing Electrical Panel	\$7,485.49
Total	\$640,225.59

Unknown Conditions (not including wall)

Relocation of Fiber Op and Communication	\$71,680.73
Existing Damaged Manhole	\$1,686.47
Replacement of ACM Pipe Parking Lot 7	\$5,376.84
Replace Existing Culvert in Parking lot 7	\$15,637.56
Parking Lot 7 Asphalt	\$12,569.03
Building Footprint USM Removal	\$62,155.48
Parking Lot 2 Light Pole	\$3,057.11
Fire Proofing Existing Level 2	\$116,862.22
Rock Backfill	\$72,495.83
Structural Column Remediation 001	\$16,183.31
Rectification of Existing Structural Conditions	\$34,601.18
Structural Column Remediation 002	\$7,175.91
Building Footprint Geo Tech	\$3,426.89
Total	\$422,908.56

Changes to reduce delay claims due to wall demo/construction

Pool Salvage with Nature Curb	\$249,625.01
Construction Pool Salvage with Nature Curb	\$213,043.63
Correction to Nature Curb CO-30	\$35,224.63
Total	\$497,893.27

Exterior Wall Demolition and Rebuild

Exterior Wall Demo	\$261,702.94
Block Wall Reconstruction	\$126,594.36
Masonry Wall Backfill TM 1	\$11,168.23
Masonry Wall Backfill TM 2	\$5,410.97
Masonry Wall Backfill TM 3	\$6,525.48
Exterior Works Fencing	\$4,627.25
Masonry Wall Backfill TM 4	\$12,495.86
Masonry Wall Backfill TM 5	\$12,857.73
Pool Wall Structural Infill	\$106,012.08

Architectural Infill of Rebuilt Wall	\$566,595.74
Total	\$1,113,990.64

Cost Saving Measures

Mechanical Controls Integration	-\$4,255.00
Parking Lot 4 Entrance	-\$31,885.33
Correction of CPD Quote	-\$2,017.29
Deletion of Electronic Trap Seal Primers	-\$2,513.70
Deletion of Daycare Observation Room	-\$2,587.43
Multi Purpose Room Changes	-\$31,513.46
Deletion of Gym Divider	-\$44,986.56
Omission of Level 1 and 2 Windows	-\$5,397.71
Deletion of Wet Sauna	-\$12,633.06
Screen and Projector Substitution	-\$18,145.16
Deletion of Sky Lights in Fitness Centre	-\$10,186.19
Total	-\$166,120.89



Request for Decision (RFD)

Subject: Council Approval to enter into Corner Brook Municipal Habitat Stewardship Expansion Agreement

To: Deon Rumbolt

Meeting: Regular Meeting - 12 Jun 2023

Department: Development and Planning

Staff Contact: Christina Pye,

Topic Overview:

Attachments: [FIGURE 1](#)
[Corner Brook Habitat Conservation Plan Expansion Agreement](#)

BACKGROUND INFORMATION:

The City of Corner Brook signed a municipal habitat stewardship agreement with the province in 2018 (<https://www.samnl.org/cornerbrook>). This agreement seeks to conserve, primarily through applying appropriate provincial and municipal land use management, important wildlife habitat found in the Wild Cove wetlands which contains a number of endangered plants found nowhere else in the province. An associated Habitat Conservation Plan was drafted where it was agreed that additional important wildlife habitat areas exist within the City that could be explored for a potential future agreement expansion.

In the years since the initial agreement signing, the partners have worked on assessing land areas within City planning boundaries leading to the development of the current proposal which would formally expand the City's Agreement to include a new conservation area along the Hughes Brook estuary and expands the existing Wild Cove conservation area. Since signing the original agreement, the City has also become an active member of the Stewardship Association of Municipalities Inc, which supports the province in the implementation of municipal habitat stewardship agreements

By signing this expanded agreement council will publicly commit to the conservation of important wildlife habitat and demonstrate provincial leadership on environmental stewardship to the other 45 municipalities participating in this program and to those currently considering involvement.

IF approved, the identified site will be designated and protected under the goals, terms, and conditions of the Expansion Agreement. The expansion of the Wild Cove conservation area will also require rezoning the expanded areas from Solid Waste/Scrap Yard and Rural zones to Environmental Conservation (See figure 1) as a part of our 2023-2033 Integrated Municipal Sustainability Plan (IMSP).

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook

1. continue to work with the SAM-NL to protect important wildlife habitat in our municipality, and enter into the Expansion Agreement with Stewardship Association of Municipalities Inc as proposed.
2. agrees to rezone the expanded portion of the Wild Cove conservation area from Solid Waste/Scrap Yard and Rural zones to Environmental Conservation as a part of the 2023-2033 Corner Brook IMSP.

GOVERNANCE IMPLICATIONS:

Legislation
 City of Corner Brook Act
 10

RECOMMENDATION:

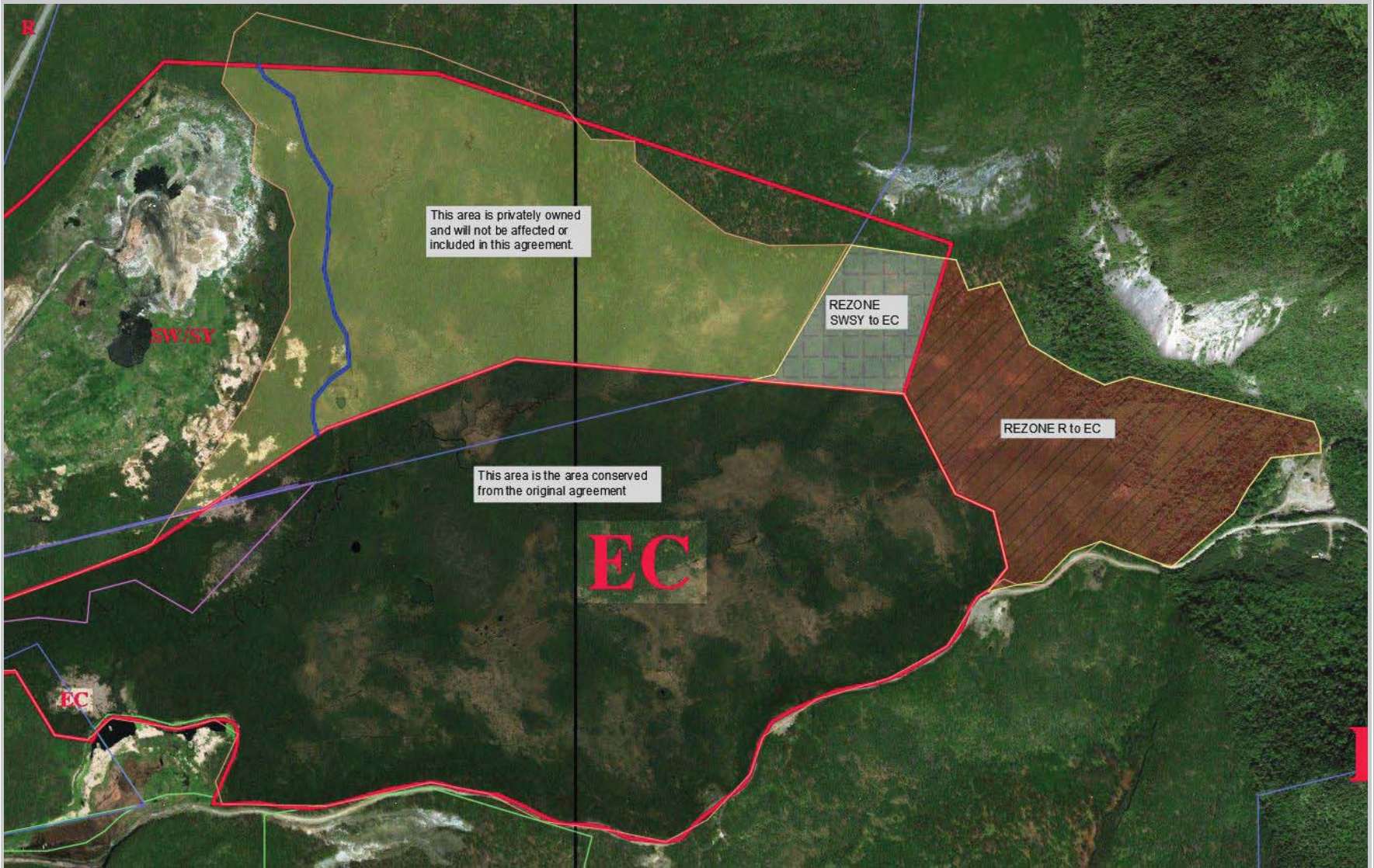
It is recommended to enter into the Expansion Agreement with Stewardship Association of Municipalities Inc as proposed.


ALTERNATIVE IMPLICATIONS:

1. That Council approve the proposed motions as recommended within this RFD.
2. That Council not approve the proposed motions as recommended within this RFD.
3. That the Council of the City of Corner Brook provides other direction to staff.

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

City Manager



 <p>City of Corner Brook Community Services Department Planning Division</p> <p>5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com</p>	<p>PROJECT: Municipal Habitat Stewardship Agreement</p>	<p>NOTES: GREY AND RED HATCHED AREAS ARE BEING CONSIDERED FOR REZONING IN THE 2023-2033 CONER BROOK IMSP, THIS REZONING IS REQUIRED AS A PORTION OF OUR AGREEEEMNT TO CONSERVE THE AREA.</p>	<p>LOCATION: Wild Cove Expansion</p>	
	<p>TITLE: Rezoning Wild Cove Expansion Agreement</p>		<p>PREPARED BY: Christina Pye</p>	
	<p>THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.</p>		<p>DEPARTMENT: Planning</p>	
			<p>DATE: 2023-06-07</p>	
			<p>PAGE: 1 OF 1</p>	<p>VERSION: 1</p>

City of Corner Brook Habitat Conservation Plan- Expansion Proposal



April 2023



Plan Contacts:

City of Corner Brook
5 Park Street
Corner Brook, NL A0K 1A0



NL Eastern Habitat Joint Venture
Department of Fisheries and Land Resources - Wildlife Division
192 Wheeler's Road
P.O. Box 2006
Corner Brook, NL, Canada, A2H 6E1



Stewardship Association of Municipalities Inc (SAM)
36 Partick's Path
Torbay, NL A1K 1J7
samnl.org

Preface

In the province of Newfoundland and Labrador (NL) some of the wildlife habitat that is in greatest danger of being negatively impacted by land use activities is found within municipal planning boundaries. The primary focus of the Eastern Habitat Joint Venture (EHJV) in NL is to conserve such valuable wildlife habitat through Habitat Conservation Agreements. The City of Corner Brook was identified as having ecologically valuable and unique habitat located within its planning area and first signed a Municipal Habitat Stewardship Agreement in 2018 to conserve the Wild Cove Conservation Area.

The intent of this proposed Expansion Agreement (attached as Appendix A) and this Habitat Conservation Plan is to indicate the continuation of the City's support for the long-term conservation of additional areas of important wildlife habitat found within City planning boundaries.

Acknowledgements

We would like to thank the following partners for their support in the continued implementation and activities of the Municipal Habitat Stewardship Program: Stewardship Association of Municipalities Inc, Environment Canada and Climate Change, United States Fish and Wildlife Service, Atlantic Salmon Conservation Foundation and Wildlife Habitat Canada.

Plan Objectives

- (1) To present an assessment of the habitats and wildlife species designated for conservation.
- (2) To recommend protection and enhancement strategies which will maintain and/or increase wildlife use in designated Conservation Areas.
- (3) To describe potential engagement initiatives designed to increase Council and public awareness of the value of 'their' habitat for conserving wildlife.
- (4) To empower Council and City residents to conserve these habitats through informed development decision-making with the support of residents.

Section 1: Habitat Conservation in Newfoundland and Labrador

Background

Human development has resulted in the destruction or alteration of many types of habitats all over the world. The number and diversity of North America's wildlife species has been declining over the latter half of the twentieth century. Natural wildlife habitats are regularly lost to urban, industrial, and agricultural expansion.

Recognizing the importance of habitat conservation to waterfowl populations, in 1986 Canada and the United States (later followed by Mexico) signed the North American Waterfowl Management Plan (NAWMP). This committed these countries to a long-term partnership to protect wetland habitats. Twenty-four 'joint ventures' have been subsequently established across North America to achieve the objectives of NAWMP. The province of Newfoundland and Labrador (NL) formally committed to its participation in the **Eastern Habitat Joint Venture (EHJV)** in 1989.

The **EHJV (ehjv.ca)** conserves, enhances, and restores wildlife habitat for birds found across the six eastern Canadian provinces of Ontario, Quebec, New Brunswick, Nova Scotia, PEI, and NL. Each province implements the partnership slightly differently, with each provincial program coordinated by a separate program manager and involving the cooperation of international partners, including government agencies and non-governmental conservation groups. In NL, the program is administered by the provincial Department of Fisheries, Forestry and Agriculture (Wildlife Division). Other NL partners include the Stewardship Association of Municipalities, Ducks Unlimited Canada, Canadian Wildlife Service (a branch of Environment and Climate Change Canada), Birds Canada, Intervale Associates Inc and the Nature Conservancy of Canada.

As its primary contribution to the EHJV in NL, the provincial Department of Fisheries, Forestry and Agriculture created a "municipal habitat stewardship program" to help municipalities conserve important wildlife habitat found within planning boundaries. The program signs formal agreements with municipalities so that when future land use decisions are made, the value of that wildlife habitat will not be forgotten and that future activities will not have negative impacts on the lands ability to sustain wildlife. Since 1993, over forty five municipalities have signed Municipal Habitat Stewardship Agreements in NL becoming important links in a chain of conservation areas in NL and indeed, across North America (Figure 1).

The City of Corner Brook signed a Habitat Stewardship Agreement in 2018, which seeks to conserve an important fen wetland habitat for wildlife. Since this time, Corner Brook city council and staff have remained committed to this agreement and are an active member of the Stewardship Association of Municipalities Inc.

Through this expansion proposal, the city would agree to the conservation of additional important wildlife habitat found within its planning boundaries. This expanded commitment would also demonstrate the city’s leadership across the province in habitat conservation. It is an opportunity to further foster a community of conservation stewards not just within the City of Corner Brook, but across the province, and acknowledge the important benefits of environmental protection in a public way.

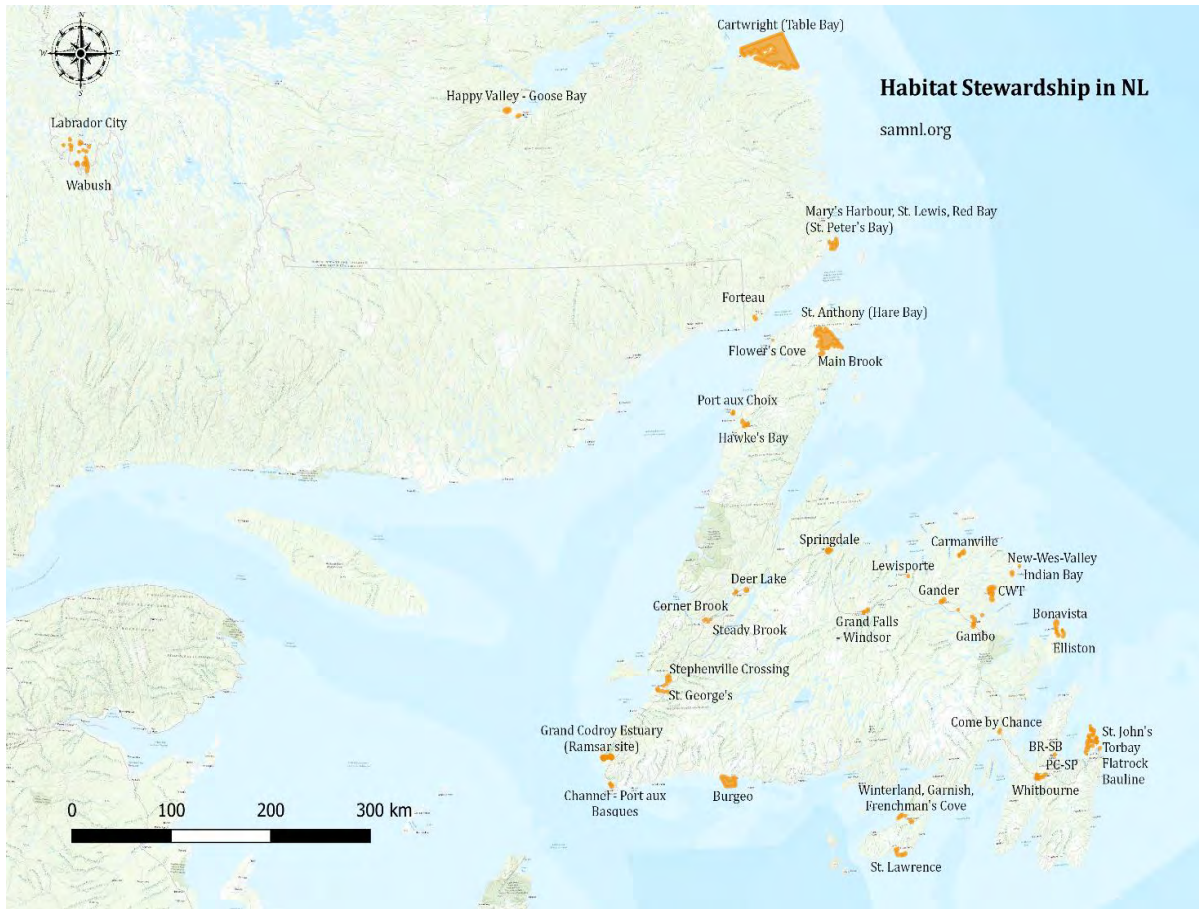


Figure 1: Map of Habitat Conservation Agreements signed in NL.

Section 2: Roles of Habitat Conservation Agreement Signatories

Upon the signing of the expanded Habitat Conservation Agreement for the City of Corner Brook (Appendix 2), each signatory would commit to certain responsibilities. These responsibilities are consistent with, and unchanged from, those already committed to under the 2018 Municipal Habitat Conservation Agreement. However, the agreement would then apply these responsibilities to additional areas of wildlife habitat (Conservation Areas) found within the city's planning boundaries.

The Province: The NL Department of Fisheries, Forestry, and Agriculture, through its Wildlife Division, would be expected to:

- Amend the existing Habitat Conservation Plan in consultation with the City of Corner Brook to include the expanded Conservation and Stewardship Areas.
- Work with the City of Corner Brook on the review of any future developments which would impact the designated Conservation Areas.
- Support Council and local groups in implementing the Habitat Conservation Plan; often with the partners of the NL Eastern Habitat Joint Venture. This can include assisting in carrying out, where appropriate, wildlife and habitat conservation education, restoration, or enhancement projects.

The City: The City of Corner Brook and its Mayor and Council would be expected to:

- Ensure that the designated wildlife habitat areas ("Conservation Areas") are protected from destruction or degradation; the city is to contact the EHJV Program Manager at the Wildlife Division (contact info on Page 2) in a timely manner to allow a 30-day written review of proposed development activities.
- Incorporate the Habitat Conservation Plan concepts into the next Municipal Plan update centrally through appropriate zoning and associated development regulations.
- Implement over time and as opportunities allow the amended Habitat Conservation Plan in the community with the assistance of the NL EHJV partners.
- Participate, as capacity allows, in the activities of the Stewardship Association of Municipalities (SAM) Inc.

Section 3: Wildlife Habitat in the City of Corner Brook

Existing Conservation Areas:

A) Wild Cove Conservation Area

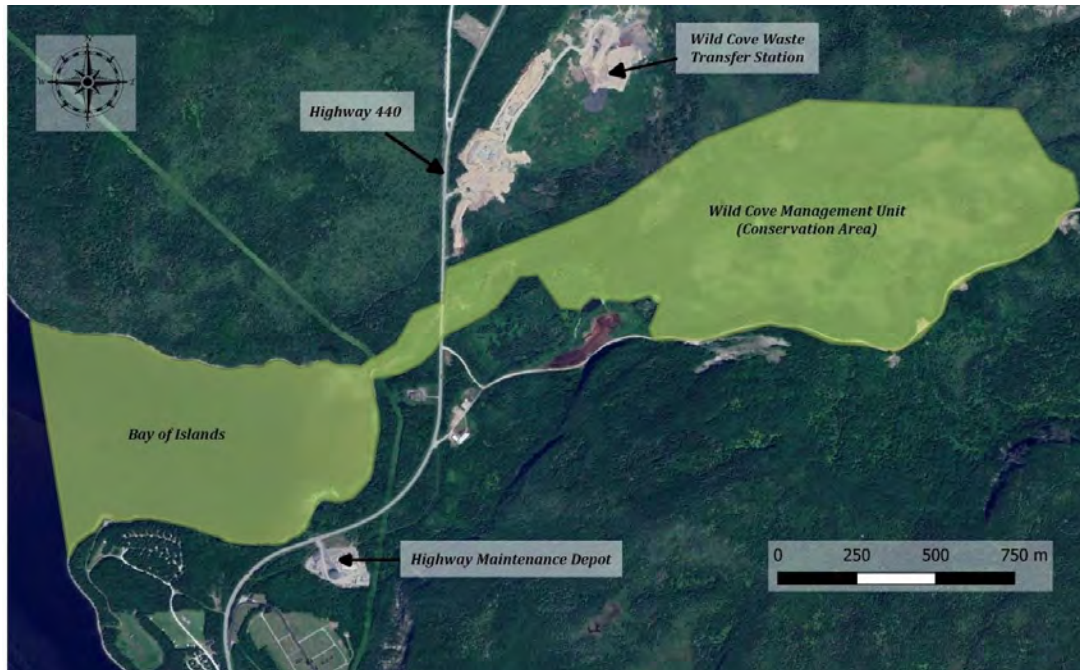


Figure 2: Wild Cove Conservation Area

Located along the North Shore Highway (Hwy 440), the Wild Cove Conservation Area conserves approximately 158 hectares of important wildlife habitat in Corner Brook (Figure 2). Found to the east of the Wild Cove Waste Transfer Station, the Conservation Area's boundary follows the existing municipal land zoning designations, with the southern access road forming the southern boundary (note that the road is excluded from the Conservation Area). The Conservation Area is composed of both a large expanse of the fen itself, Wild Cove Brook, and the outflow and estuary habitat into the Bay of Islands. A 15 metre land-based buffer is to be maintained along the coastal portion of the Conservation Area and along the riparian habitat of the Wild Cove Brook portion. The land-based portion of this Conservation Area is currently zoned Environmental Conservation, while the 15m land-based buffer along the coastal portion is zoned Environmental Protection. The area to the northwest of the Conservation Area is zoned Solid Waste/Scrap metal; the boundaries of the Conservation Area avoid impacting the Waste Transfer Site (formerly the landfill site/disposal site) as well as the Genesis Organic site.

In Wild Cove, it is common to see a wide variety of avian species, including Greater Scaup, Bald Eagles and a various gull species. The online database eBird maintains a list of the species recorded in and around Corner Brook. Further inland, a rare calcareous fen is home to several rare plants Rattlesnake Root (*Prenanthes racemose*), Northern Bog Aster (*Symphyotrichum boreale*), and Showy Ladyslipper (*Cypripedium reginae*). Both Rattlesnake Root and Northern Bog Aster are formally designated as provincially Endangered, in that their only known occurrences in the province are found in Wild Cove fen and the Balls Pond area.

Proposed Conservation Areas

The areas listed below are proposed as new “**Conservation Areas**” to be incorporated within an expanded City of Corner Brook Habitat Conservation Agreement. Municipalities may have many excellent reasons to conserve undeveloped land, including for example, flood risk protection, to buffer waterways, to allow for recreational use, or to buffer residential development. Our primary focus in identifying new habitats for inclusion within an expanded Habitat Conservation Plan is an area’s documented importance to wildlife. With this primary focus in mind, we have undertaken an assessment of the entirety of the city planning boundaries using habitat classification mapping, land use tenure mapping, biodiversity databases, and field-based assessment. We have identified several relatively large intact wetlands, rivers and forested wildlife habitats within city planning boundaries that warrant additional conservation measures as would be provided under an expanded Habitat Conservation Agreement.

Please note that, using our available mapping, we have reviewed existing known crown land allotments in the city which might be near or slightly overlap these proposed Conservation Areas. While every effort has been taken to ensure that these private land allotments are excluded from the proposed Conservation Areas, we urge council to verify that no conflicts of interest remain by screening them against your municipal planning maps.

A) Expansion to Wild Cove Conservation Area

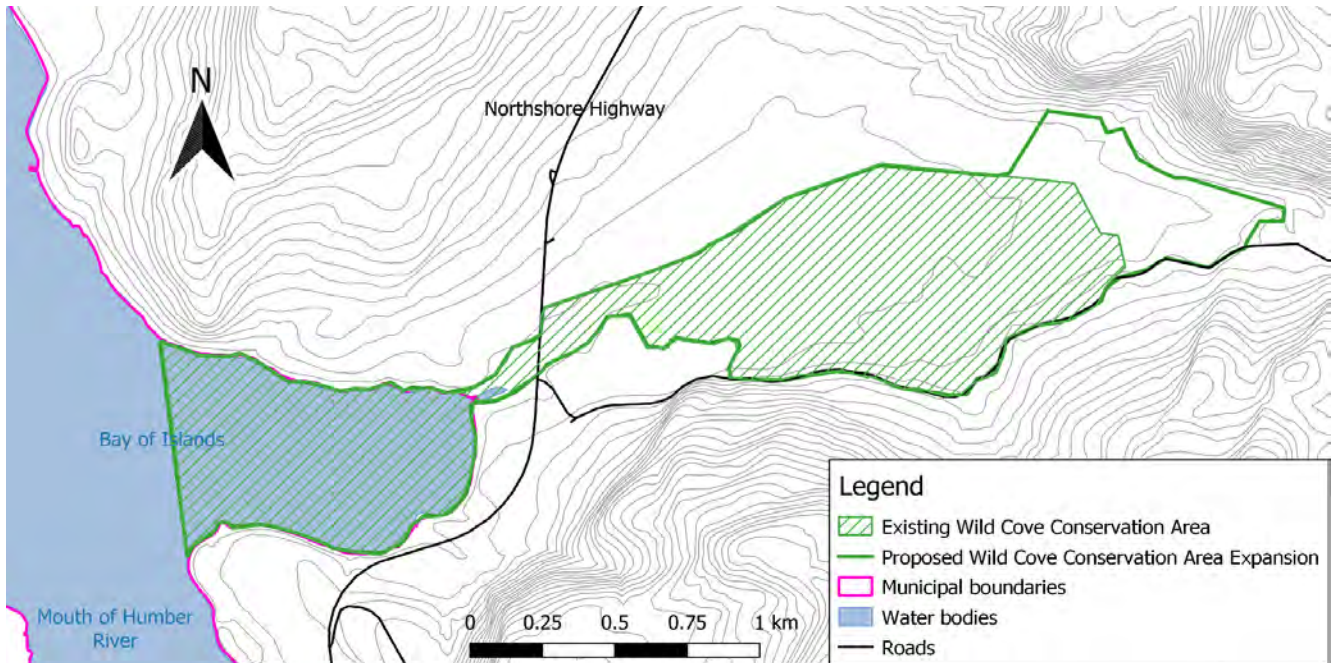


Figure 3: Expanded Wild Cove Conservation Area

Located along the North Shore Highway (Hwy 440), the existing Wild Cove Conservation Area protects approximately 158 hectares of important wildlife habitat in Corner Brook. The expanded area adds an additional 26 hectares to the protected area (184 hectares total- Figure 3). The expansion sits at the Northeastern tip of the existing Conservation Area and is east of the Wild Cove Waste Transfer Station. A forest access road forms the southern boundary, but the road itself is excluded from the proposed Conservation Area.

The additional habitat conserved in the expansion to Wild Cove Conservation Area will support rare Species at Risk and further the conservation of biodiversity in the area. Wild Cove is a rare calcareous fen and home to several rare plants including endangered Rattlesnake Root (*Prenanthes racemosa*), endangered Northern Bog Aster (*Symphotrichum boreale*), and Showy Ladyslipper (*Cypripedium reginae*). Recent surveys of these plants by provincial biologists have demonstrated that their population extends beyond the current boundaries of the currently established Conservation Area. The intent of expanding the Conservation Area is to capture the habitat that these plants inhabit, which is considered critical habitat for Species at Risk. Recognition as a Species at Risk affords them special protection under both the federal Species at Risk Act (SARA) and the provincial Endangered Species Act, "SARA provides that no person shall destroy any part of the critical habitat of a listed species."



Northern Bog Aster (*Symphyotrichum boreale*).

The Conservation Area is bordered to the north by the Wild Cove Waste Transfer Site, a commercial operation which accepts a range of residential and business waste. Local staff members from Municipal Affairs and Environment’s Water Resources Management Division monitor water quality in the fen four times a year. Currently we do not recommend further action be taken beyond the regularly scheduled monitoring work, though every effort should be made to ensure that there is no increased degradation to the water quality of the site.

B) Hughes Brook Estuary Conservation Area

The Hughes Brook estuary is a significant salt and freshwater marsh that encompasses some of the most valuable wildlife habitat within the City of Corner Brook. Home to muskrat, beavers, moose, dozens of songbird and waterfowl species, it is also known breeding habitat for species at risk such as Rusty Blackbird, as well as being a scheduled Atlantic Salmon river.



Rusty Blackbird.



View of the Hughes Brook estuary as it empties into the Bay of Islands.

The City of Corner Brook currently has the landward portions of the Hughes Brook estuary zoned as “Environmental Protection,” and the Conservation Area matches the land-based boundary (Figure 4).

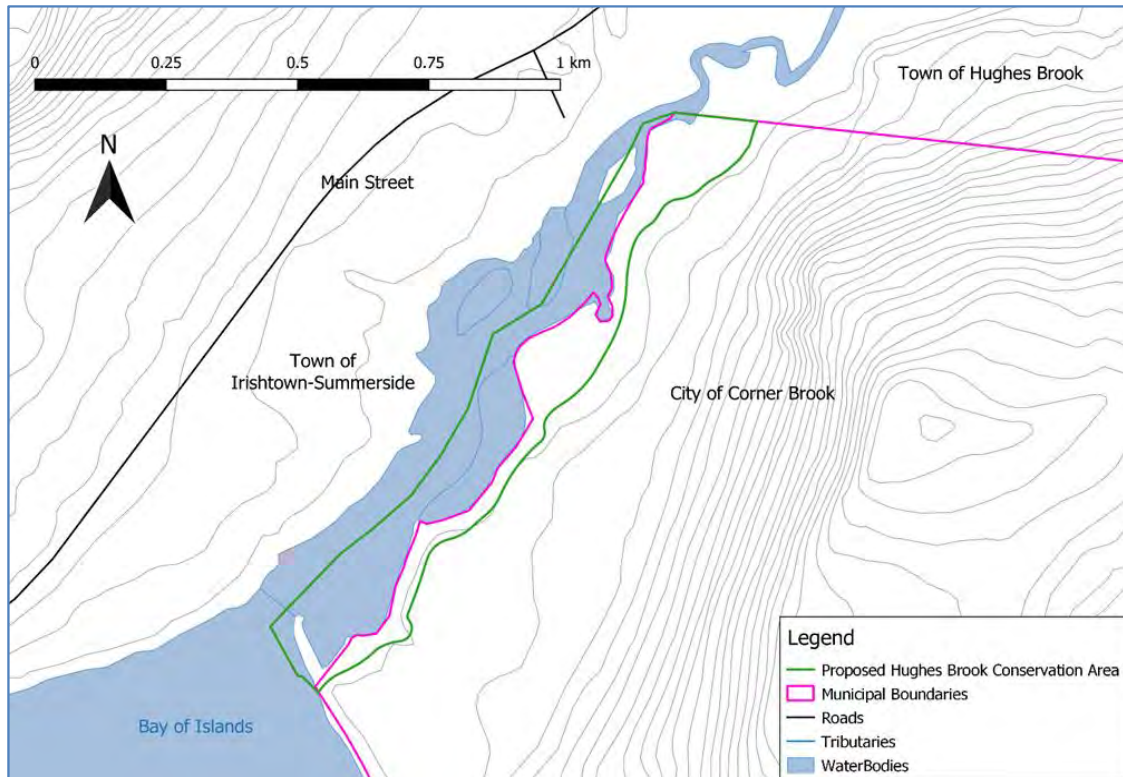


Figure 4: Proposed Hughes Brook Estuary Conservation Area

In recognition of the estuary’s significance, researchers with Grenfell Campus- MUN established the then, Aquatic Centre for Research and Education (ACRE- no longer in operation), on a traditional trail along the Brook. In partnership with local organizations and interest groups, the walking trail and a boardwalk system were further developed. The original trail was ~3 km in length, complete with a lookout, beaver pond blind, and a small picnic area. The first 300m or so of the trail starting at the bridge is within the planning boundaries of the Town of Hughes Brook and then crosses over into Corner Brook’s planning boundaries where the trail is closer to the coastline. The traditional trail on the eastern side of the Brook was fully within the flood zone of the estuary and annual floods, and spring ice scour, made maintaining trail infrastructure (boardwalks etc) in that location difficult. The other side of the Brook is within the Town of Irishtown-Summerside and is on higher ground.

Over the years many environmental projects were undertaken in the Hughes Brook estuary such as releasing salmon parr into the brook and the installation of bird nesting boxes and bat boxes. From a municipal planning perspective, the Brook divides the planning boundaries, centrally between Corner Brook and Irishtown-Summerside, with each town sharing some responsibility for its management, in particular on its riparian edge buffers. Conservation of the area would present a prime opportunity for collaboration between the municipalities of Irishtown-Summerside, Hughes Brook and Corner Brook including potential redevelopment of a recreational walking trail which Irishtown-Summerside is particularly interested in pursuing. There are ongoing discussions with the Town of Irishtown-Summerside and Hughes Brook regarding the conservation of the Hughes Brook waterway and trail system which the City could become involved.

Proposed Stewardship Zones:

The following important rivers/waterways in Corner Brook are proposed as “**Stewardship Zones**”. This designation is significantly different in intent and protection mechanism from the above proposed “**Conservation Areas.**” As a designated Stewardship Zone, the decision-making surrounding approval of any future developments proposed within the Zone remains exclusively within the discretion of council, although subject to any existing municipal plan or development regulation requirements. However, should council wish, the Wildlife Division can provide input on how proposed development might impact a Stewardship Zone, but would do so only at the request of council.

The intent of designating an area as a **Stewardship Zone** is to publicly highlight the environmental values of the area, raise awareness about the important habitat it provides for wildlife, and the ongoing need for sustainable development, while acknowledging that development may occur. Our mutual goal would be to promote the implementation of stewardship practices within an urban developed area, and support residents, commercial and non-profit enterprises, and the community in maintaining quality habitat within the city. SAM would be able to encourage enhancement, restoration and community engagement activities within these Stewardship Zones and support the strong conservation efforts already implemented by the citizens of Corner Brook.

A) Humber River Stewardship Zone

The Humber River is a 120 km major waterway that runs through much of Western Newfoundland, originating in the Long-Range Mountains and winding first southeast and then southwest before emptying out into the Bay of Islands. The Humber River is one of the best recreational salmon rivers in the world, and the health of the salmon that inhabit it relies on a healthy river and riparian ecosystem, as do the recreational users who take to the water every summer to enjoy the good weather, boating and fishing.

The Stewardship Zone is intended to include the riparian buffers along the northern side of the Humber River, where there is limited existing development (Figure 5). Along the southern edge of the lower Humber River, Riverside Drive sits very close to the water's edge with road infrastructure/development, and is purposefully excluded from the Stewardship Zone.

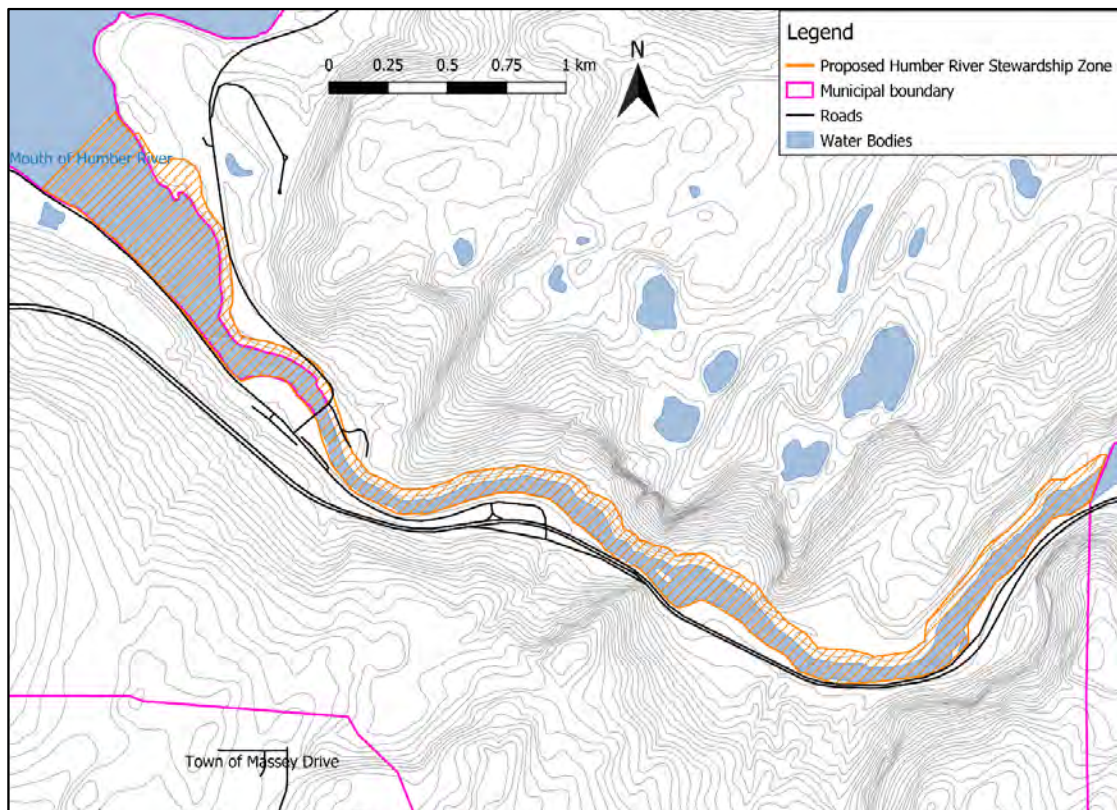


Figure 5: Humber River Stewardship Zone.

B) Corner Brook Stream Stewardship Zone

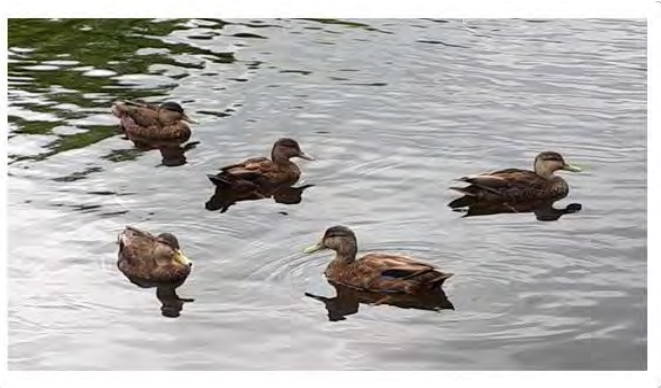
Nestled in the heart of the city, the Corner Brook Stream trail is an interconnected series of trails, walkways, and parks anchored along the Corner Brook Stream (Figure 6). Numerous organizations, businesses, and community interest groups have invested time, effort, and resources into the development of this extensive and well-beloved community institution. In addition to the human users, various wildlife species, in particular birds, call



Red-Winged Blackbird

the stream and the associated wetland and forest habitat, home. Large numbers of American Black Duck and Mallards can be found on the waters year-round, successfully raising broods in the Glynmill Marsh every year. Migrating Canada Geese are a common sight in the fall and spring. The online database eBird lists over 90 species of known bird for the area, including the provincially rare Red-winged blackbird.

In 1996, Corner Brook Pulp and Paper Ltd. and Ducks Unlimited Canada, with the support of the city, agreed to work to restore the former settling pond below the Glynmill Inn to create a more waterfowl friendly marsh habitat. In particular the water level was raised through the installation of a levellor pipe. The maintenance and sustainable development of the site over the years since its



American Black Duck

inception have led to it becoming a rich brooding site for American Black Duck, a consistent breeding site for Red-winged Blackbird, and a beloved nature trail enjoyed by residents and tourists alike. Additionally, the Corner Brook Stream historically had a significant salmon run, but the construction of the dam near Glynmill Inn Pond inhibited salmon movement. To remedy the obstruction, a fish ladder was added in 2002, followed by several successful fry release programs. As early as 2010, counting fences showed evidence of adult salmon were returning to the Corner Brook Stream to spawn.

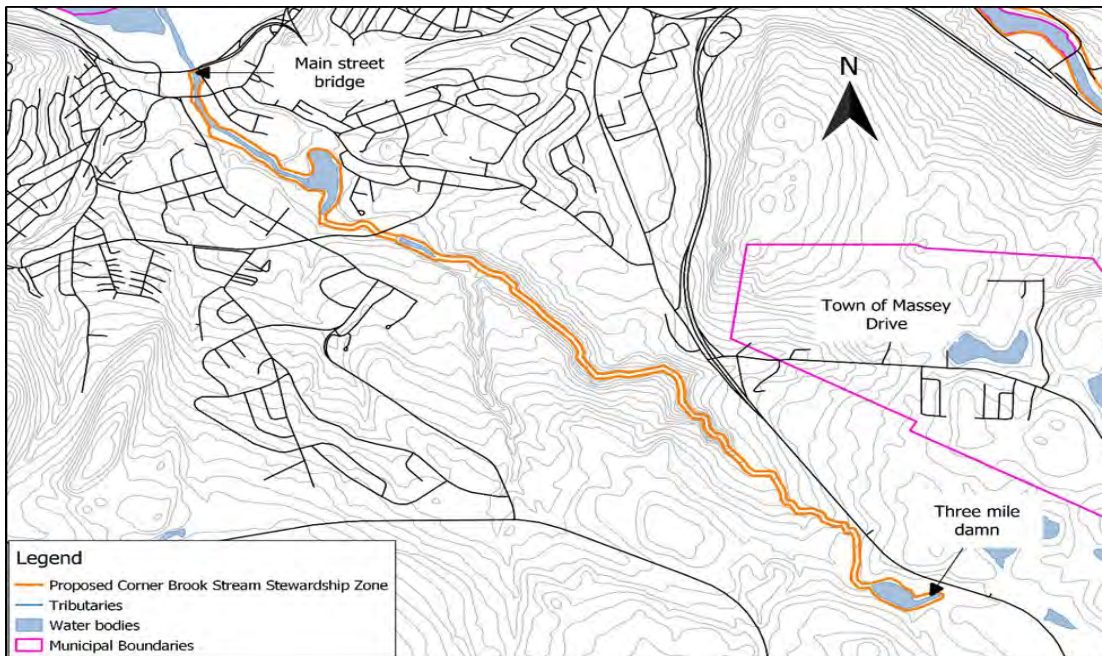


Figure 6: Corner Brook Stream Trail Stewardship Zone

Section 4: General Policies for Habitat Conservation Leadership by the City of Corner Brook

A. Incorporate your Habitat Stewardship Agreement into your Municipal Plan

During the preparation of any draft Municipal Plan, or during the process of a future Municipal Plan Review or development regulations, City Council will incorporate the Habitat Conservation Agreement and Plan concepts and maps into any resulting Municipal Plan or related Master Plan. The “Conservation Areas” **shall be zoned Open Space Conservation, Environmental Conservation/Protection, Open Space Recreation**, or some similar consistent zoning designation within any future municipal planning documents as governed by the Urban and Rural Planning Act (2000). No municipal zoning changes are required for the “Stewardship Areas”.

B. Refer all possible developments to the Wildlife Division

Activities within the Conservation Areas will be managed whereby permitted activities do not result in the loss of wildlife habitat or wildlife populations. As such, wildlife conservation will be at the forefront of management decisions. When council reviews/approves permits, regulations, developments or by-laws which could affect Conservation Areas, **Council will first consult with the NL EHJV Program Manager** at the Wildlife Division, Department of Fisheries, Forestry and Agriculture providing a 30-day notice period. Development potentially impacting the Stewardship Areas may also be forwarded to the Wildlife Division for comment, but this remains at the sole discretion of council.

C. Engage residents of Corner Brook in wildlife habitat conservation with support of the Stewardship Association of Municipalities Inc.

When the City of Corner Brook first signed a Habitat Stewardship Agreement with the province in 2018, it was provided an opportunity to become a participating member of SAM (Stewardship Association of Municipalities, samnl.org). SAM is an incorporated, non-profit organization whose member municipalities together to secure, enhance, and restore important wildlife habitat and as a network of communities, contribute to provincial conservation of biodiversity. SAM also represents its municipal members on provincial issues related to wildlife and habitat conservation.

SAM maintains a public webpage about the Habitat Conservation Agreement featuring maps, photos, facts, and information on local attractions. This link can be included on your City’s website; this will help increase residents’ knowledge and understanding of the agreement and program. To view examples of these pages, please refer to samnl.org/membership.

SAM meets each spring (May or June) and fall (September or October) with host municipalities rotating among members and regions. Identify a representative of your City

(mayor, councilor, staff, or involved resident) to attend at least one of these meetings per year. This will connect Corner Brook to like-minded municipalities and link you to resources and training. You may also be interested in co-hosting a SAM meeting in the City of Corner Brook in the future; many municipalities enjoy this for the exposure it provides for their wildlife habitat and associated projects.

In addition to contributing to SAM membership, participating municipalities can avail of abundant environmental conservation resources on the SAM website:

www.samnl.org/resources. It is the Stewardship Association's mandate to help support the conservation efforts of its membership. On an ongoing basis, SAM and its partners, in particular the Wildlife Division, actively support municipalities in engaging community residents in conservation awareness, and habitat enhancement and restoration projects. SAM staff regularly consult on, and facilitate support to municipal projects such as (but not limited to):

- grant funding applications.
- sustainable trail development and recreational infrastructure (bird blinds, boardwalks).
- educational outreach to and engagement of community groups.
- restoration of degraded and threatened habitats.
- enhancement of wildlife habitat through mechanisms such as nest box building or the placement of interpretive signage.
- scientific and technical assessment, and advice relating to municipal conservation programs.



A field trip to Cobb's Pond during a recent SAM meeting.

With community engagement and the delivery of conservation programming, being a contributing member of SAM can increase environmental awareness and a build a more environmentally conscious community of stewards. The City of Corner Brook has significant capacity to be a leader in the province on wildlife and habitat conservation and conservation issues and we are excited to support your efforts as we broaden our existing partnership. It has been our experience that **community engagement and partnerships are the true strengths of any stewardship agreement.**



Corner Brook's Stewardship Agreement Road Sign.

D) Keep riparian buffer areas intact and protect salmon habitat

Wild Atlantic salmon (*Salmo salar*) is an important species for the people of Atlantic Canada for a variety of reasons, including social, cultural, recreational, economic, recreational, and food security reasons, as well as an indicator of environmental quality. Conserving the resource for current and future use is therefore a priority – and it cannot be achieved without the cooperation and stewardship of local communities.

Fishing and angling has long been a source of food security, industry, and recreation in Newfoundland and Labrador. It is not the intention of the EHJV to restrict the use and enjoyment of this resource – rather, the intention is to help conserve and protect its use for current and future generations. Promoting sustainable use, ensuring residents and visitors are familiar with Department of Fisheries and Oceans (DFO) regulations, and reporting illegal fishing activity to the appropriate authorities, are all ways in which Municipalities can promote wise use of recreational fisheries within their towns. For more information, an angler's guide can be found at [nfl.dfo-mpo.gc.ca/NL/AG/anglers guide](http://nfl.dfo-mpo.gc.ca/NL/AG/anglers%20guide). Perhaps most significantly, Municipalities can protect salmon habitat, and by extension salmon stocks, by protecting the riparian buffers on salmon rivers in their community.

Riparian buffers are strips of untouched land surrounding wetlands, lakes, rivers, ponds, and streams. They are composed of trees, shrubs, grasses, cattails, and sedges and provide for a high level of wildlife use, as corridors for travel, for protection from predators, and against inclement weather. Healthy riparian areas filter and reduce surface water runoff from upland areas by trapping sediment and filtering out excess nutrients, pesticides and bacteria. Vegetation in riparian areas affects how readily water enters soil and has a

positive effect on replenishing of local groundwater. They also serve to anchor soil with roots, helping to build stream banks and prevent erosion and help control flood levels. Fish habitat quality is strongly influenced by the amount of riparian edge left along shorelines. Treed buffers provide shade and help keep water temperatures down, impact water quality, and provide spawning and rearing areas for fish and nesting areas for waterfowl. They provide food for wildlife when leaves, insects, and larvae drop into the water body off surrounding trees and shrubs.

Appendix 1: Habitat Stewardship Agreement for the City of Corner Brook

THIS AGREEMENT made in the City of Corner Brook, in the Province of Newfoundland and Labrador, this ____ day of _____, 20__.

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR**, as represented by the Honourable the Minister of Fisheries, Forestry and Agriculture (herein called the “Minister”)

- of the one part -

AND: **THE CITY COUNCIL OF THE CITY OF CORNER BROOK**, municipal corporation pursuant to Section 15 of the *Municipalities Act, 1999* (herein called the “The City”)

-of the other part-

WHEREAS the Government of Newfoundland and Labrador has entered into an Agreement with others for the implementation of the of the North American Waterfowl Management Plan through the Eastern Habitat Joint Venture;

AND WHEREAS the parties hereto recognize that the proper protection and management of coastal, wetland and upland habitats are fundamental tools in maintaining and enhancing the wildlife populations in the province;

AND WHEREAS the Minister proposed that certain important wildlife habitats within the City be protected and enhanced through and with the cooperation of the City in accordance with this Agreement and a Habitat Conservation Plan developed hereafter;

AND WHEREAS the City has agreed to enter into this Agreement for the purpose of protecting and enhancing those areas of important wildlife habitat within the limits of its jurisdiction;

AND WHEREAS the parties have agreed to repeal the original Municipal Stewardship Agreement signed between the parties on December 17th, 2018.

NOW THEREFORE IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. This agreement shall replace the agreement signed by the parties on December 17th, 2018.
2. The lands herein delineated and designated as Conservation Areas (being the lands outlined on a certain Schedule annexed hereto and marked "A") shall be managed in accordance with the terms and conditions of this Agreement including any Habitat Conservation Plan developed hereunder for better protection of wildlife.
3. Within the limits of its jurisdiction, the City shall permit only those activities within the Conservation Areas that have no negative or adverse impact upon the land, or on the wildlife which utilize those areas.
4. The parties may establish other Conservation Areas as may be desirable from time to time. Conservation Areas shall be subject to the terms and conditions of the Habitat Conservation Plan developed to enhance and protect the land, and the wildlife which utilize those habitats.
5. The Habitat Conservation Plan shall be developed in cooperation with the City and the Minister agrees to provide such advice and expertise necessary or advisable for the development of the Habitat Conservation Plan.
6. The City agrees that in the preparation of a Municipal Plan for the City or any amendments to any existing Municipal Plan, the areas designated as Conservation Areas shall be recommended by the City to be appropriately declared protected areas as it prescribed under subsection 13(3)(f) of the Urban and Rural Planning Act (2000) (or such other legislation in amendment or substitution therefore as may be brought into effect from time to time). The City in passing regulations or by-laws related to the protected areas so designated under the Municipal Plan or amendments thereto and which may affect the Conservation Area(s) shall do so in consultation with the Minister and in keeping with the principals of this Agreement.
7. The parties to this Agreement, their consultants, servants or agents, shall have and exercise reasonable rights of access to the Conservation Areas for all purposes necessary or incidental to this Agreement and in particular, but without limiting the generality of the foregoing, for the purpose of developing and carrying out the Habitat Conservation Plan.
8. If at any time during the term of this Stewardship Agreement the Parties mutually deem it necessary or desirable to make alterations or additions to it, they may do so by means of a written agreement between them which shall be supplemental to and form part of this agreement.
9. Each of the parties hereto agree that they will exercise their best efforts to further develop management measures for more effectively carrying out of their mutual intentions as expressed in this Agreement.

IN WITNESS WHEREOF the parties have caused these presents to be executed in accordance with their respective rules and regulations the day and year first before written.

SIGNED, SEALED AND DELIVERED
by the Honourable the Minister of Fisheries
Forestry and Agriculture in the presence of:

Witness

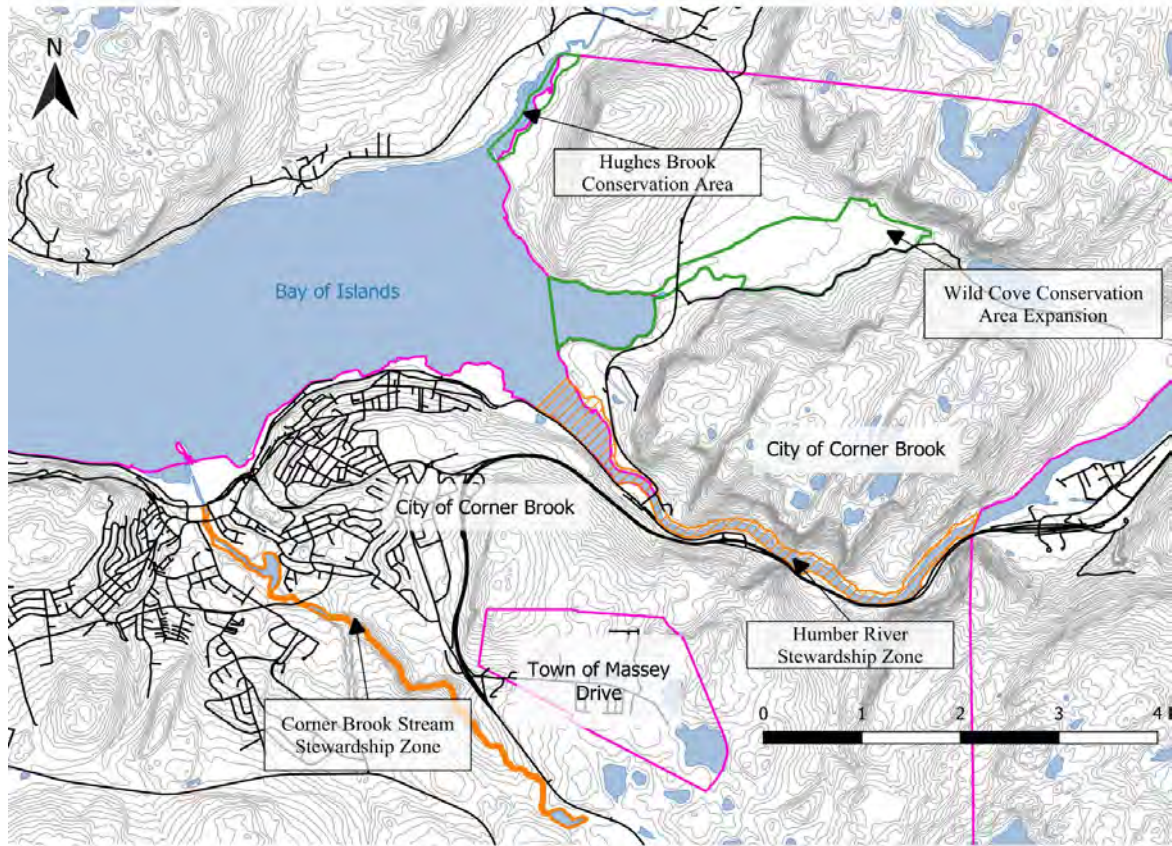
**HONOURABLE DERRICK
BRAGG, MINISTER OF FISHERIES,
FORESTRY AND AGRICULTURE**

THE SEAL OF the City Council of the
City of Corner Brook hereunto
affixed in the presence of:

Witness

City Council of the City of Corner Brook

Schedule A: Habitat Conservation Areas and Stewardship Zones
Municipal Habitat Stewardship Agreement
City of Corner Brook, Newfoundland and Labrador, Canada



Legend

- Conservation Areas
- Stewardship Zones
- Municipal Boundaries
- Roads
- WaterBodies





Request for Decision (RFD)

Subject: Agreement with Greater Board of Trade – Visitor Center

To: Rodney Cumby

Meeting: Regular Meeting - 12 Jun 2023

Department: Recreation

Staff Contact: Kim Patten, Director of Recreation

Topic Overview: Council approval is required to extend the agreement with the Greater Board of Trade regarding the Visitor Information Center.

Attachments: [BOT VIC June 2023](#)

BACKGROUND INFORMATION:

The Greater Board of Trade has been operating the Visitor Center since 2011.

The Greater Corner Brook Board of Trade is a not-for-profit organization operating in accordance with the by-laws adopted by its members. The Greater Corner Brook Board of Trade is incorporated. An elected volunteer Board of Directors has fiduciary responsibility for carrying out the activities approved by the Board.

The Greater Board of Trade has manned the Visitor Center from June to September during tourism season, offering service to residents and visitors. The Visitor Center is the only location within the City of Corner Brook that offers a RV dumping station.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook approve the agreement with the Greater Board of Trade.

FINANCIAL IMPACT:

Budget line 2500-68250

Budget Code: 2500-68250

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

N/A

Legal Review: Yes

LEGAL REVIEW:

Form of agreement prepared by in house council.

RECOMMENDATION:

After reviewing the attached agreement, it is the opinion of staff that extending the agreement with The Greater Board of Trade to operate the Visitor Information Center for the 2023 season would assist in attracting visitors to the City of Corner Brook’s downtown and surrounding areas.

ALTERNATIVE IMPLICATIONS:

As a result, staff recommend Option 1 and that the following motion be supported:

Options:

- 1. That the Council of the City of Corner Brook approve the agreement with the Greater Board of Trade to operate the Visitor Center for the 2023 season.
- 2. That the Council of the City of Corner Brook not approve the agreement with the Greater Board of Trade to operate the Visitor Center for the 2023 season.
- 3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Recreation	Approved - 08 Jun 2023
Administrative Assistant to the City Manager	Approved - 08 Jun 2023

City Manager

This Agreement made in duplicate dated this 14th day of June, 2023 (the "Effective Date") at the City of Corner Brook in the Province of Newfoundland and Labrador

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

And **Greater Corner Brook Board of Trade Inc.** (hereinafter referred to as "the Board")

WHEREAS the City wishes have a Visitor Information Centre (hereinafter referred to as "VIC") located on Confederation Drive to provide information and to develop and promote tourism activities in the City but does not wish to take on the administrative burden of operating same;

AND WHEREAS the Board has, as part of its mandate, the goal of promoting and furthering the development of the tourism industry in Western Newfoundland and Labrador;

AND WHEREAS the Board currently occupies the building located on 11 Confederation Drive that has been the site of the VIC since approximately 1986;

AND WHEREAS a dispute has arisen between the parties over the ownership and operation of the VIC and the 11 Confederation Drive property;

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

1. The City shall provide a grant to the Board in the amount of Twenty Two Thousand dollars (\$22,000.00) subject to the terms and conditions of this Agreement.
2. The grant payable pursuant to clause #1 hereof shall be payable in four (4) consecutive, monthly installments of Five Thousand Five Hundred dollars (\$5500.00) payable on the last day of each month from June 2023 to September 2023 commencing on the thirtieth (30th) day of June 2023.

Payments shall be made by cheque addressed to:

Greater Corner Brook Board of Trade Inc.
P.O. Box 475 Corner Brook, NL. A2H 6E6

3. The term of this Agreement shall be five (5) months from May 1, 2023 to September 30th, 2023 subject to the right of early termination provided for in paragraph 6 hereof.
4. The grant from the City, aforesaid, shall be subject to the Board providing the following services:
 - a. Commencing the Friday May 20th, 2023 and continuing through to include the Monday September 5th, 2023 the Board shall operate a full-service VIC seven (7) days per week from the hours of 9:00 a.m. to 9:00 p.m. in the Visitor Information Centre located at 11 Confederation Drive;
 - b. Erect and maintain appropriate signage, as approved by the City, to inform the public of the location and hours of the VIC;
 - c. Advertise the services of the VIC;
 - d. Provide, hire, and train staff as needed to operate, clean and maintain the VIC;
 - e. Apply for grants to hire summer students;
 - f. Provide all office supplies, materials and equipment needed to successfully operate the VIC. For further clarity and not in any way limiting the generality of the foregoing, the Board shall pay the postage for all mail outs excepting only any mass distributions to other tourism providers;
 - g. Pay all utilities for the VIC including but not limited to heat, lights, internet connection, telephone and facsimile connections;
 - h. Clean and maintain the VIC sites, including but not limited to regular janitorial services and clearing the walkway of ice and snow; and
 - i. Maintain and manage the brochure inventory of the VIC and develop criteria/guidelines for same.
5. The City agrees to be responsible for lawnmowing, garbage collection, and maintenance of the dumping station and water towers. All other maintenance and operating costs of the VIC buildings and land surrounding them, including the parking lot, shall be the responsibility of

the Board. For greater certainty, the Board shall be responsible for all maintenance and operating costs of the space in the VIC buildings used as the VIC and the office space used by staff persons for the VIC and the City shall have no other responsibility for maintenance and operating costs other than postage for mass distribution to another tourism provider and as specifically provided for in this paragraph.

6. 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.
7. Neither entering into of this Agreement nor any action or step taken pursuant hereto shall constitute an acknowledgement by the City that the Board has a valid lease in respect of the VIC building or land on which it is located or any right of ownership, use or occupation of said VIC building or land. The Board acknowledges that the City is entering into this Agreement on a without prejudice basis and that the entering into of this Agreement does not amount to a waiver of any right or claim which the City may have now or in future to the said VIC building or land. For greater clarification, the Board maintains its claims and legal right of ownership and lease arrangements and/or acknowledgments of the said property and neither the entering into of this Agreement nor any action or step taken pursuant hereto shall constitute an acknowledgement of relinquishing such ownership and lease arrangements in respect of the VIC building or land on which it is located or any right of ownership, use or occupation of said VIC building or land.
8. The Board shall provide the City on an annual basis, within one hundred and twenty (120) days after its fiscal year end, a copy of its financial statements for the most recently ended fiscal year.
9. 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 Chief Administrative Officer
 5 Park Street
 P.O. Box 1080
 Corner Brook, NL A2H 6E1

To the Board at: Greater Corner Brook Board of Trade Inc.
 c/o President

11 Confederation Drive
P.O. Box 475
Corner Brook, NL A2H 6E6

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.

10. 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.
11. The Board agrees that in performance of its services under this agreement neither the Board nor any person employed by or acting as agent for the Board shall be or be deemed to be an officer, servant or agent of the City of Corner Brook or Corner Brook City Council. The Board 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.
12. 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 Board its servants or agents in the performance of his, her, its or their obligations under this Agreement. The Board 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.
13. The Board shall, at all times during occupancy of the Premises, at its own expense maintain in force insurance coverage with respect to the Visitor Information Centre and the Board of Trade office building and their contents and comprehensive public liability insurance pertaining to the Visitor Information Centre and the Board of Trade office building, 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; and
- b. Property insurance sufficient to cover the replacement cost and contents of the Premises.

Every policy or policies of insurance maintained by the Board 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.

14. 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.
15. This Agreement constitutes the entire agreement between the parties and supersede all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.
16. Clauses #11 and # 12 of this Agreement shall survive the termination or expiration of this Agreement.
17. 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 Board in the presence of:

Witness

President/Director

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

Witness

Mayor or Deputy

Witness

City Clerk or CAO



Information Report (IR)

Subject: Animal Control – Dogs off Leash

To: Rodney Cumby

Meeting: Regular Meeting - 12 Jun 2023

Department: Protective Services

Staff Contact: Todd Flynn, Director of Protective Services

Topic Overview: Persons allowing their dogs off leash in our City

BACKGROUND INFORMATION:

Over the past several weeks, the City has received several complaints of persons having their dogs unleashed along our City streets and trail ways. This behaviour is a violation of Section 4(b) of the Corner Brook Animal Regulations.

Notes for Residents:

- 1) Any animal that is in a public place in our City must be on a leash;
- 2) The leash must not be longer than 3 meters;
- 3) Any animals involved in an attack and or bite may be impounded and may be euthanized;
- 4) Fines start at \$50 and increase for 2nd and 3rd offenses;
- 5) To report an animal off leash, call 709-637-1666.
 - a. Our Municipal Enforcement Officers will investigate and issue a violation notice if enough evidence is obtained to do so.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations

Other

CB Animal Regulations and or NL Animal Health and Protection Act

RECOMMENDATION:

Staff recommend informing residents of the Animal Regulations which require animals that are in public places to be on a leash, and are not to run freely, even if in the company of its owner. Staff do recommend increases penalties for such offences.

Director of Protective Services
Administrative Assistant to the City
Manager

Approved - 08 Jun 2023

Approved - 08 Jun 2023

City Manager



Request for Decision (RFD)

Subject: 2022 Annual Expenditure Report - Canada Community Building Fund Agreement

To: Rodney Cumby
Meeting: Regular Meeting - 12 Jun 2023
Department: Finance and Administration
Staff Contact: Sievendra Maistry, Director of Finance and Administration
Topic Overview: The City of Corner Brook requires approval of the Annual Expenditure Report for the Canada Community Building Fund Agreement (Formally referred to as Gas Tax)
Attachments: [2022 CCBF Annual Expenditure Report City of Corner Brook Compliance Reporting](#)

BACKGROUND INFORMATION:

As per the requirements of the Canada Community Building Fund Agreement, each year the City is required to prepare and approve a report showing a full and detailed statement of revenue and expenditures of the City related to the Canada Community Building Fund Agreement on an annual basis. In 2022 the City received \$438,746 in funding and spent \$1,212,220 on paving projects. At the end of 2022 the City had \$1,590,768 of funds available for additional projects.

PROPOSED RESOLUTION:

It is **RESOLVED** to approval of the Annual Expenditure Report for Canada Community Building Fund Agreement funding for 2022 as presented.

FINANCIAL IMPACT:

The CCBF funding is a critical piece of ongoing, known and dedicated capital funding for the City.

RECOMMENDATION:

It is staff's recommendation to approve the 2022 Annual Expenditure Report - Canada Community Building Fund Agreement as presented.

Director of Finance and Administration	Approved - 01 Jun 2023
Administrative Assistant to the City Manager	Approved - 05 Jun 2023

City Manager

CITY OF CORNER BROOK

Annual Expenditure Report - Canada
Community Building Fund Agreement

Year Ended December 31, 2022

City of Corner Brook
Index to Annual Expenditure Report
December 31, 2022

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 Fax: (709) 579-2120
 www.bdo.ca

BDO Canada LLP
 300 Kenmount Road, Suite 100
 St. John's, NL A1B 3R2

Independent Practitioner's Reasonable Assurance Report on Compliance

To the Council of City of Corner Brook

We have undertaken a reasonable assurance engagement for City of Corner Brook (the "City")'s compliance during the period January 1, 2022 to December 31, 2022 with the criteria established by the terms and conditions described in sections 4.3, 5.2.1, Schedule A paragraphs 1, 3, 4, 5 (Newfoundland and Labrador Public Procurement Act only), 13, 14, 15, 16, 17, 23, 25, 26, 27 and 28, Schedule C and Schedule D ("the specific requirements") established in the Ultimate Recipient Canada Community Building Fund Agreement dated November 20, 2014, and the amendment to the agreement signed August 6, 2021, between the Province of Newfoundland and Labrador and the City including the interpretation set out in Note 1 to this report.

Management's Responsibility

Management is responsible for the City's compliance with the specified requirements of the Agreement. Management is also responsible for such internal control as management determines necessary to enable the City's compliance with the specified requirements.

Our Responsibility

Our responsibility is to express a reasonable assurance opinion on the City's compliance based on the evidence we have obtained. We conducted our reasonable assurance engagement in accordance with Canadian Standard on Assurance Engagements 3531, Direct Engagements to Report on Compliance. This standard requires that we plan and perform this engagement to obtain reasonable assurance about whether the City complied with the specified requirements, in all significant respects.

Reasonable assurance is a high level of assurance, but is not a guarantee that an engagement conducted in accordance with this standard will always detect a significant instance of non-compliance with specified requirements when it exists. Instances of non-compliance can arise from fraud or error and are considered significant if, individually or in the aggregate, they could reasonably be expected to influence the decisions of users of our report. A reasonable assurance compliance reporting engagement involves performing procedures to obtain evidence about the City's compliance with the specified requirements. The nature, timing and extent of procedures selected depends on our professional judgment, including an assessment of the risks of significant non-compliance, whether due to fraud or error.

We believe the evidence we obtained is sufficient and appropriate to provide a basis for our opinion.



Our Independence and Quality Control

We have complied with the relevant rules of professional conduct / code of ethics applicable to the practice of public accounting and related to assurance engagements, issued by various professional accounting bodies, which are founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

The firm applies Canadian Standard on Quality Control 1, *Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance Engagements* and, accordingly, maintains a comprehensive system of quality control, including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Opinion

In our opinion, the City complied with the specified requirements established in the Ultimate Recipient Canada Community Building Fund Agreement, including the interpretation in Note 1, during the period January 1, 2022 to December 31, 2022, in all significant respects.

We do not provide a legal opinion on the City's compliance with the specified requirements.

BDO Canada LLP

Chartered Professional Accountants
St. John's, Newfoundland and Labrador
April 3, 2023

Appendix A: Summary of Ultimate Recipients Fund and Certification

2022 Annual Expenditure Report

City of Corner Brook
For the Year Ended December 31, 2022

	Annual	Cumulative
	January 1, 2022 - December 31, 2022	January 22, 2007 - December 31, 2022
1. Opening balance of unspent funding	\$ 1,551,098	\$ -
2. Received from Government of Newfoundland & Labrador	438,746	14,761,936
3. Interest earned on Canada Community Building Fund	39,669	290,067
4. Interest spent on eligible projects	-	-
5. Net interest earned on Canada Community Building Fund	39,669	290,067
6. Canada Community Building Fund spent on eligible projects	1,212,220	14,234,710
7. Closing balance of unspent funding	\$ 817,294	\$ 817,294
8. Canada Community Building Fund bank account balance	1,590,768	1,590,768
9. Canada Community Building Fund bank account surplus/deficit	\$ 773,474	\$ 773,474

Reasoning for difference:

The entity uses the Annual Expenditure Report as a basis to reconcile the CCBF account annually.

10. Does the recipient have a separate bank account for CCBF funds? Yes X No ____

11. Certification by Ultimate Recipient

I, Jim Parsons, Mayor of the City of Corner Brook certify that the information reported is a true and accurate representation of the City government's position with respect to its Canada Community Building Fund revenues. I acknowledge and understand that any contravention of the terms and conditions of the Ultimate Recipient Canada Community Building Fund Agreement may result in funding being withheld.

Signature: _____ Date: _____

Appendix B: Summary of Ultimate Recipients Project Expenditure Report
2022 Ultimate Recipient Annual Expenditure Report

City of Corner Brook
 For the Year Ended December 31, 2022

A	B	C	D	E	F	G	H	I	J	K
Project Number	Amount Approved by the CCBF Committee	Project Title	Project Description	Current Status	Start & End Date	Total Project Costs	CCBF spent in 2022	Interest Spent in 2022	Total CCBF Spent	Outcomes
60-2007-71	\$ 57,621	Storm Drainage Improvements	East Valley Road and surrounding areas	Completed	Jun-08 - Sep-09	\$ 57,621	\$ -	\$ -	\$ 57,621	Cleaner Water
60-2008-146	81,387	Paving	Humber Road	Completed	Jul-08 - Jul-08	81,387	-	-	81,387	Reduced GHG
60-2008-147	333,315	Paving	Sunnyslope Drive	Completed	Aug-08 - Aug-08	333,315	-	-	333,315	Reduced GHG
60-2008-148	101,567	Paving	Elizabeth Street	Completed	Aug-08 - Aug-08	101,567	-	-	101,567	Reduced GHG
60-2008-149	220,766	Paving	Mt. Bernard Ave	Completed	Aug-08 - Aug-08	220,766	-	-	220,766	Reduced GHG
60-2008-150	157,477	Paving	O'Connell Drive	Completed	Aug-08 - Aug-08	157,477	-	-	157,477	Reduced GHG
60-2008-151	105,489	Paving	Country Road	Completed	Aug-08 - Aug-08	107,684	-	-	105,489	Reduced GHG
60-2009-666	24,414	Paving	Caribou Road	Completed	Aug-08 - Aug-08	24,414	-	-	24,414	Reduced GHG
60-2009-667	29,657	Paving	Poplar Road	Completed	Aug-08 - Aug-08	29,657	-	-	29,657	Reduced GHG
60-2009-668	83,273	Paving	Country Road	Completed	Aug-09 - Aug-09	83,273	-	-	83,273	Reduced GHG
60-2009-669	49,155	Paving	Elizabeth Street	Completed	Aug-09 - Aug-09	49,155	-	-	49,155	Reduced GHG
60-2009-670	195,607	Paving	O'Connell Drive	Completed	Aug-09 - Aug-09	195,607	-	-	195,607	Reduced GHG
60-2009-671	29,821	Paving	Carter Avenue	Completed	Aug-09 - Aug-09	29,821	-	-	29,821	Reduced GHG
60-2009-672	58,986	Paving	Philip Drive	Completed	Aug-09 - Aug-09	58,986	-	-	58,986	Reduced GHG
60-2009-673	9,176	Paving	Whealers Road	Completed	Aug-09 - Aug-09	9,176	-	-	9,176	Reduced GHG
60-2009-674	13,080	Paving	Atlantic Avenue	Completed	Aug-09 - Aug-09	13,080	-	-	13,080	Reduced GHG
60-2009-675	41,599	Paving	Coronation Street	Completed	Aug-09 - Aug-09	41,599	-	-	41,599	Reduced GHG
60-2009-676	32,145	Paving	Georgetown Road	Completed	Aug-09 - Aug-09	32,145	-	-	32,145	Reduced GHG
60-2009-677	18,351	Paving	Callahan's Road	Completed	Aug-09 - Aug-09	18,351	-	-	18,351	Reduced GHG
60-2009-678	33,738	Paving	Petries Street	Completed	Aug-09 - Aug-09	45,893	-	-	33,738	Reduced GHG

Appendix B: Summary of Ultimate Recipients Project Expenditure Report
2022 Ultimate Recipient Annual Expenditure Report

City of Corner Brook
 For the Year Ended December 31, 2022

A	B	C	D	E	F	G	H	I	J	K
Project Number	Amount Approved by the CCBF Committee	Project Title	Project Description	Current Status	Start & End Date	Total Project Costs	CCBF spent in 2022	Interest Spent in 2022	Total CCBF Spent	Outcomes
60-2009-679	34,000	ICSP	Corner Brook	Completed	Jan-10 - Dec-12	261,494			34,000	Capacity Building
60-2009-680	590,000	City Hall Retro fit	City Hall Park Street	Completed	Jan-10 - Dec-12	817,303	-	-	590,000	Reduced GHG
60-2009-72	92,436	Watershed Management Plan	Corner Brook Water Supply	Completed	Jul-07-Jun-09	92,436	-	-	92,436	Capacity Building
60-2010-1206	42,000	District Energy Plan	Park Street	Completed	Jan-11 - Jun-12	498,925	-	-	42,000	Capacity Building
60-2011-1513H	46,000	Paving	Brookfield Avenue	Completed	Aug-11 - Aug-11	46,000	-	-	46,000	Infrastructure Upgrade
60-2011-1513A	29,600	Paving	Caribou Road	Completed	Jul-11 - Jul-11	29,600	-	-	29,600	Reduced GHG
60-2011-1513B	29,400	Paving	Golden Glow Place	Completed	Jul-11 - Jul-11	29,400	-	-	29,400	Reduced GHG
60-2011-1513C	13,000	Paving	Herald Avenue	Completed	Jul-11 - Jul-11	13,000	-	-	13,000	Reduced GHG
60-2011-1513D	78,000	Paving	Maple Valley Road	Completed	Aug-11 - Aug-11	78,000	-	-	78,000	Reduced GHG
60-2011-1513E	69,000	Paving	Petries Street	Completed	Aug-11 - Aug-11	69,000	-	-	69,000	Reduced GHG
60-2011-1513F	57,400	Paving	St. Marks Avenue	Completed	Jul-11 - Jul-11	57,400	-	-	57,400	Reduced GHG
60-2011-1513G	49,600	Paving	University Drive	Completed	Jul-11 - Jul-11	49,600	-	-	49,600	Reduced GHG
60-2011-1513	2,970,459	Road Upgrade	Local Roads & Bridges	Completed	Aug-11 - Aug-11	2,970,459	-	-	2,970,459	Reduced GHG
60-2015-5275	4,194,515	Road Upgrade	Local Roads & Bridges	In Progress	Jul-15	4,194,515	-	-	3,235,194	Productivity & Economic Growth
60-2019-6743	6,144,296	Road and Asphalt Improvements 2019-2024	Upgrade roads within the City	In Progress	Jun-19	6,144,296	1,212,220	-	5,222,001	12 km of improved/resurfaced road
60-2021-7314	46,929	Drinking Water	Regional Water Supply study and design	Not Started		51,750	-	-	-	Clean Environment
	\$ 16,163,256	Total				17,094,148	1,212,220	-	14,234,710	

Table A: Other Sources of Funding to Date
For the Year Ended December 31, 2022

A	B	C	D	E	F	G
Project Title	Municipal	Provincial	Federal	Other (GST Rebate)	Total Other Sources	Program (i.e. MRIF, MCW, etc.) and Project number
60-2008-151 - Road Upgrade	\$ 2,195	\$ -	\$ -	\$ -	\$ 2,195	60-2008-151 (MCW)
60-2009-678 - Road Upgrade	12,155	-	-	-	12,155	60-2009-678 (MCW)
60-2009-679 - ICSP Development	227,494	-	-	-	227,494	60-2009-679 (MCW)
60-2009-680 - Municipal Building Retrofit	227,303	-	-	-	227,303	60-2009-680 (MCW)
60-2010-1206 - District Energy Plan	-	456,925	-	-	456,925	60-2010-1206
60-2015-5275 - Road Upgrade	1,420,348	749,011	453,203	-	2,622,562	17-SCF-18-00011 (SCF) / MYCW-18-00028 (Capital Works Program)
60-2019-6743 - Road and Asphalt Improvements 2019-2024	382,870	-	-	-	382,870	60-2019-6743 - Municipal funding
Total	\$ 2,272,365	\$ 1,205,936	\$ 453,203	\$ -	\$ 3,931,504	

Asset Management Plan Information

For the Year Ended December 31, 2022

Please answer the following questions:

- 1. Has your local Government completed an Asset Management Plan?
Yes ___ No X

- 1a. If no, please provide a brief update on the progress/if any on your Local Government's Asset Management Plan?

Asset Management Plan is in progress.

- 1b. If yes, did you receive funding from other sources to complete the Asset Management Plan? Which source?

- 2. Has your Local Government completed any training on Asset Management Planning?
Yes X No ___

- 2a. If yes, what type of training has your Local Government completed?

One staff member has a Professional Certificate in Asset Management Planning (FCM/IPWEA).

City of Corner BrookNotes to Independent Practitioner's Reasonable Assurance Report on Compliance
For the Period January 1, 2022 to December 31, 2022

1. Schedule A Paragraph 5 of the Ultimate Recipient Canada Community Building Fund Agreement states:

"With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Newfoundland and Labrador *Public Tender Act*, the Agreement on Internal Trade and applicable International trade agreements, and all other applicable laws."

We have interpreted this requirement to be limited to the specific sections of the Newfoundland and Labrador *Public Procurement Act* which replaced the Public Tender act in March 2018. Specific sections of the *Public Procurement Act* for which compliance was evaluated included sections 10(1)(g) and 11(2). Additionally, specific sections of the related *Public Procurement Regulations* that were evaluated for compliance included 4, 5, 6, 10, 11, 12, 13 and 15.



Request for Decision (RFD)

Subject: Discretionary Use (Proposed New Place of Worship Gospel Hall) / 168 Country Road

To: Deon Rumbolt

Meeting: Regular Meeting - 12 Jun 2023

Department: Development and Planning

Staff Contact: Darryl Skinner, Development Skinner

Topic Overview: The City of Corner Brook has received an application to demolish the existing dwelling located at 3 Linds Road and consolidate the lot with 168 Country Road, Corner Brook, NL. for the purpose to construct a new Church. The lot is located in the Residential Medium Density Zone where the proposed use, (Place of Worship) is considered a “Discretionary Use” of the City of Corner Brook’s Development Regulations.

Attachments: [Attachment #1](#)
[Attachment #2](#)
[168 Country Road \(memo \)](#)

BACKGROUND INFORMATION:

On May 3, 2023 the application was placed on the City of Corner Brook’s website and a “Notice to Occupant” was sent to the neighborhood residents. Also, on May 16, 2023 the application was advertised in the local newspaper giving the general public a chance to express any concerns that they may have with this development. The city did receive a response from a local resident but no official objection was submitted.

PROPOSED RESOLUTION:

Be it resolved that Council of the City of Corner Brook in its Authority approve the application for the proposed Church at 168 Country Road , Corner Brook, NL.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 Section 128

RECOMMENDATION:

After reviewing the proposed application and location, staff does not feel that the construction of a new church will have any negative impacts on the surrounding area. Therefore, it is recommended that Council approve the application for the proposed new church at 168 Country Road, Corner Brook, NL.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the application for the proposed Church at 168 Country Road as recommended.
2. That the Council of the City of Corner Brook not approve the application for the proposed Church at 168 Country Road .
3. That the Council of the City of Corner Brook to give other direction to Staff.

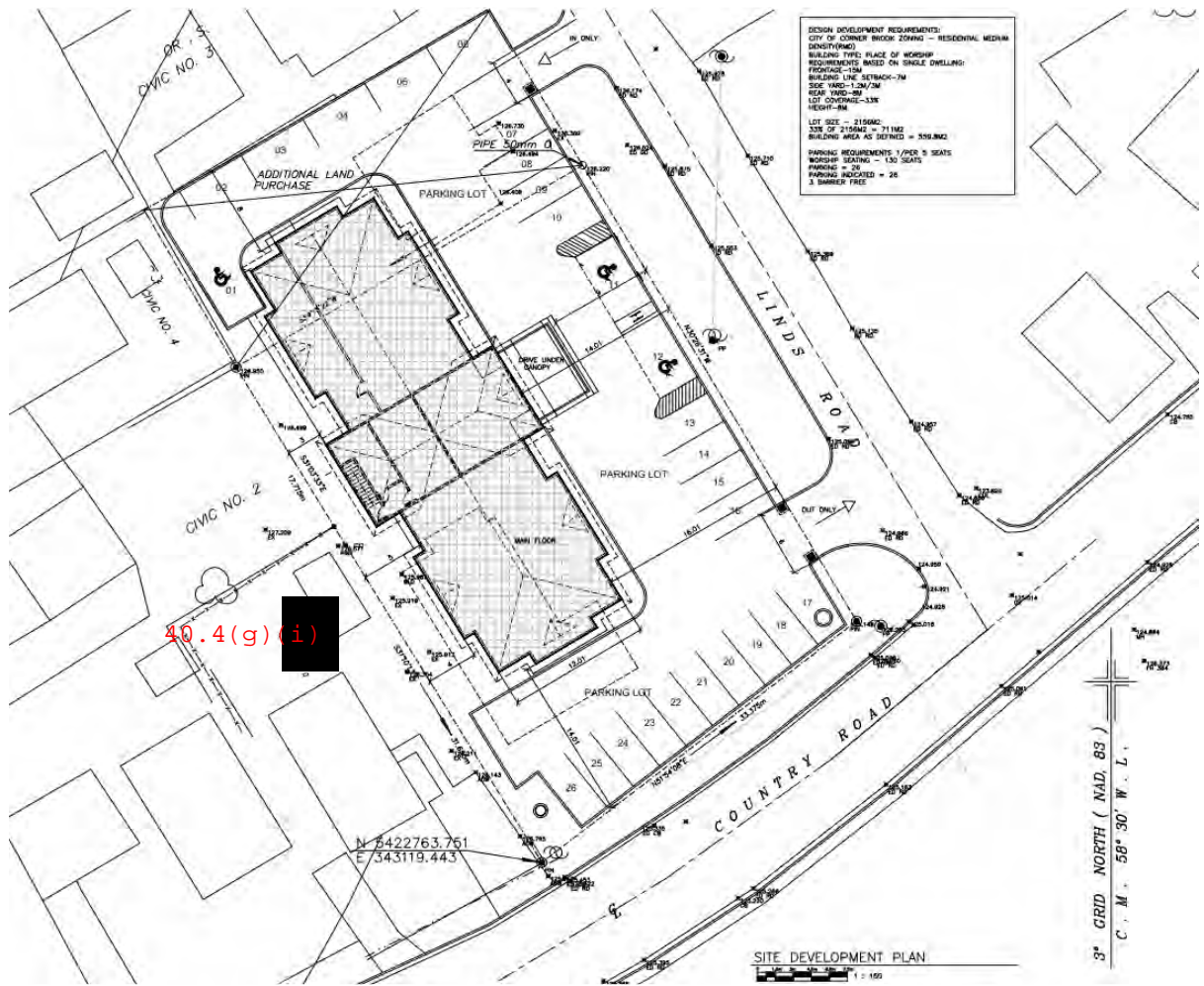
	Approved - 06 Jun 2023
Director of Community, Engineering, Development & Planning	Approved - 06 Jun 2023
Administrative Assistant to the City Manager	Approved - 07 Jun 2023

City Manager

168 Country Road (Proposed New Church)



168 Country Road (Proposed Site Plan/New Church)



DESIGN DEVELOPMENT REQUIREMENTS
CITY OF ORANGE BROOK ZONING - RESIDENTIAL MEDIUM DENSITY (RMD)
BUILDING TYPE: PLACE OF WORSHIP
REQUIREMENTS BASED ON SINGLE DWELLING:
FLOORCEILING - 10M
BUILDING LINE SETBACK - 7M
SIDE YARD - 1.2M/7M
REAR YARD - 3M
LOT COVERAGE - 33%
HEIGHT - 8M

LOT AREA - 23,560.0
GROSS FLOOR AREA - 7116.2
BUILDING AREA AS DEFINED - 309.262
PARKING REQUIREMENTS / PARKING SEATS
WORSHIP SEATING - 150 SEATS
PARKING - 26
PARKING INDICATED - 26
3 SHARED PACE

40.4(g)(i)

N 6422763.761
E 343119.443

SITE DEVELOPMENT PLAN
1" = 100'

3° GRID NORTH (NAD, 83)
C.M. 56° 30' W. L.

Community Services Department

Memo

To: Deon Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: June 5, 2023

Re: Discretionary Use / New Church at 168 Country Road

The City of Corner Brook has received an application to demolish the existing church and construct a new church at 168 Country Road, Corner Brook, NL. The lot is located in a Residential Medium Density Zone where the proposed use, (Place of Worship) is considered a “**Discretionary Use**” of the City of Corner Brooks Development Regulations.

In January 2018 the applicant was given approval to demolish the existing dwelling at 1 Linds Road and consolidate the lot with 168 Country Road for the purpose to construct a new church. The dwelling at 1 Linds Road did get demolished but the new church did not get constructed. The applicant is now also requesting to demolish the dwelling at 3 Linds Road and consolidate with the new 168 Country Road lot and construct a larger church that expands onto the existing lot of 3 Linds Road.

On May 3, 2023 the application was placed on the City of Corner Brook’s website and a “Notice to Occupant” was sent to the neighborhood residents. Also, on May 16, 2023 the application was advertised in the local newspaper giving the general public a chance to express any concerns that they may have with this development. The city did receive a response from a local resident but no official objection was submitted.

After reviewing the proposed application and location, staff does not feel that the construction of a new church will have any negative impacts on the surrounding area. Therefore, it is recommended that Council approve the application for the proposed new church at 168 Country Road, Corner Brook, NL.

40.4(g)(i)

Darryl Skinner
Development Inspector III

- Attachments:
1. Picture of Area
 2. Proposed Site Plan
 3. RFD



Request for Decision (RFD)

Subject: Crown Land Application - Parking Area For ATV/Snowmobile Users

To: Deon Rumbolt

Meeting: Regular Meeting - 12 Jun 2023

Department: Development and Planning

Staff Contact: James King,

Topic Overview:

Attachments: [memo to Deon-Crown Land Application Near Hughes Brook](#)
[Figure 1 - Map - Near Town of Hughes Brook.JPG](#)
[Application -Crown Land - Near Town of Hughes Brook](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to utilize Crown Land for the purpose of ATV/Snowmobile user parking. The Crown Land is partially contained within the City of Corner Brook Planning Area as well as the municipal boundaries of the Town Of Hughes Brook. This request was considered by internal staff and there are no concerns other than it is requested that the applicant install silt protection around any and all waterbodies, if applicable.

PROPOSED RESOLUTION:

It is RESOLVED to approve the application to utilize Crown Land located adjacent to the municipal boundary of the Town of Hughes Brook for the purpose of ATV/snowmobile user parking subject to the applicant installing silt protection around any waterbody in the area.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations

Other

City of Corner Brook Crown Land Acquisition Policy

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to utilize Crown Land located adjacent to the municipal boundary of the Town of Hughes Brook for the purpose of ATV/snowmobile user parking.
2. That Council not approve the application to utilize Crown Land located adjacent to the municipal boundary of the Town of Hughes Brook for the purpose of ATV/snowmobile user parking.
3. That the Council of the City of Corner Brook provides other direction to staff.

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

City Manager

interoffice

MEMORANDUM

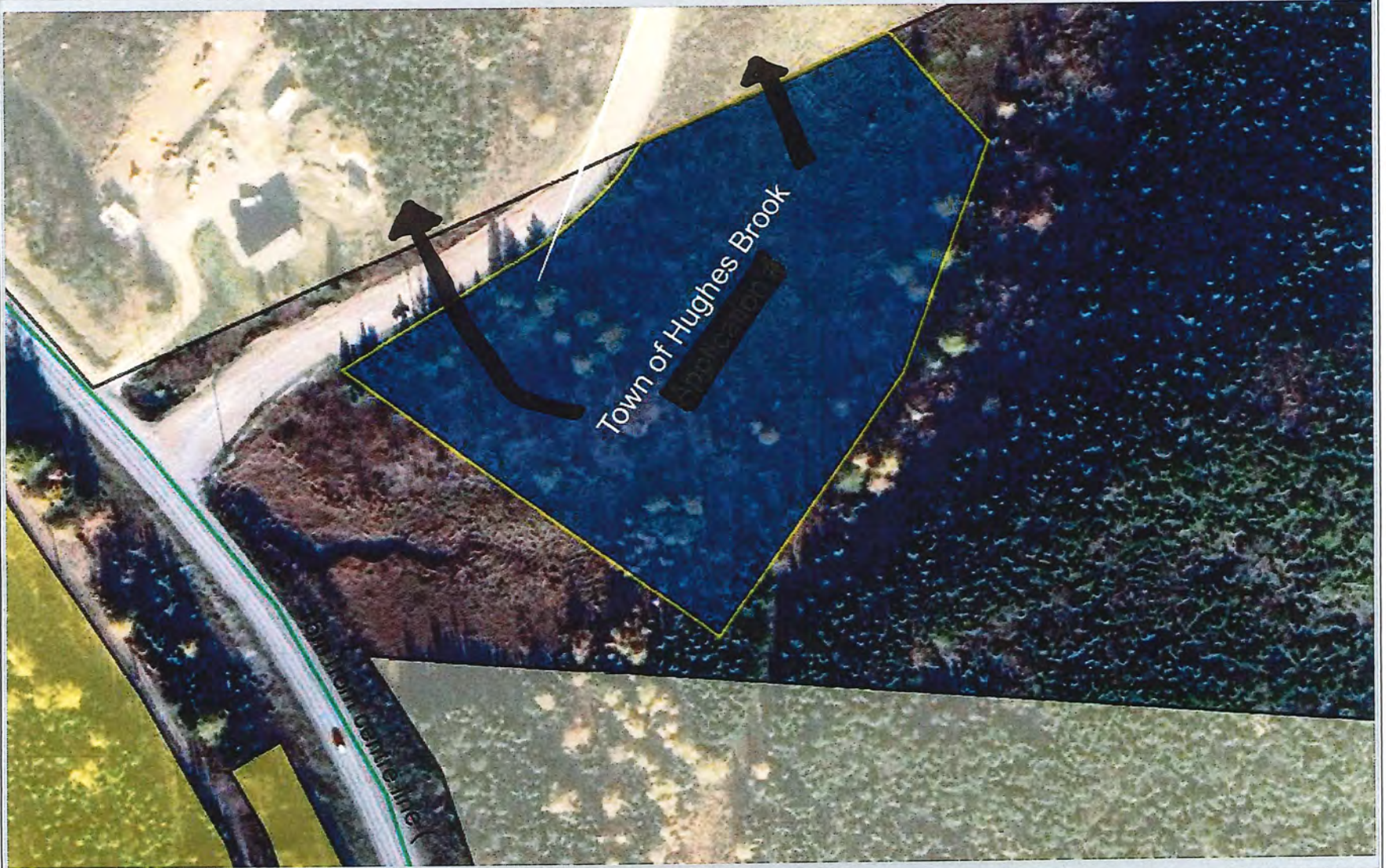
To: MANAGER OF DEVELOPMENT & PLANNING
From: DEVELOPMENT INSPECTOR I
Subject: **Crown Land Application – Near Hughes Brook**
Date: June 7, 2023


The City of Corner Brook has received an application to utilize crown land near the municipal boundary of the Town of Hughes Brook.

The applicant is requesting to obtain a portion of crown land as outlined on the attached drawing (Figure 1) for the purpose of ATV/Snowmobile user parking. The land is located in a Rural Zone where this proposed use, as an open space classification of use, is a “Discretionary Use” of the City of Corner Brook Development Regulations.

After referring this application to various City Departments (Planning, Fire, Land Management & Engineering), it is recommended that approval be granted for this proposal to acquire crown land for ATV/Snowmobile user parking subject to silt protection being installed along any waterbody in the area.

Signed: _____
James King, CET, CPT



 <p>City of Corner Brook Community Services Department Planning Division</p> <p>5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-537-1866 city.hall@cornerbrook.com</p>	<p>PROJECT: Crown Land Application</p>	<p>NOTES:</p>	<p>LOCATION: Near Town of Hughes Brook</p>	
	<p>TITLE: Near Town of Hughes Brook</p>		<p>PREPARED BY: J.King</p>	
	<p>THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.</p>		<p>DEPARTMENT: Development & Planning</p>	
			<p>DATE: 2023-06-07</p>	
			<p>PAGE: 1</p>	<p>OF: 1</p>
				<p>VERSION: 1</p>

From: ONLINE PERMIT SUBMISSION <noreply@cornerbrook.com>
Sent: May 17, 2023 11:20 AM
To: Barker, Shelley
Subject: Online Permit Submission

Follow Up Flag: Follow up
Flag Status: Flagged

Date

05/17/2023

Owner Name

[REDACTED]

Phone Number

[REDACTED]

Email

[REDACTED]

Owner / Applicant Address

[REDACTED]
Newfoundland and Labrador

Property Address

[REDACTED]
Newfoundland and Labrador

Builder Name

[REDACTED]

Builder Address

[REDACTED]
Newfoundland and Labrador
Canada
[Web](#)

Construction Type (Please check appropriate box)

- ERECT (NEW)

Development Type (Please check appropriate box)

- OTHER

Description of Work

Crown Lands application for parking lot.

Estimated Construction Value (MATERIALS & LABOUR)

\$ 5,000.00 CAD

DECLARATION

I agree to terms in the declaration

DECLARATION:

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

NOTE:

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

Upload an attachment

- [Map.pdf](#)

Consent

I agree to the privacy policy stated below.

The City of Corner Brook uses this web form to collect your information in order to better administer programs and services that citizens use and rely on. The City of Corner Brook committed to protecting the privacy of individuals who chose to utilize these services.

This information is collected in compliance with the Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015) and will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose unless you expressly consent otherwise. This information is not disclosed to other public bodies or individuals except as authorized by ATIPPA, 2015.

DISCLAIMER: The Information contained in this transmission and any attachments may contain privileged and confidential information and may be legally privileged. It is intended only for the use of the person (s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication is strictly prohibited. Views or opinions expressed in this e-mail message are those of the author only.



Request for Decision (RFD)

Subject: Discretionary Use - Apartment Building in Residential Low Density Zone

To: Deon Rumbolt

Meeting: Regular Meeting - 12 Jun 2023

Department: Development and Planning

Staff Contact: Charlotte Patterson, Development Inspector

Topic Overview: This applicant is requesting approval to have a 33 unit apartment building located at 21 Mt. Bernard Avenue, Comer Brook, NL. It is important to note that this property was previously approved to have a 24 unit apartment building by Council on March 14th, 2023 as a part of a rezoning of to property to RLD - Residential Low Density. Since then, the applicant would like to increase the number of units to 33, therefore, it had to be re-advertised and sent back to Council for decision.

Attachments: [Application Redacted](#)
[Public Notice](#)
[Memo - Patterson to Rumbolt Redacted](#)
[Figure 1 - Pre-Lim Drawings Redacted](#)
[Figure 2 - Existing Site Aerial View](#)

BACKGROUND INFORMATION:

This property is in the Residential Low Density (RLD) zone where an apartment building is a "Discretionary Use" of the City of Comer Brook's Development Regulations. There was a public notice done on May 31st, 2023 in order for residents to voice any possible concerns regarding this development. This was also placed on the City of Corner Brooks website. Since then, we have received no comments.

Under Section 11 - Discretionary Powers of Authority, the application is required to be approved by Council.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to construct a 33 Unit Apartment Building at 21 Mt. Bernard Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Legislation
 City of Corner Brook Development Regulations

Section 11 - Discretionary Powers of Authority

Legal Review: No

RECOMMENDATION:

It is recommended that a 33 unit apartment building at 21 Mt. Bernard Avenue be approved under Section 11 of the City of Corner Brook’s Development Regulations subject to the following conditions:
1.) Engineer & Architect stamped drawings be submitted for approval in the form of a building permit meeting all building, fire, plumbing and life safety codes.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to construct a 33 Unit Apartment Building at 21 Mt. Bernard Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to construct a 33 Unit Apartment Building at 21 Mt. Bernard Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

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

City Manager

From: ONLINE PERMIT SUBMISSION <noreply@cornerbrook.com>
Sent: April 27, 2023 4:05 PM
To: Barker, Shelley
Subject: Online Permit Submission

Follow Up Flag: Follow up
Flag Status: Flagged

Date
04/27/2023
Owner Name
[REDACTED]
Phone Number
[REDACTED]
Email
[REDACTED]
Owner / Applicant Address
[REDACTED] [REDACTED] [REDACTED] Canada Map It
Property Address
21 Mount Bernard Ave Corner Brook, Newfoundland and Labrador A2H 6K7 Canada Map It
Builder Name
[REDACTED]
Builder Address
[REDACTED] [REDACTED] [REDACTED] Canada Map It
Building Type (Please check appropriate box)
<ul style="list-style-type: none">• RESIDENTIAL
Construction Type (Please check appropriate box)
<ul style="list-style-type: none">• ERECT (NEW)

<p>Development Type (Please check appropriate box)</p> <ul style="list-style-type: none"> • CHANGE OF USE • NEW BUILDING (RESIDENTIAL / COMMERCIAL)
<p>Description of Work</p> <p>██████████ intends to develop the former Presentation Junior High School into a Residential apartment complex. We understand that a request for a discretionary use approval for the building extension is required.</p> <p>I would like to initiate this process.</p>
<p>Estimated Construction Value (MATERIALS & LABOUR)</p> <p>\$ 1,000,000.00 CAD</p>
<p>DECLARATION</p> <p><input checked="" type="checkbox"/> I agree to terms in the declaration</p> <p>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.</p> <p>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.</p>
<p>Upload an attachment</p> <ul style="list-style-type: none"> • S-1.pdf • C-3.pdf • C-2.pdf • C-1.pdf
<p>Consent</p> <p><input checked="" type="checkbox"/> I agree to the privacy policy stated below.</p> <p>The City of Corner Brook uses this web form to collect your information in order to better administer programs and services that citizens use and rely on. The City of Corner Brook committed to protecting the privacy of individuals who chose to utilize these services.</p> <p>This information is collected in compliance with the Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015) and will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose unless you expressly consent otherwise. This information is not disclosed to other public bodies or individuals except as authorized by ATIPPA, 2015.</p>

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City of Corner Brook

PUBLIC NOTICE

The City of Corner Brook has received an application to operate a 33 unit apartment building located at 21 Mt. Bernard Avenue, Corner Brook, NL.

The property is located in a Residential Low Density Zone where an “apartment building” classification of use is a “Discretionary Use” of the City of Corner Brook’s Development Regulations.

Should you wish to provide comment about the proposed development, please contact the Development & Planning Office at 637-1525 or 637-1554 or by Fax: 637-1514. Comments can also be emailed to planning@cornerbrook.com prior to 4:30 p.m. June 7th, 2023.

Jessica Smith
ACTING CITY CLERK

Discretionary Use - Apartment Building in Residential Low
Density Zone

Development & Planning

Memo

To: Deon Rumbolt, Supervisor of Development and Inspection
 From: Charlotte Patterson, Development Inspector III
 Date: June 6, 2023
 Re: **21 Mt. Bernard Avenue – Discretionary Use – Apartment Building**

Deon,

This is with reference to an application I received requesting approval to have a 33 unit apartment building located at 21 Mt. Bernard Avenue, Corner Brook, NL. It is important to note that this property was previously approved to have a 24 unit apartment building by Council on March 14th, 2023 as a part of a rezoning of to property to RLD - Residential Low Density. Since then, the applicant would like to increase the number of units to 33, therefore, it had to be re-advertised and sent back to Council for decision.

This property is in the Residential Low Density (RLD) zone where an apartment building is a "Discretionary Use" of the City of Corner Brook's Development Regulations. There was a public notice done on May 31st, 2023 in order for residents to voice any possible concerns regarding this development. This was also placed on the City of Corner Brooks website. Since then, we have received no comments.

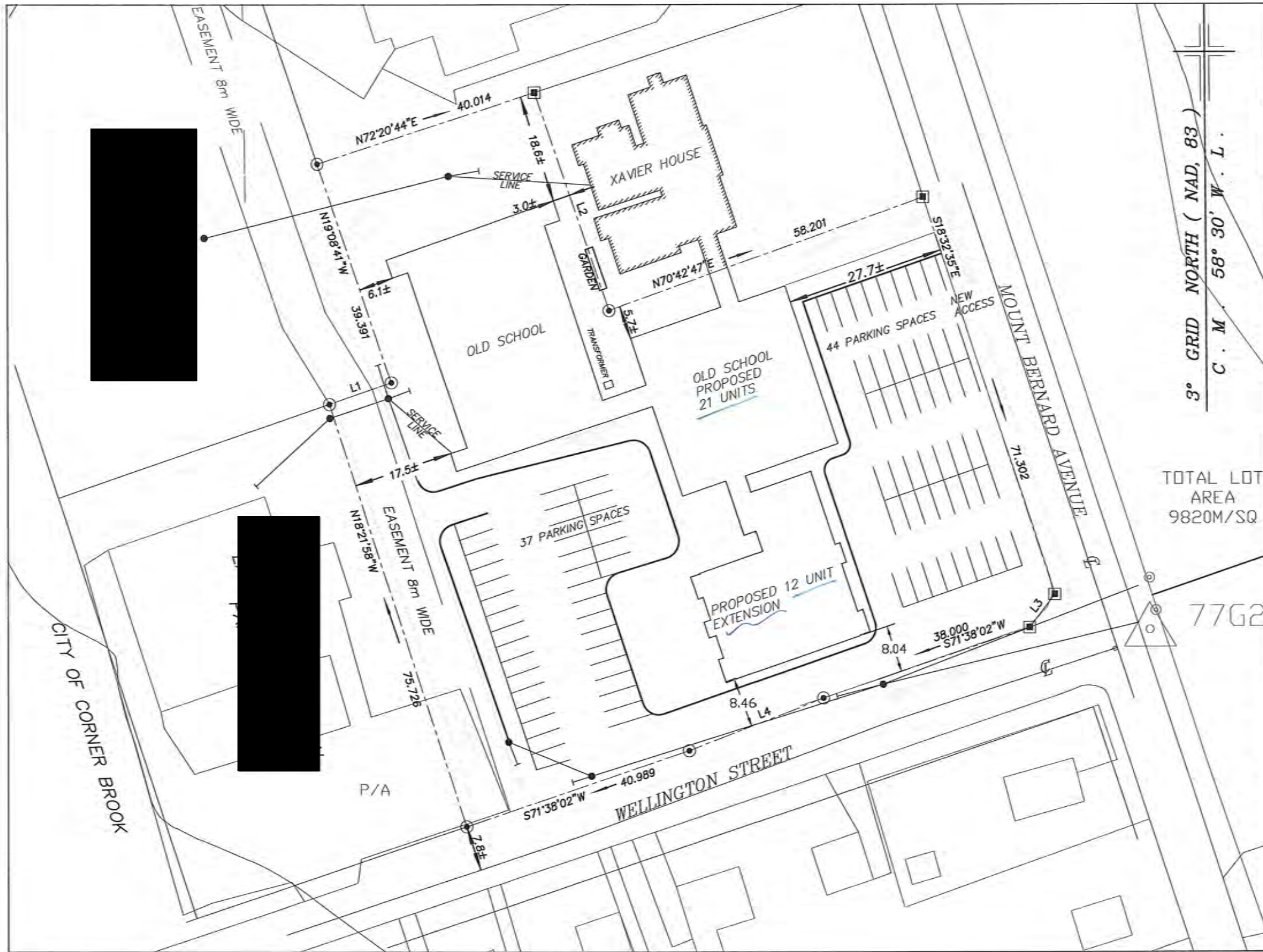
Under *Section 11 – Discretionary Powers of Authority*, the application is required to be approved by Council.

It is recommended that a 33 unit apartment building at this location be approved under Section 11 of the City of Corner Brook's Development Regulations subject to the following conditions:

- 1.) Engineer & Architect stamped drawings submitted for approval in the form of a building permit meeting all building, fire, plumbing and life safety codes.

I trust this is to your satisfaction. If you have any questions or comments, please let me know.


 Charlotte Patterson
 Development Inspector III



permit:

stamp:	designed by:
	checked by:
	approved by:
	date:

NOTES:

NO.	REVISION	DATE

CLIENT:

CORNER BROOK
NEWFOUNDLAND, CANADA

PROJECT:

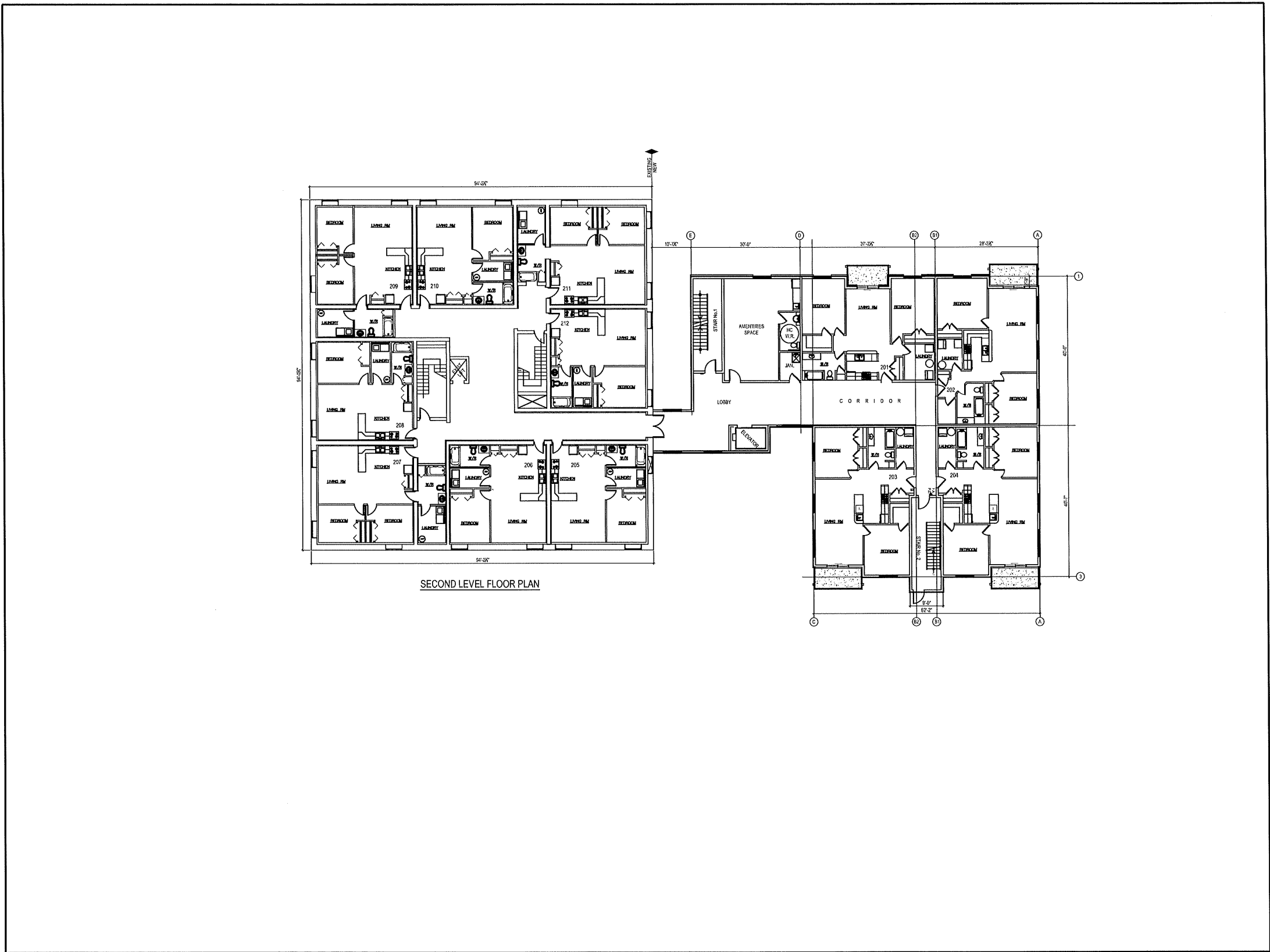
PROPOSED 33 UNIT APARTMENT BUILDING FORMER PRESENTATION SCHOOL

DRAWING TITLE:

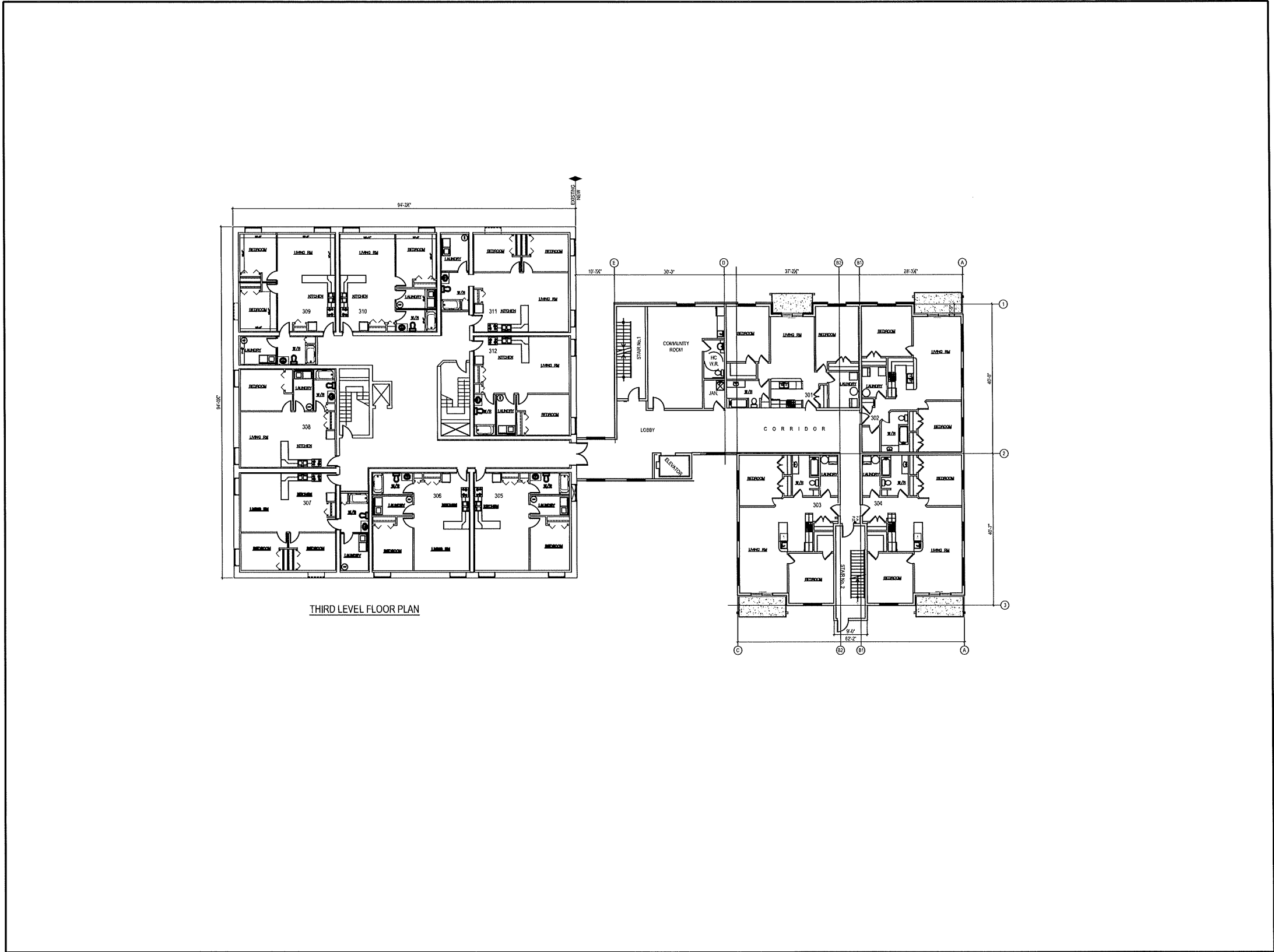
PROPOSED SITE PLAN

DRAWN BY:	DATE:
DEVELOPED BY:	SCALE:
PROJECT NO.:	

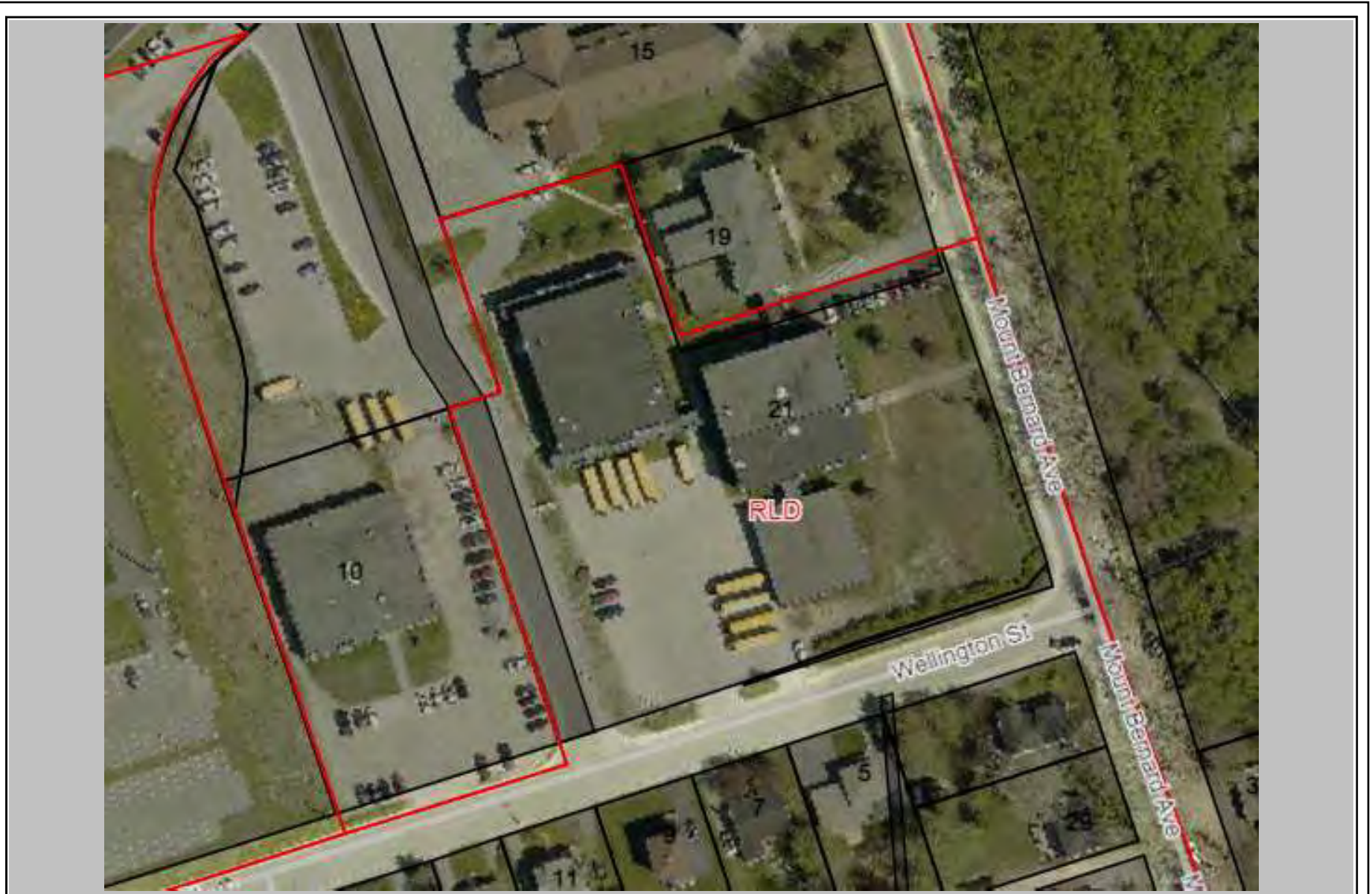
DRAWING NO: **SP-01** REV. NO: 0



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NOTES:	
[REDACTED] [REDACTED] NEWFOUNDLAND, CANADA [REDACTED]	
CLIENT:	
PROJECT:	
PROPOSED 33 UNIT APARTMENT BUILDING FORMER PRESENTATION SCHOOL	
DRAWING TITLE:	
SECOND FLOOR PROPOSED PLAN	
DRAWN: [REDACTED]	DATE: 12/02/2023
[REDACTED]	SCALE: NTS
PROJECT NO:	
DRAWING NO: C-2	REV NO: 0



permit:							
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 75%;">REVISION</th> <th style="width: 20%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	REVISION	DATE			
NO.	REVISION	DATE					
 [REDACTED] [REDACTED] [REDACTED] [REDACTED]							
CLIENT:							
PROJECT:							
PROPOSED 45 UNIT APARTMENT BUILDING FORMER PRESENTATION SCHOOL							
DRAWING TITLE:							
THIRD FLOOR PROPOSED PLAN							
DRAWN BY:	DATE: 12/02/2023						
DEVELOPER:	SCALE: NTS						
PROJECT NO:							
DRAWING NO:	REV NO:						
C-3	0						



 City of Corner Brook Community Services Department Planning Division	PROJECT: 33 Unit Apartment Building	NOTES: THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.	LOCATION: 21 Mt. Bernard Avenue	
	TITLE: Aerial View		PREPARED BY: C.Patterson	
5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com	THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.		DEPARTMENT: Development and Planning	
			DATE: 2023-06-07	
			PAGE: 1	OF 1



Request for Decision (RFD)

Subject: Proposed Street Closure - Todd Street (Along the Hew & Draw Hotel)

To: Deon Rumbolt
Meeting: Regular Meeting - 12 Jun 2023
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Proposed Street Closure
Attachments: [Figure 1 - Safe Access Drawing](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to close a portion of Todd Street along the Hew & Draw Hotel as shown on the attached drawing (please see Figure 1 - Safe Access Drawing). The purpose of this street closure is to accommodate a summer event tent (tent and fenced area) from the period of July 1, 2023 to September 30, 2023. The event tent and fencing will remain in place throughout this period and will be removed upon completion of the event. If approved, it will be required that the applicant follow the attached Safe Access Drawing which includes entry points and the installation of required safety signage at their cost.

PROPOSED RESOLUTION:

It is RESOLVED to approve the application to close a portion of Todd Street (Along the Hew & Draw Hotel) for the purpose of accommodating a summer event tent from the period of July 1, 2023 to September 30, 2023.

GOVERNANCE IMPLICATIONS:

Legislation
 City of Corner Brook Act
 191

RECOMMENDATION:

Staff recommends Option #1.

ALTERNATIVE IMPLICATIONS:

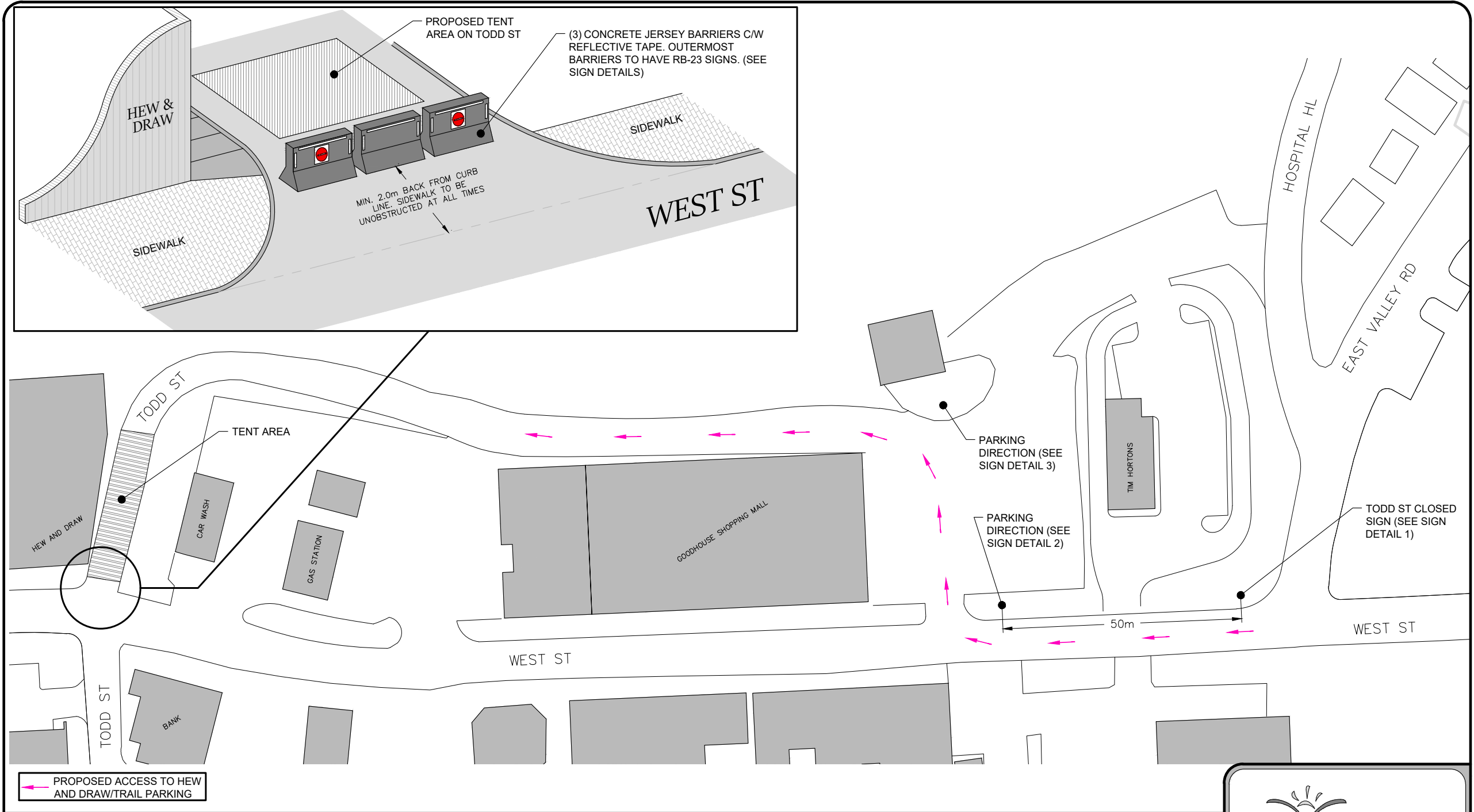
1. That Council approve the application to close a portion of Todd Street (Along the Hew & Draw Hotel) for the purpose of accommodating a summer event tent from the period of July 1, 2023 to September 30, 2023.
2. That Council not approve the application to close a portion of Todd Street (Along the Hew & Draw Hotel) for the purpose of accommodating a summer event tent from the period of July 1, 2023 to September 30, 2023.
3. That the Council of the City of Corner Brook provides other direction to staff.

Approved - 08 Jun 2023

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

Administrative Assistant to the City Manager Approved - 08 Jun 2023

City Manager



ENGINEERING STAMP/PERMIT :

DRAWING TITLE :
SITE PLAN

PROJECT :
HEW & DRAW ACCESS PLAN

SCALE : N.T.S.

PROJECT No.

DRAWING No.

REVISIONS :

NO.	DATE	DESCRIPTION	BY

APPROVED BY :
 DATE : MAY 31, 2023

CHECKED BY :
 REV :

DRAWN BY :
 A.W.

SHEET :
 1 OF 2

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ENGINEERING STAMP/PERMIT :

DRAWING TITLE :

SIGN LEGEND

PROJECT :

HEW & DRAW
ACCESS PLAN

SCALE : N.T.S.

PROJECT No. _____

DRAWING No. _____

REVISIONS :

NO.	DATE	DESCRIPTION	BY

CORNERBROOK

APPROVED BY :	DATE : MAY 31, 2023
CHECKED BY :	REV :
DRAWN BY : A.W.	SHEET : 2 OF 2



Request for Decision (RFD)

Subject: Development Application – Noise By-law - Exterior Food and Beverage Area at the rear of 92 West Street

To: Deon Rumbolt
Meeting: Regular Meeting - 12 Jun 2023
Department: Development and Planning
Staff Contact: Charlotte Patterson, Development Inspector

Topic Overview:

Attachments: [92 West Street - Notice to occupant Redacted Application Redacted Figure 1](#)
[92 West Street Memo - Patterson to Rumbolt Redacted](#)

BACKGROUND INFORMATION:

This is with reference to an application that was received on May 17, 2023 requesting approval to construct an enclosed deck/patio area at the rear of the building for the purpose of exterior entertainment in the form of food and beverage service at 92 West Street, Corner Brook, NL.

This property is in the Downtown Commercial Zone where a bar as a “catering” classification is a “Permitted Use” of the City of Corner Brook’s Development Regulations. There was a notice to occupants hand delivered to 10 nearby residential dwellings on May 26, 2023 in order for them to voice any possible concerns regarding this development. Since then, we have received one (1) complaint by phone. It should be noted that the complaint came from a dwelling located above a business on West Street 3 buildings away and is not directly facing the rear of 92 West Street.

Section 6(d) of the City of Corner Brook’s amended noise by-law states: *“No part of any place of entertainment shall be permitted outside the building in which the place of entertainment is located where such part would directly face a residential dwelling unless granted a permit to do so by Council under section 6 (g)”*.

PROPOSED RESOLUTION:

Be it RESOLVED to approve this application and allow exterior food and beverage service at the rear of 92 West Street as per Section 6 (d) of the City of Corner Brook Noise By-Law.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 Other
 City of Corner Brook's Noise By-Law
 Section 6 (d)

RECOMMENDATION:

It is my recommendation that this development be approved subject to:

- 1.)That the exterior entertainment area meets all other applicable requirements of the City of Corner Brook’s noise by-law for outside entertainment.
- 2.)The patio/deck shall be designed and operated in accordance with the standards established by the Newfoundland and Labrador Liquor Licensing Board.

ALTERNATIVE IMPLICATIONS:

1. That Council approve this application and allow exterior food and beverage service at the rear of 92 West Street as per Section 6 (d) of the City of Corner Brook Noise By-Law.
2. That Council not approve this application and allow exterior food and beverage service at the rear of 92 West Street as per Section 6 (d) of the City of Corner Brook Noise By-Law.
3. That the Council of the City of Corner Brook provides other direction to staff.

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

City Manager



NOTICE TO OCCUPANT

The City of Corner Brook has received an application from [REDACTED] to construct a 12' x 20' exterior deck at the rear of the building located at 92 West Street, Corner Brook, NL for the purpose of outside entertainment in the form of food and beverage.

The property is located in a Downtown Commercial Zone where a “Bar/lounge” is a “Permitted Use” of the City of Corner Brook’s Development Regulations.

Should you wish to provide comment about the proposed development, please contact the Development & Planning Office at 637-1525 or 637-1554 or by Fax: 637-1514. Comments can also be emailed to planning@cornerbrook.com prior to 4:30 p.m. June 5th, 2023.

CITY OF CORNER BROOK

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

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: _____		DATE: <u>May 17, 2023</u>
ADDRESS: <u>92 West Street</u>		
CITY: <u>Corner Brook</u>	PROVINCE: <u>NL</u>	
POSTAL CODE: <u>A2H2Z3</u>	_____	
PROPERTY LOCATION: <u>92 West Street</u>		

ADDRESS: <u>92 West Street</u>		
CITY: <u>Corner Brook</u>	_____	
POSTAL CODE: <u>A2H2Z3</u>	_____	

BUILDING PERMIT APPLICATION (Please check appropriate box)

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

DEVELOPMENT APPLICATION (Please check appropriate box)

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

DESCRIPTION OF WORK:

Building a new enclosed patio on the rear of our building. Approx. 12 x 20 ft.

ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ 3000

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

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

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

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



City of Corner Brook
Community Services Department
Planning Division

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

PROJECT: Noise By-Law

TITLE: Rear Deck for Entertainment

THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

NOTES:

LOCATION: 92 West St

PREPARED BY: C.Patterson

DEPARTMENT: Development and Planning

DATE: 2023-06-07

PAGE: 1 OF 1

VERSION: 1

Development & Planning

Memo

To: Deon Rumbolt, Supervisor of Development and Inspection
 From: Charlotte Patterson, Development Inspector III
 Date: June 5, 2023
 Re: **92 West Street – [REDACTED] – Exterior Food and Beverage Area**

Deon,

This is with reference to an application I received from [REDACTED] requesting approval to construct an exterior rear deck consisting of a patio and railing for exterior entertainment in the form of food and beverage at located at 92 West Street, Corner Brook,

West Street is in the Downtown Commercial (DTC) zone where a bar as a “catering” classification is a “Permitted Use” of the City of Corner Brook’s Development Regulations. There was a notice to occupants hand delivered to nearby residential dwellings on May 26th, 2023 in order for those residents to voice any possible concerns regarding this development. Since then, we have received one (1) complaint by phone from the dwelling at 82 West Street. *This person does not wish to have the deck at the rear of 92 West Street.*

Bootleg Brew Co.’s proposed rear deck location faces a few residential dwellings/apartments from which we received no complaints. The complaint we received was from #82 West Street which is 3 buildings down the street and does not directly face the proposed rear deck location.

Section 6(d) of the City of Corner Brook’s amended noise by-law states: *“No part of any place of entertainment shall be permitted outside the building in which the place of entertainment is located where such part would directly face a residential dwelling unless granted a permit to do so by Council under section 6(g)”*.

It is my recommendation that this development be approved subject to:

1. That the exterior entertainment area meets all other applicable requirements of the City of Corner Brook’s noise bi-law for outside entertainment.
2. The patio/deck shall be designed and operated in accordance with the standards established by the Newfoundland and Labrador Liquor Licensing Board.

I trust this is to your satisfaction. If you have any questions or comments, please let me know.

[REDACTED]
 Charlotte Patterson
 Development Inspector III



Request for Decision (RFD)

Subject: Request to Lease City Sidewalk for Outdoor Seating

To: Sievendra Maistry
Meeting: Regular Meeting - 12 Jun 2023
Department: Land Management
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To execute a Lease agreement with the Tenant of 93 West Street
Attachments: [93 West Street Lease draft](#)
[93 West St Lease Drawing](#)
[Seating area](#)

BACKGROUND INFORMATION:

Land Management has been approached by an tenant of 93 West Street to lease a section of the City of Corner Brook's sidewalk for the purpose of placing some tables and chairs for their restaurant. Table and chairs will be placed directly on the sidewalk with no deck or fencing, to allow better access for pedestrians.

If approved, they will be required to only have seating along the front of their building to allow the free and unrestricted flow of pedestrians. Also the lease duration will start in June and end in November, dependent on weather conditions.

PROPOSED RESOLUTION:

It is **RESOLVED** that Council approve the execution of the attached lease agreement with the tenant of 93 West Street for approximately 29 m² (312ft²) of City land located adjacent to 93 West Street.

FINANCIAL IMPACT:

The lease rental is set at \$300. In addition, a minimum property tax of \$275.

GOVERNANCE IMPLICATIONS:

Policy
 Other
 City of Corner Brook Policy
 07-08-05

Legal Review: No

RECOMMENDATION:

Staff recommends Council approve the lease of City land to the tenant of 93 West Street

ALTERNATIVE IMPLICATIONS:

1. Lease the Land
 - Advantage: Revenue from the lease and additional tax revenues.
 - Disadvantage: Possible restricted pedestrian traffic within the leased area.
2. Don't Lease the land
 - Advantage: City will maintain control of the land. Avoiding any potential pedestrian traffic flows.
 - Disadvantage: Loss of potential revenues.

Director of Finance and
Administration

Approved - 07 Jun 2023

Administrative Assistant to the City
Manager

Approved - 08 Jun 2023

City Manager

THIS LEASE made in duplicate as of the ____ day of _____, 2023

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

of the One Part

AND **TENANT**, a body corporate, duly incorporated under the laws of the Province of Newfoundland and Labrador and having its head office in the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

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

PREMISES LEASED

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

TENANCY

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

TERM

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of one (1) year, commencing the ____ day of _____ 2023, for the rental of Three Hundred Dollars (\$300.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

RENT

4. The Tenant shall pay to the Landlord a rental of Three Hundred Dollars (\$300.00) plus applicable Harmonized Sales Tax (HST).

- 2 -

USE

5.
 - a. The Property shall be used for the business of the operation of a restaurant for some outdoor seating and it shall be used in association with the business operating out of 93 West Street, Corner Brook Newfoundland and Labrador.
 - b. There shall be no change in use other than that related to deck operations relating thereto without the prior consent in writing of the Corner Brook City Council.

PAYMENT OF TAXES

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

CONDITION

7.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water and sewer lines and/or utilities.
 - c. Overhead clearance to be 1.8 meters (6 feet) horizontally from tree to deck.
 - d. Deck to be removed by November 15th and not replaced until April 15th of the following year at the end of the season
 - i. The Tenant understands that the dates mentioned in 7 d) above may change to due to the current weather conditions at that time

GENERAL COVENANTS

- 3 -

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

TENANT'S IMPROVEMENTS

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

INSURANCE

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

COMPLIANCE WITH REGULATIONS

- 4 -

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

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

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

ACCESS BY LANDLORD

13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

EASEMENTS/UTILITIES

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:
- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the 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

- 5 -

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
 - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the 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 Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

NUISANCE

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

INDEMNIFICATION

- 17.
- a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights

- 6 -

arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.

- b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

NON-WAIVER

- 18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

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

EFFECT OF LEASE

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

REMEDIES GENERALLY

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

HEADINGS

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

NOTICES

- 7 -

23.

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

City of Corner Brook

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

Telecopier Number: (709) 637-1625

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

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

Tenant

7 Callahan's Road A
 Corner Brook, NL
 A2H 5W1

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

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

GOVERNING LAW

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

END OF LEASE

25.

- a. The term of the lease shall be a period of one (1) year commencing on _____, 2023 and terminating on _____, 2023 subject to the rights of termination as set out in clauses contained herein.

- 8 -

- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.
- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the 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 Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

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

UTILITIES

27. The rights of the Tenant to occupy the Demised Premises is subject to any easement for water and/or sewer lines 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.

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The rights of the Tenant to occupy the Demised Premises is also subject to any power, electrical and telephone lines and poles with respect thereto.

INTEREST CHARGES

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

LEGAL COSTS

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

ENTIRE AGREEMENT

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

- 10 -

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:

CITY OF CORNER BROOK

Notary Public/Commissioner for Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

THE CORPORATE SEAL of the Tenant was hereto affixed in the presence of:

Company Name

Notary Public/Commissioner for Oaths/Barrister/Solicitor

TENANT

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SCHEDULE "B"

NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to TENANT. to quit occupation of the Property adjacent to 93 West 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 CCB and Tenant dated _____.

Dated this _____ day of _____ 20__.





Signed on behalf of CCB by:

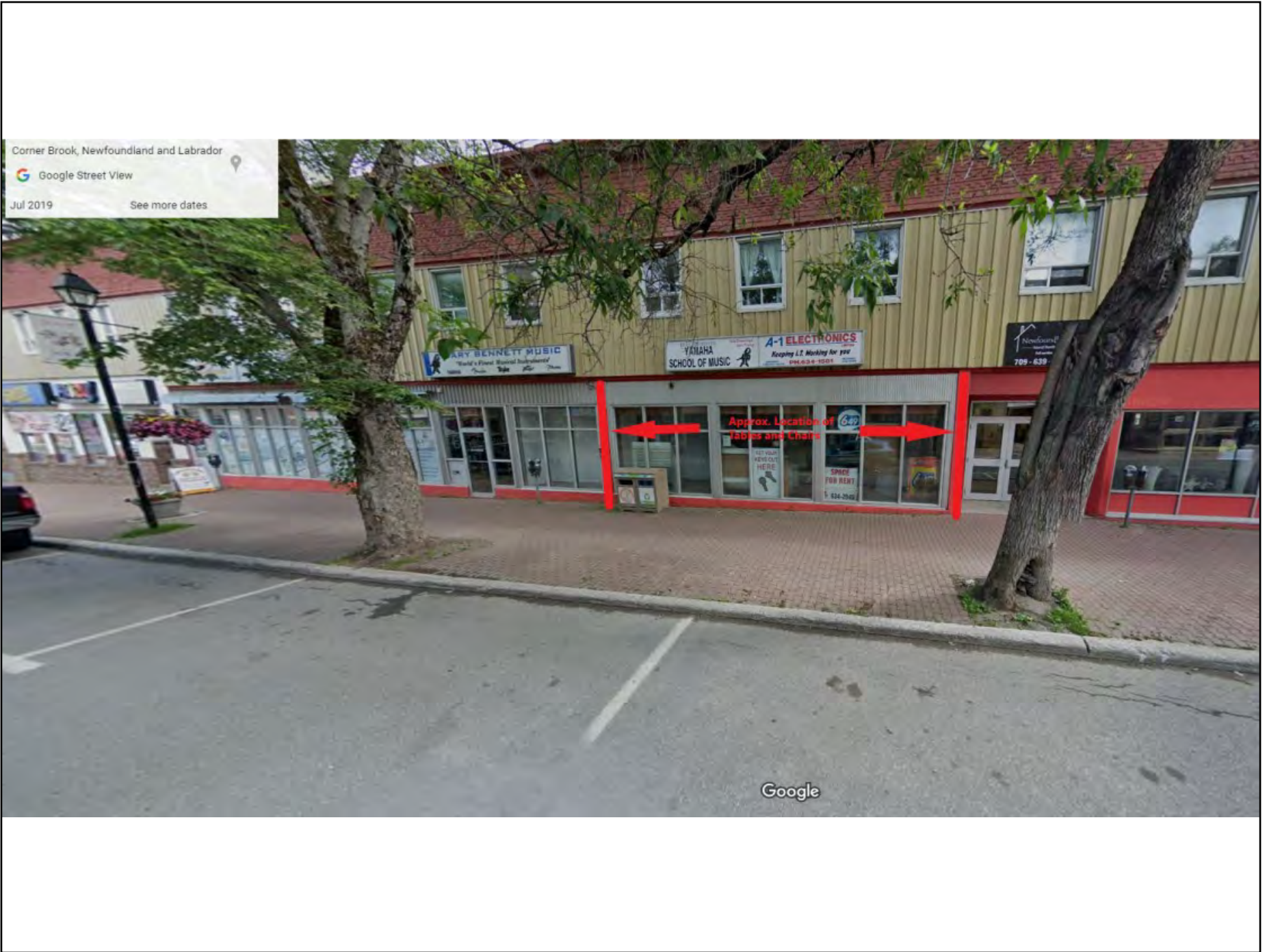
City Manager-City of Corner Brook

Schedule "A"



Approx. Area is 29m²

LEGEND		NOTES		 <p>Location of Leased Land Adjacent to 93 West Street</p>			
Location of Leased Land		1. Unless otherwise noted, all dimensions are in metres.	2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.				
Survey Master Oct 2022		3. 7.5 cm orthoimagery acquired in 2019.	4. Size and shape of parcel is approximate as no survey is available	APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: DTC	REVISION: 0
				<small>Project Path: E:\Users\bduffy\OneDrive\GIS\FreshMaster_Map.qxd</small>			





Request for Decision (RFD)

Subject: Request to Lease City Land Adjacent to 44 Fords Road

To: Sievendra Maistry
Meeting: Regular Meeting - 12 Jun 2023
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To execute a Lease agreement with the resident of 44 Fords Road
Attachments: [44 Fords Rd Lease draft](#)
[44 Fords Rd](#)
[44 Fords sketch](#)

BACKGROUND INFORMATION:

Land Management was approached by the resident of 44 Fords Road who requested to lease City land located adjacent to their property. The purpose of the lease will be for gaining better access to the rear of their property and for beautification. The land in question is a part of a larger whole that was acquired in 1955 for a right of way. Currently the land is vacant, covered with natural vegetation and has an approximately area of 86m² (925ft²).

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the resident of 44 Fords Road for City land on Fords Road.

FINANCIAL IMPACT:

The City receives additional tax revenue from the lease, with a minimum property tax of \$275.

GOVERNANCE IMPLICATIONS:

Policy
 Other
 City of Corner Brook Policy
 07-08-05 & 07-08-08

Legal Review: No

RECOMMENDATION:

Staff recommends Council approve the lease of City land to the resident of 44 Fords Road.

ALTERNATIVE IMPLICATIONS:

1. Approve the lease
 - a. Advantage: Land will be maintained and additional tax revenue.
 - b. Disadvantage: None.
2. Reject the lease
 - a. Advantage: None.
 - b. Disadvantage: The loss of potential tax revenue.

Director of Finance and
Administration

Approved - 07 Jun 2023

Administrative Assistant to the City
Manager

Approved - 08 Jun 2023

City Manager

THIS LEASE made in duplicate as of the ____ day of _____, 2023

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

of the One Part

AND **TENANT**, a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

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

PREMISES LEASED

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

TENANCY

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

TERM

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the ____ day of _____ 2023, for the annual rental of One dollar(\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

RENT

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

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USE

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

PAYMENT OF TAXES

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

CONDITION

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

GENERAL COVENANTS

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

- 3 -

TENANT'S IMPROVEMENTS

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

INSURANCE

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

COMPLIANCE WITH REGULATIONS

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

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

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

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ACCESS BY LANDLORD

13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

EASEMENTS/UTILITIES

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:

- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the Property as part of, appurtenant to or in connection with any such public utility, and
- b. by their respective officers, employees, agents and contractors, to enter upon the Property, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof.”

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

MAINTENANCE AND REPAIR

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
 - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Property in a clean and orderly condition, and not to permit any

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rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Property, all to the satisfaction of the Landlord;

- c. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Property neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Property and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

NUISANCE

16.

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

INDEMNIFICATION

17.

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

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NON-WAIVER

18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

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

EFFECT OF LEASE

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

REMEDIES GENERALLY

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

HEADINGS

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

NOTICES

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

- 7 -

City of Corner Brook

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

Telecopier Number: (709) 637-1625

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

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

Tenant

44 Fords Road
Corner Brook, NL
A2H 2H2

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

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

GOVERNING LAW

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

END OF LEASE

25.

- a. The term of the lease shall be a period of five (5) years commencing on _____, 2023 and terminating on _____, 2028 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

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- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Property or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

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

INTEREST CHARGES

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

LEGAL COSTS

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

ENTIRE AGREEMENT

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

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

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

THE CITY OF CORNER BROOK

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

SIGNED by the Tenant in the presence of:

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Tenant

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SCHEDULE "B"

NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to Tenant to quit occupation of the Property located adjacent to 44 Fords Road in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the ___ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between CCB and _____ dated _____.

Dated this _____ day of _____ 20_____.

Signed on behalf of CCB by:

City Manager-City of Corner Brook

Schedule "A"



LEGEND **NOTES**

Location of Land □

1. Unless otherwise noted, all dimensions are in metres.
2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available

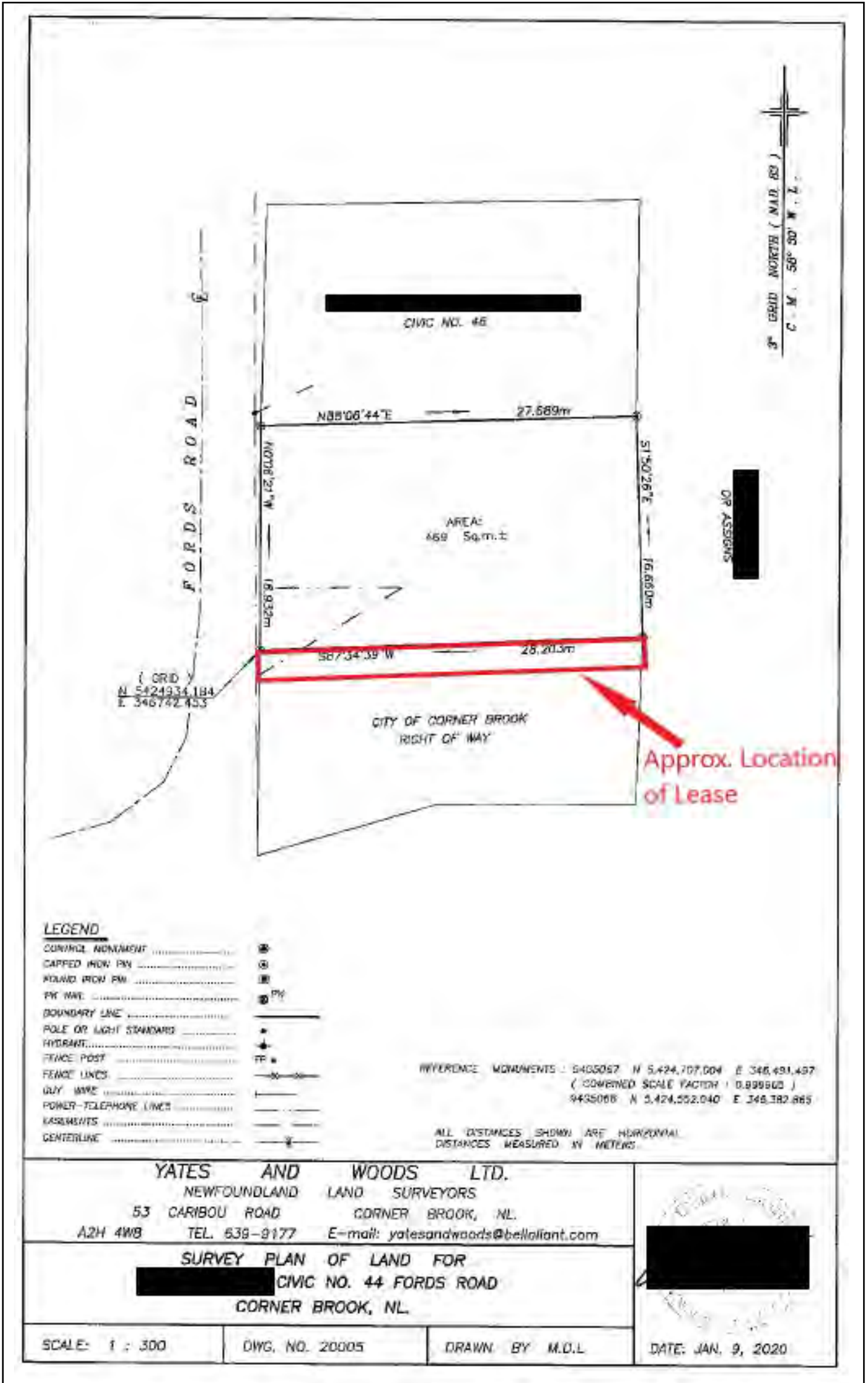


**Location of Land
Near 44 Fords Road**

DRAWN BY:	DATE: 03-07-2022	SCALE: 1:250	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: LI/R/EP	REVISION: 0



Project Path: E:\Users\bduffy\OneDrive\GIS\FreshWater_Map.aprx





Request for Decision (RFD)

Subject: Request to purchase City land behind 85 Valley View Drive

To: Sievendra Maistry
Meeting: Regular Meeting - 12 Jun 2023
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To execute a purchase and sale agreement with the owners of 85 Valley View Drive
Attachments: [Behind 85 Valley View Dr PSA draft](#)
[Land Behind 85 Valley View Dr](#)

BACKGROUND INFORMATION:

Land Management was approached by owner of 85 Valley View Drive and requested to purchase City land located behind their property for the purpose of expanding their back yard. The land in question is apart of a larger parcel that the City obtained in 1981 and has been vacant and covered with natural vegetation since purchased. The parcel has an approximate size of 208 m² (2,239 ft²) and the City has no plans to develop this land as of yet.

If approved, the conditions of the sale would include:

1. Should a survey be needed to complete the sale, the Buyer bears responsibility for this,
2. The Buyer will apply to have the City land consolidated with his existing parcel.

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the purchase and sale agreement between the City of Corner Brook and the owner of 85 Valley View Drive for City land located behind 85 Valley View Drive.

FINANCIAL IMPACT:

Price will be based on \$2.00/ft² which amounts to approximately \$4,500.

GOVERNANCE IMPLICATIONS:

Policy
 Other
 City of Corner Brook Policy
 07-08-05

Legal Review: No

RECOMMENDATION:

Staff recommends Council approve the sale of City land to the owner of 85 Valley View Drive for City land located behind his 85 Valley View Drive property.

ALTERNATIVE IMPLICATIONS:

- 1. Sell the Land
 - o Advantage: Land will be maintained and additional tax revenue
 - o Disadvantage: City will lose control of the land and loss of potential revenue
- 2. Don't sell the land
 - o Advantage: City will maintain control of the land for other possible developments in the future
 - o Disadvantage: Land will not be developed

Director of Finance and Administration	Approved - 07 Jun 2023
Administrative Assistant to the City Manager	Approved - 07 Jun 2023

City Manager

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of June, 2023.

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

AND **BUYER**, of the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter referred to as "the Buyer")

WHEREAS the Seller owns property located near Valley View Drive in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

AND WHEREAS the Seller desire to sell The Property and the Buyers wishes to purchase The Property;

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

PROPERTY AND PURCHASE PRICE

1. The Seller hereby agree to sell and the Buyers agrees to purchase the Property located near Valley View Drive in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of Four Thousand Five Hundred Dollars (\$4,500.00) plus taxes in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

DEPOSIT

2. The Buyers submits with this offer the sum of Five Hundred dollars (\$500.00) 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 to be paid on Closing.

CLOSING

3. This agreement shall be completed on or before the 21st day of July, 2023 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

4. The Seller are to furnish the Buyers with a sketch of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyers is allowed 30 days to investigate the title to The Property, which the Buyers shall do at its 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 Buyers will not waive, this agreement shall be null and void and the deposit herein shall be returned to the Buyers, without interest and without liability by the Buyers for any expenses incurred or damages sustained by the Seller.

CONVEYANCE

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 to the Buyers' lawyer on the closing date. The Property is to be conveyed subject to any existing right of ways or easements located on and under The Property which shall include but not be limited to waterlines, sanitary and storm sewer systems. The Buyers agrees to register the Deed with the Registry of Deeds for Newfoundland and Labrador forthwith after closing and to pay any costs of registration. In the event that the Buyers does not retain a lawyer to represent the Buyers on this purchase the Buyers agrees that the cost of registration of the Deed will be added to the Purchase Price payable by the Buyers to the Seller on closing and the Seller will arrange registration of the original Deed which would then be delivered to the Buyers immediately upon the Seller having received the Registered Deed from the Registry of Deeds.

ADJUSTMENTS AND HST

- 6.
- a) All interest, rentals, taxes and rates on the premises, and assessments are to be adjusted to the date of closing. For further clarity, while The Seller do not pay municipal taxes, The Buyers will pay municipal tax in the year of Closing based on the amount of municipal taxes that would have been levied against the property and business if The Buyers 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 Buyers 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.

SUBDIVISION/CONSOLIDATION

7. The Property is being sold on the condition that the Buyers will apply to the Seller's Community Services Department for consolidation with the Buyers' existing 87 Valley View Drive property. When consolidated the Buyers hereby agrees that the property will not be subdivided without written approval from the Seller

SURVEY

8. The Seller shall only supply the Buyers with the survey and legal description of the Property which it has in its possession and should a new survey and legal description be required to complete the transaction, it shall be at the expense of the Buyers.

EASEMENTS/RIGHT OF WAYS

9. That the Property contain or may contain in the future various infrastructure, including storm sewers, waterlines, sanitary sewers, lift stations, back-up generators, fiber optic cables, power-lines and poles (hereinafter collectively referred to as "Infrastructure"), which Infrastructure shall remain and run with the Property

TENDER

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

AS IS WHERE IS/BUYERS ACCEPT LIABILITY

11. The Buyers hereby agrees to accept The Property "as is" along with any contaminants therein or thereon and the Buyers agree to indemnify and hold the Seller harmless in relation to any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the Seller or the Property, whether foreseeable or not whatsoever arising from contaminants in or upon or originating from the Property, including but not limited to claims for loss, damage or injury (including injury resulting in death) to any person or property and any Orders or directives issued against the Seller(s) by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller(s) by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.

- a) The Buyers acknowledges and agrees that the Property is being sold and The Buyers are purchasing The Property on an "as is" basis, and The Seller shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise.
- b) The Buyers acknowledges and agrees that the Seller make no representations or warranties of any kind express or implied that the present use or the future intended use by The Buyers are or will be lawful or permitted or as to the suitability of The Property for development.

SURVIVE CLOSING

12.

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

OVERDUE PAYMENTS

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

BINDING

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

NON-WAIVER

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

CUMULATIVE RIGHTS

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

NO COLLATERAL AGREEMENTS

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

PAYMENTS

18. All Payments under this Agreement to be made to the Seller shall be to the attention of the City Solicitor:
- City Hall
5 Park St, Suite 3130
P.O. Box 1080
Corner Brook, NL
A2H 6E1

SEVERABILITY

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

JURISDICTION

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

NOTICE

21. 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:

- e) In the case of notice to the Seller to:

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

- f) In the case of notice to the Buyers to:

Buyer
85 Valley View Drive
Corner Brook, NL

A2H 6T5

- g) 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.

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

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

DATED AT _____ this ____ day of _____, 2023.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Mayor or Deputy Mayor

Witness

City Clerk or City Manager

DATED AT _____ this ____ day of _____, 2023.

SIGNED, SEALED & DELIVERED
in the presence of:



IN WITNESS WHEREOF I have
hereunto set my hand and seal


Witness

Buyer

Schedule "A"



LEGEND	NOTES
Location of Land Survey Master Oct 2022 	1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available
	

			
Location of Land Adjacent to 85 Valley View Drive			
DRAWN BY:	DATE: 03-07-2022	SCALE: 1:250	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0

Project Path: E:\Users\bduffy\Qgis\Map\QGIS_FreshMaster_Map.qgz



Request for Decision (RFD)

Subject: Recreational Vehicle Regulation Amendment - ATV Route Changes

To: Rodney Cumby

Meeting: Regular Meeting - 12 Jun 2023

Department: Community Services

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

Topic Overview: The following is for Council Decision on the amendment to the Recreation Vehicle Regulations to adjust the permitted ATV routes in the west end of the City as a result of the construction of the Great Trail Phase I.

Attachments: [Emails-Redacted](#)
[FB IMG 1684687855718](#)
[FB IMG 1684687858428](#)
[FB IMG 1684687852742](#)
[Recreational Vehicle Regulations 2022 schedule a updated 2023](#)

BACKGROUND INFORMATION:

The Great Canadian Trail is the world's largest multi-use recreational trail and extends from coast to coast. The current Trail through the City of Corner Brook can be disjointed (large gaps) and confusing. As a result, the *Great Canadian Trail – Multi Use Trail Study* was undertaken in 2019 by the team of Mills & Wright Landscape Architecture and Harbourside Engineering. The study process included public meetings and stakeholder input sessions. The goal of the study was to:

“...provide a multi-use trail route that is safe, enjoyable, inclusive, and high quality, that encourages recreation and active transportation while protecting the natural environment” (Multi Use Trail Study – 2019)

The study considered several route options, in consultation with the public and stakeholder groups. In the end, The Bay to Brook Option was recommended. One of the most difficult challenges presented during the study was to meet the needs of both ATV / Snowmobile users and non-motorized users. Since a significant trail network already exists for ATV/snowmobiles in and around the City, the emphasis was placed on a facility for non-motorized users. This trail option would see a separate facility for non-motorized uses and would eliminate unsafe conflicts between the two user groups.

After the successful completion of the Trail Study staff applied for funding under the Federal Active Transportation Fund for Phase I of the project. In July of 2021, the City was awarded funding for the \$1.7 Phase I of the trail project.

The approved scope of the project is defined as:

The project consists of addressing gaps in the Great Trail and active transportation route in the City of Corner Brook. The scope of the project includes a pedestrian bridge installation; road, sidewalk, and pedestrian crossing enhancements; as well as upgrades to natural dirt paths, including addition of drainage as necessary, slope stability improvements, vegetation management, and import of tread surfacing materials. The projects aims to establish a continuous active transportation and recreational route along the City's waterfront

The design phase of the project was completed in 2022/2023 and construction began on the project in May of this year.

A Notice of Motion was presented at Council on Monday May 15th to modify the current ATV routes through the City to reflect the non-motorized nature of the Great Trail currently being constructed. The proposed change would see Hilliard's Road removed as an access point to the trail system, extending the route further along Petrie's Street (approx. 1km) to McLeod's Lane where the trail can be accessed heading west to access the many ATV/ snowmobile trails west and south of the City. See attached for proposed route changes.

The proposed changes to the route was released to the public for comment. Several comments were received from residents in the area. Most comments were concerning the safety of the intersection of Petrie's Street, O'Connell Drive (Route 450) and McLeod's Lane and potential speeding and noise issues along McLeod's lane. Another issue raised was access to the trail system for snowmobiles during winter months.

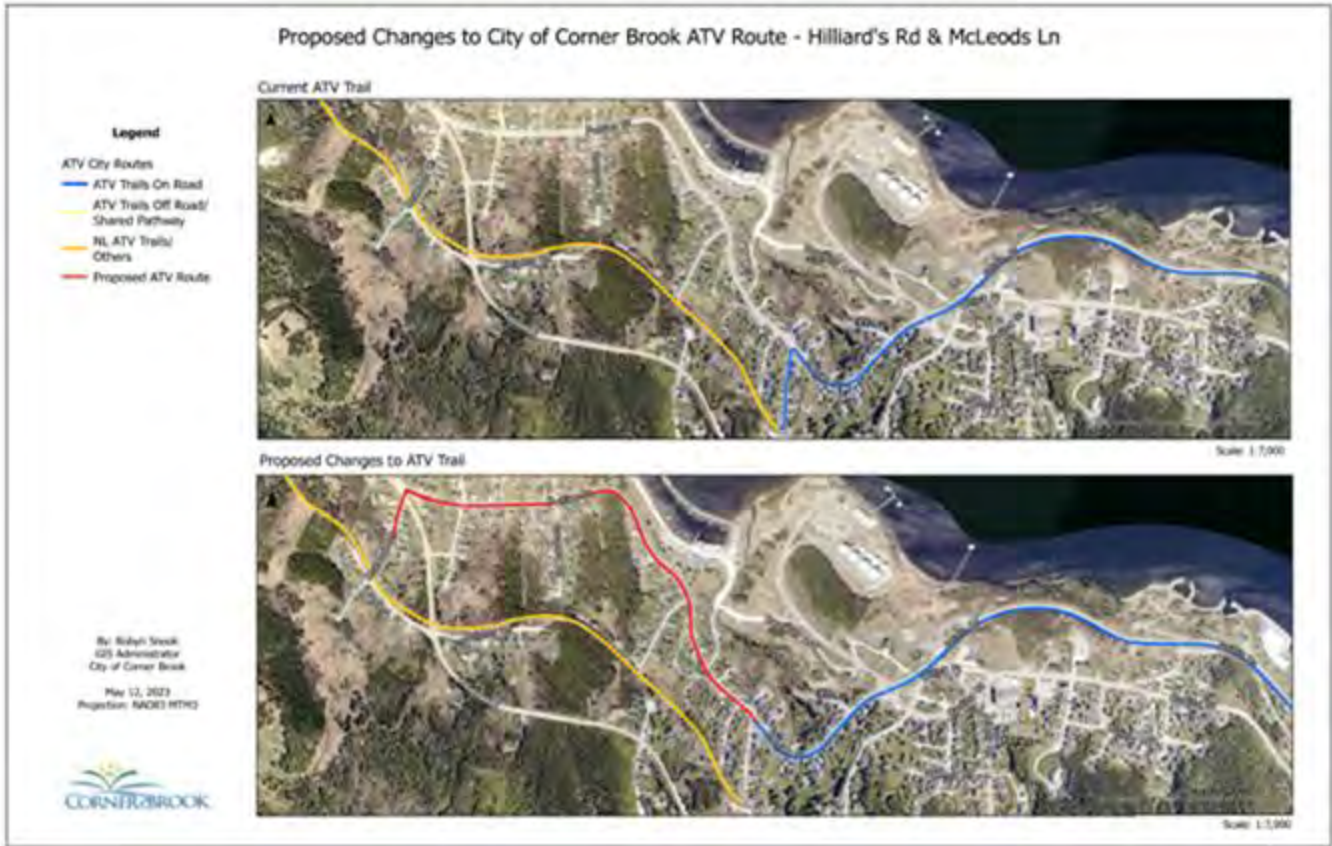
Staff has reviewed these concerns and feel that the any potential safety concerns at the intersection can be addressed by adding "ATV Crossing" warning signs as part of the project. Other options to further improve the safety for all users of the intersections will be considered outside of this contract. One alternative is to realign the intersection approaches to improve sight lines and reduce the speed of vehicles coming off of Petrie's Street. The trail section between Hilliard's Road and McLeod's will be shut down for construction so this will give staff an opportunity to monitor any impacts of a potential route change and address them accordingly. Also, staff are less concerned about snowmobiles using this section of the trail during the winter months as these vehicles do not negatively impact the trail infrastructure and potential user conflicts are significantly reduced.

PROPOSED RESOLUTION:

BE IT RESOLVED that pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 15 of the Off-Road Vehicles Act, and all other enabling powers, the Council of the City of Corner Brook hereby repeals Schedule A (June 15th, 2022) of the Recreational Vehicle Regulations (2022) and replaces with Schedule A (May 15th, 2023)

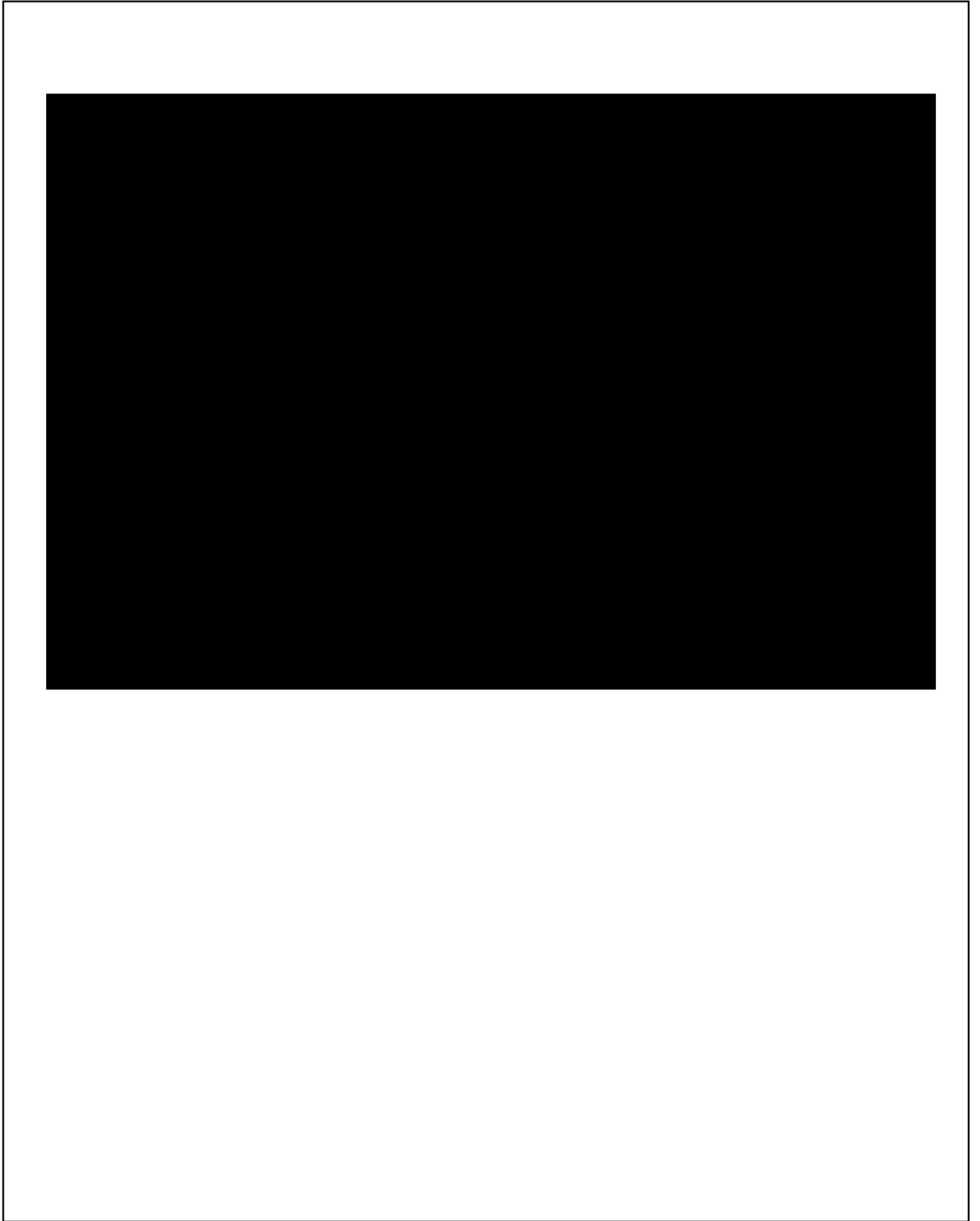
RECOMMENDATION:

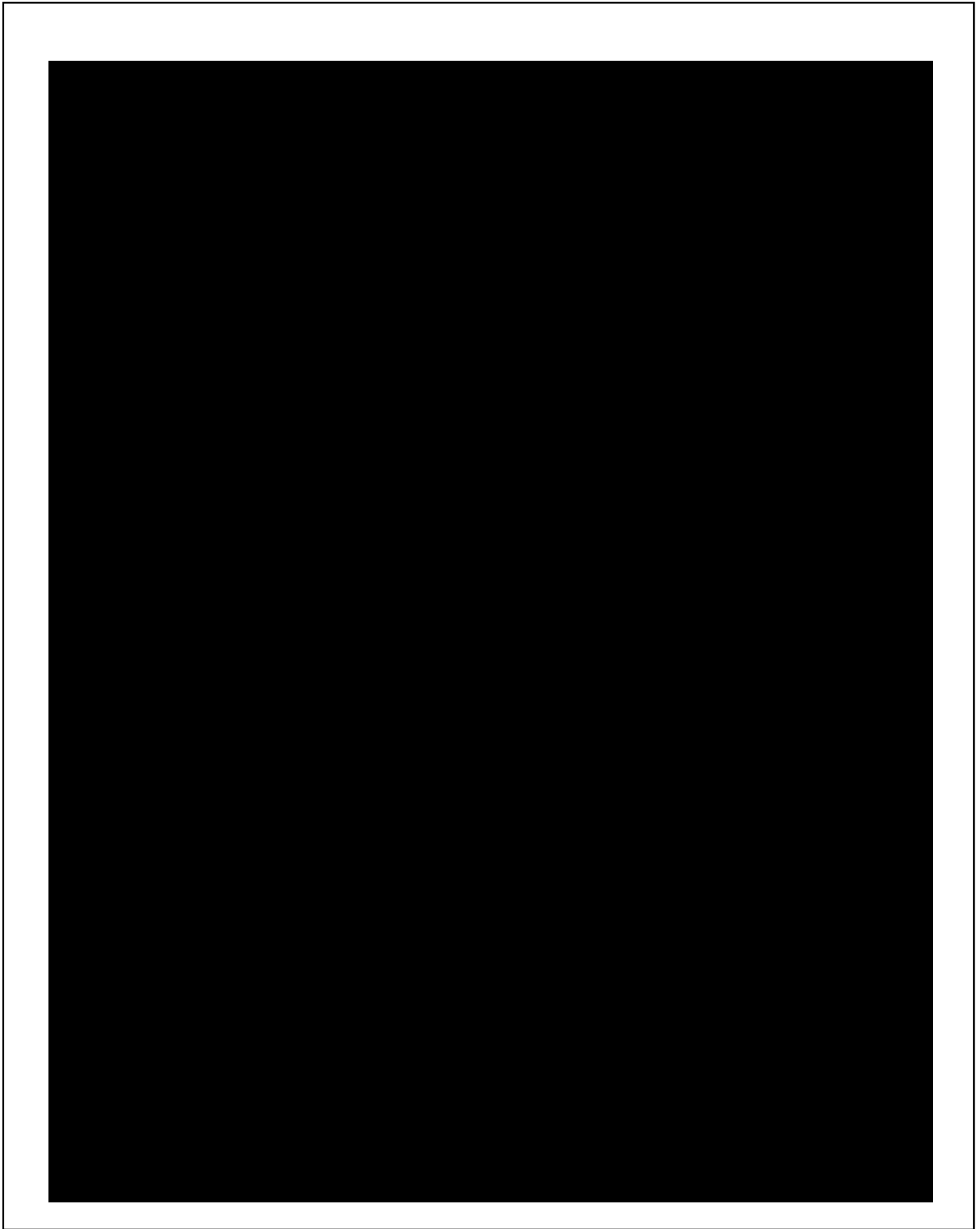
It is the opinion of staff that the proposed changes to the ATV routes as shown below are required and should be implemented to provide a continuous active transportation and recreation route through the heart of the City that will be allow many more users to enjoy what the City has to offer. Non-motorized trails systems throughout the country have proven to be valuable tourism assets and will also enhance the lifestyle of many residents.

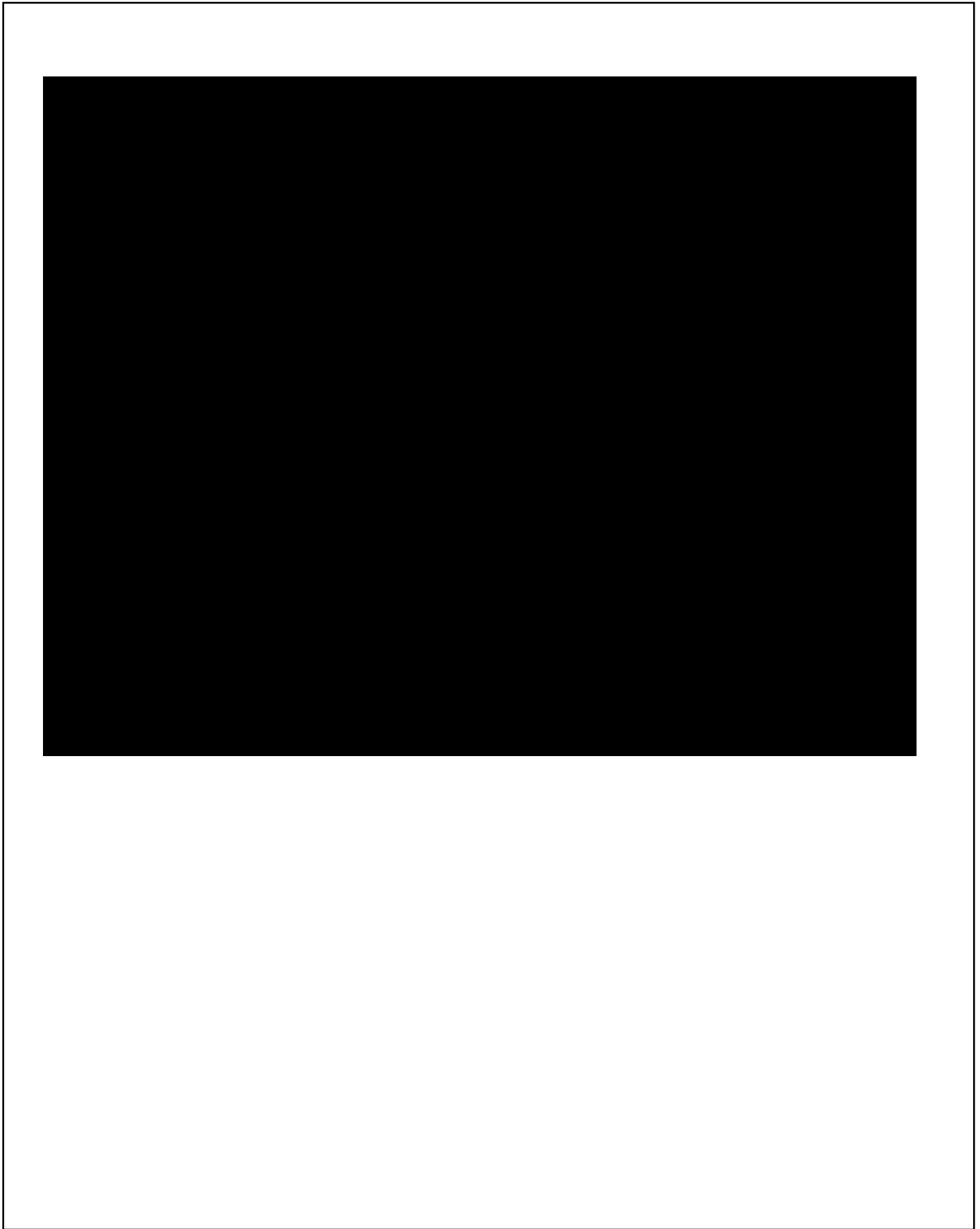


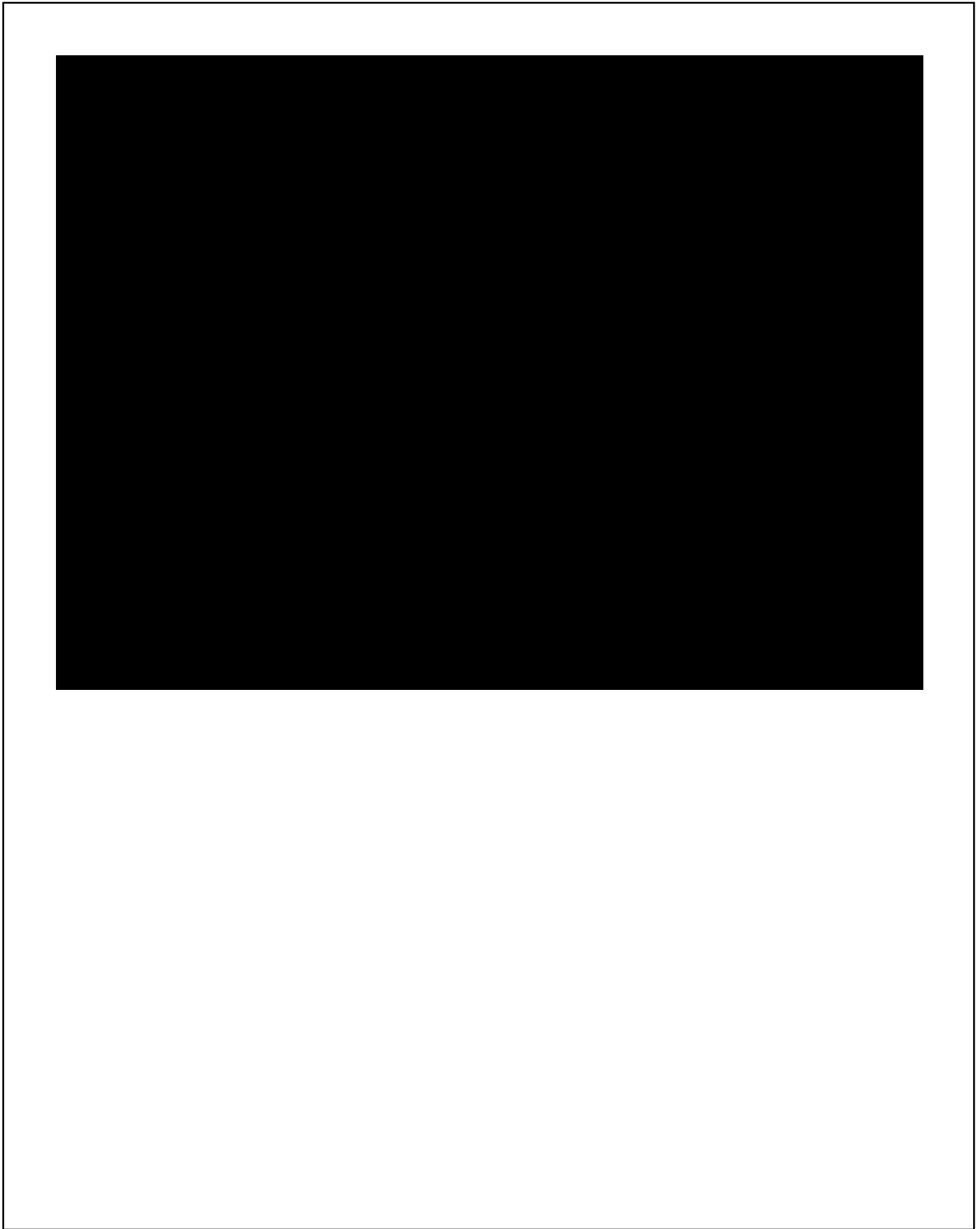
Director of Community, Engineering, Development & Planning Approved - 08 Jun 2023
 Administrative Assistant to the City Manager Approved - 08 Jun 2023

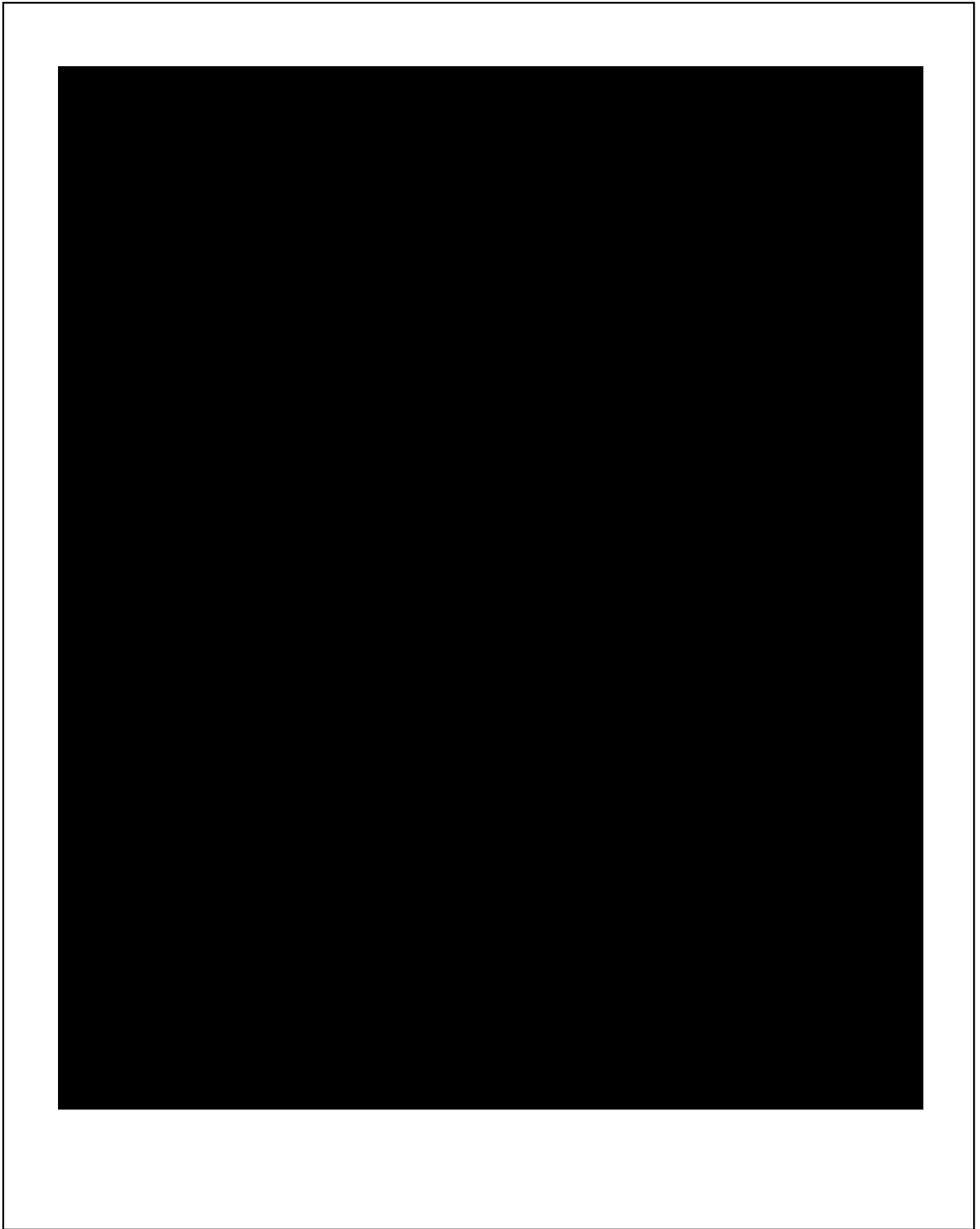
City Manager

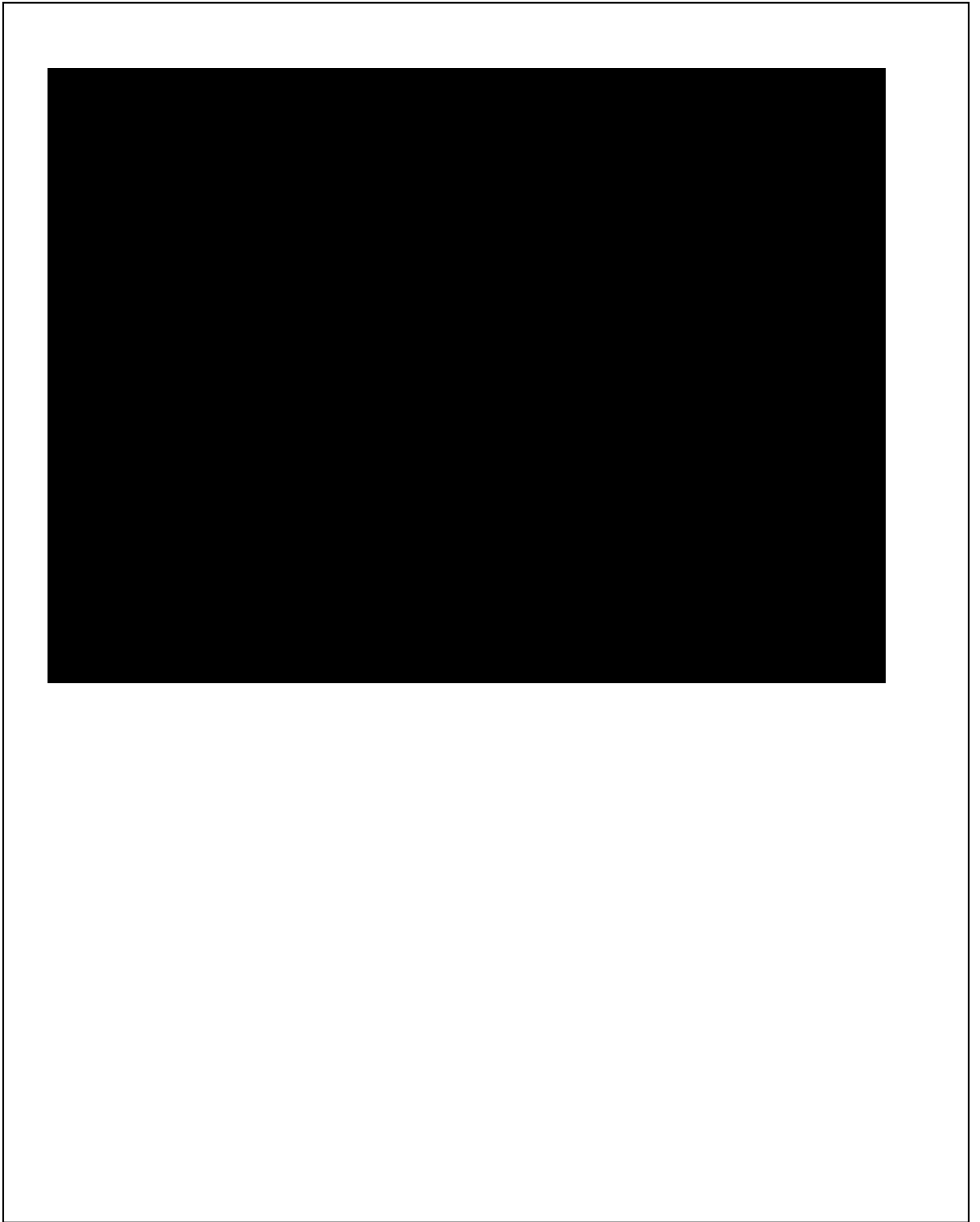


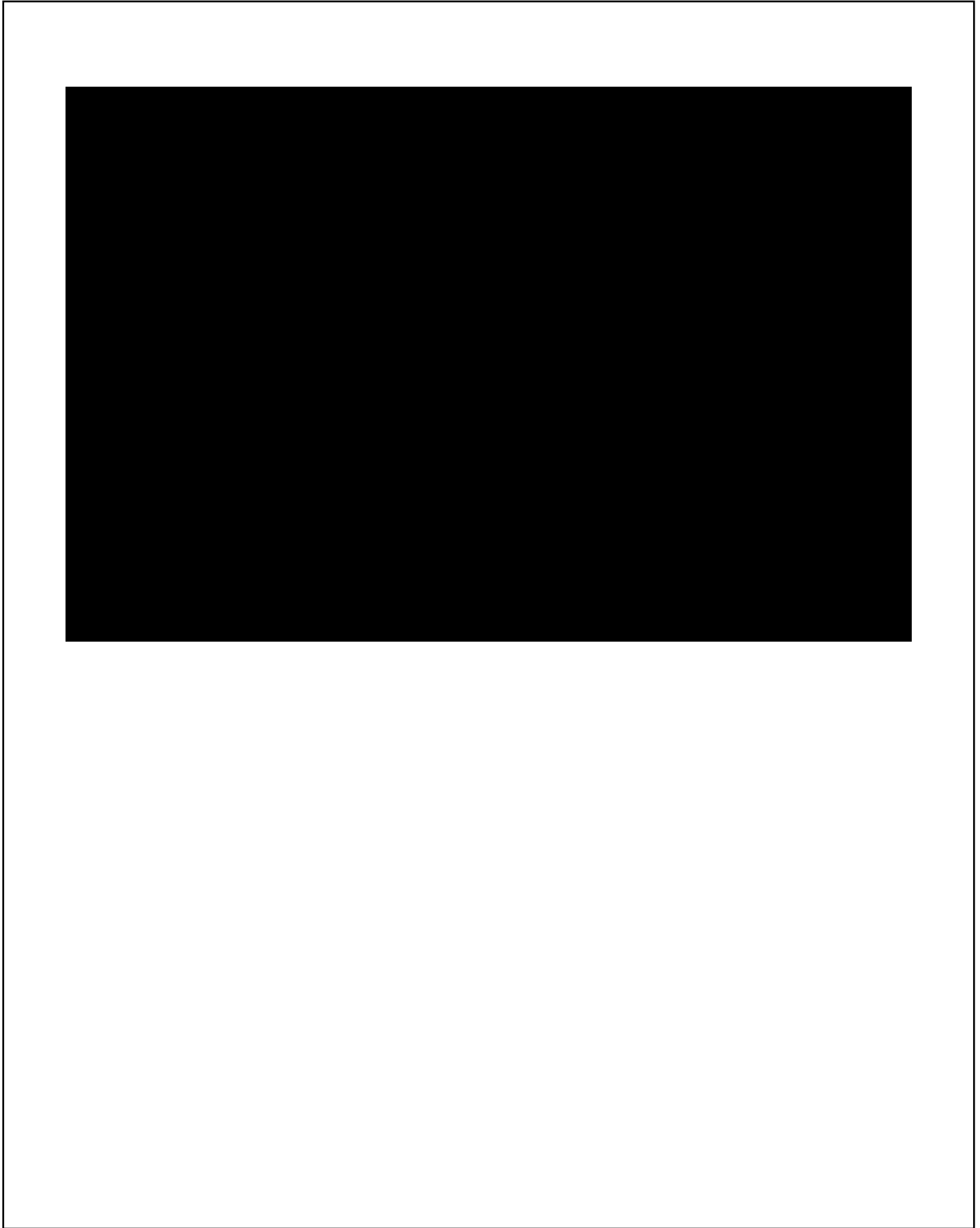


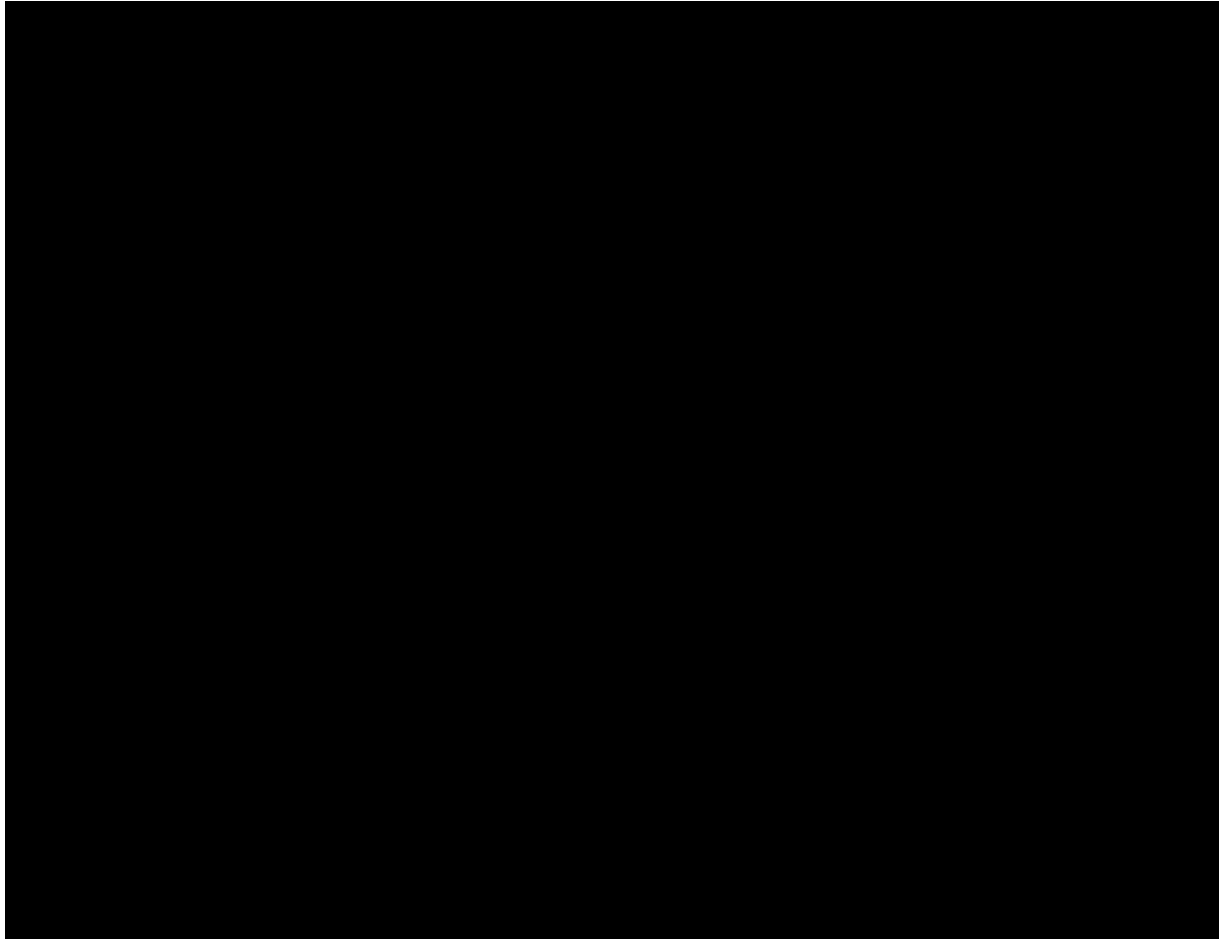


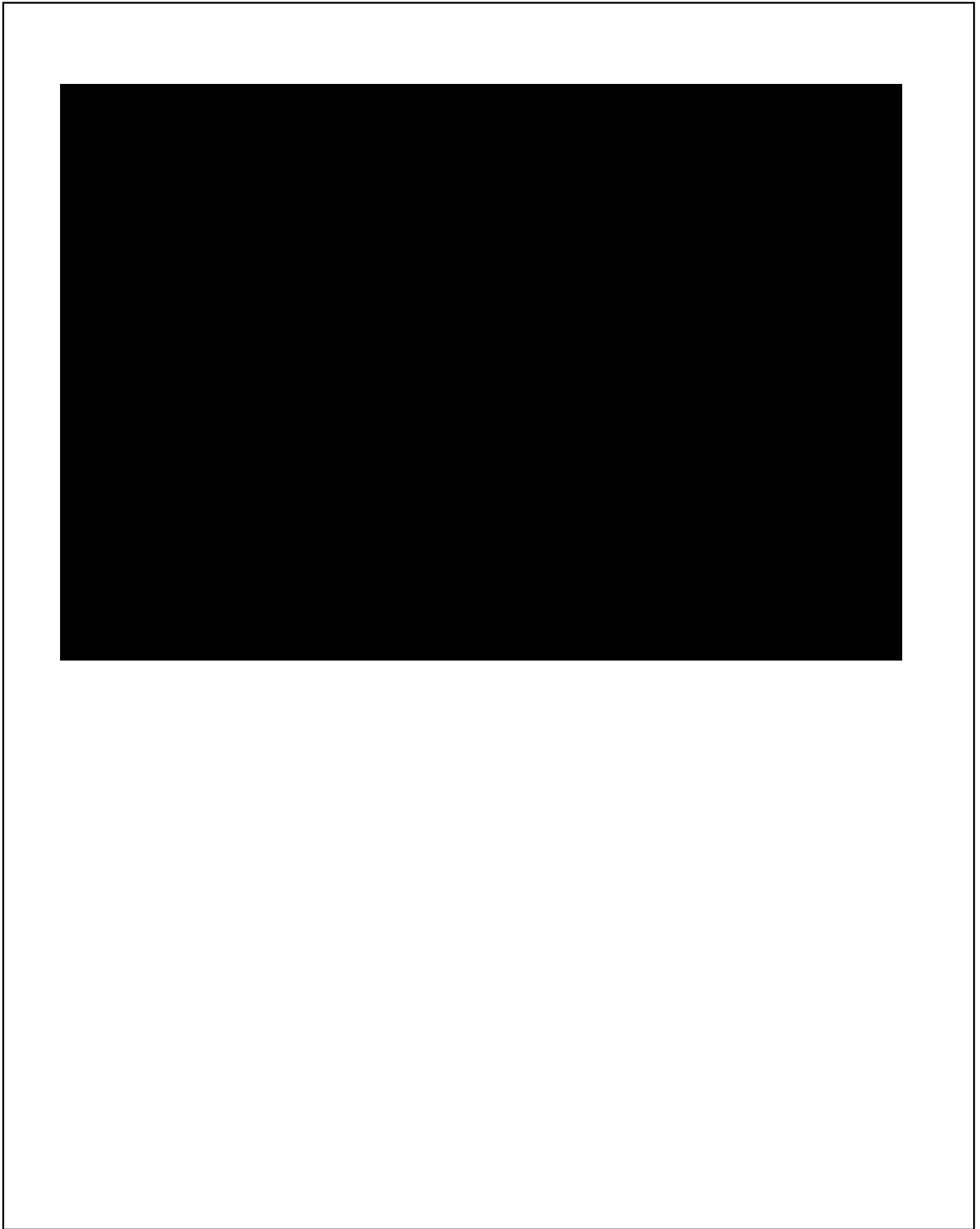


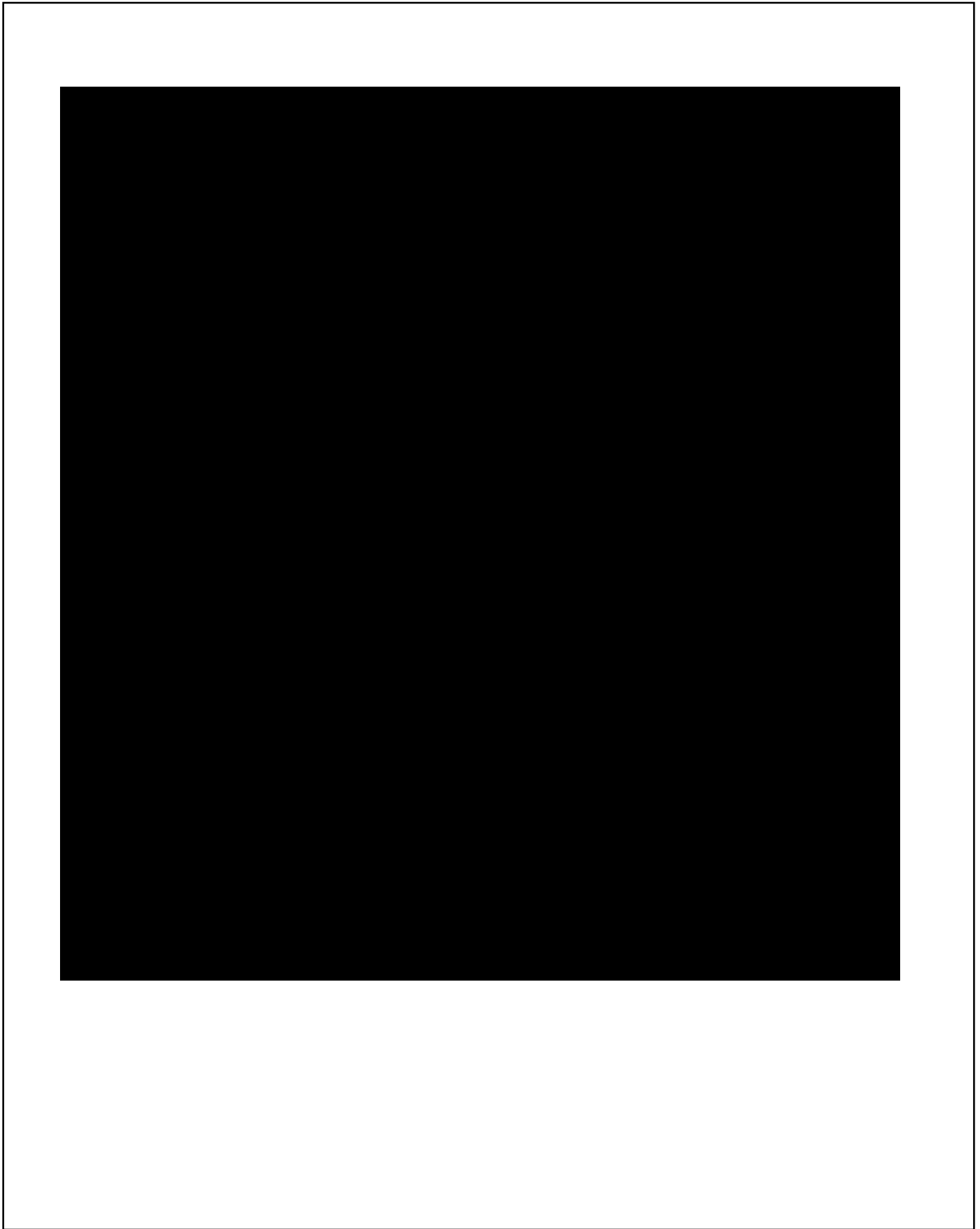


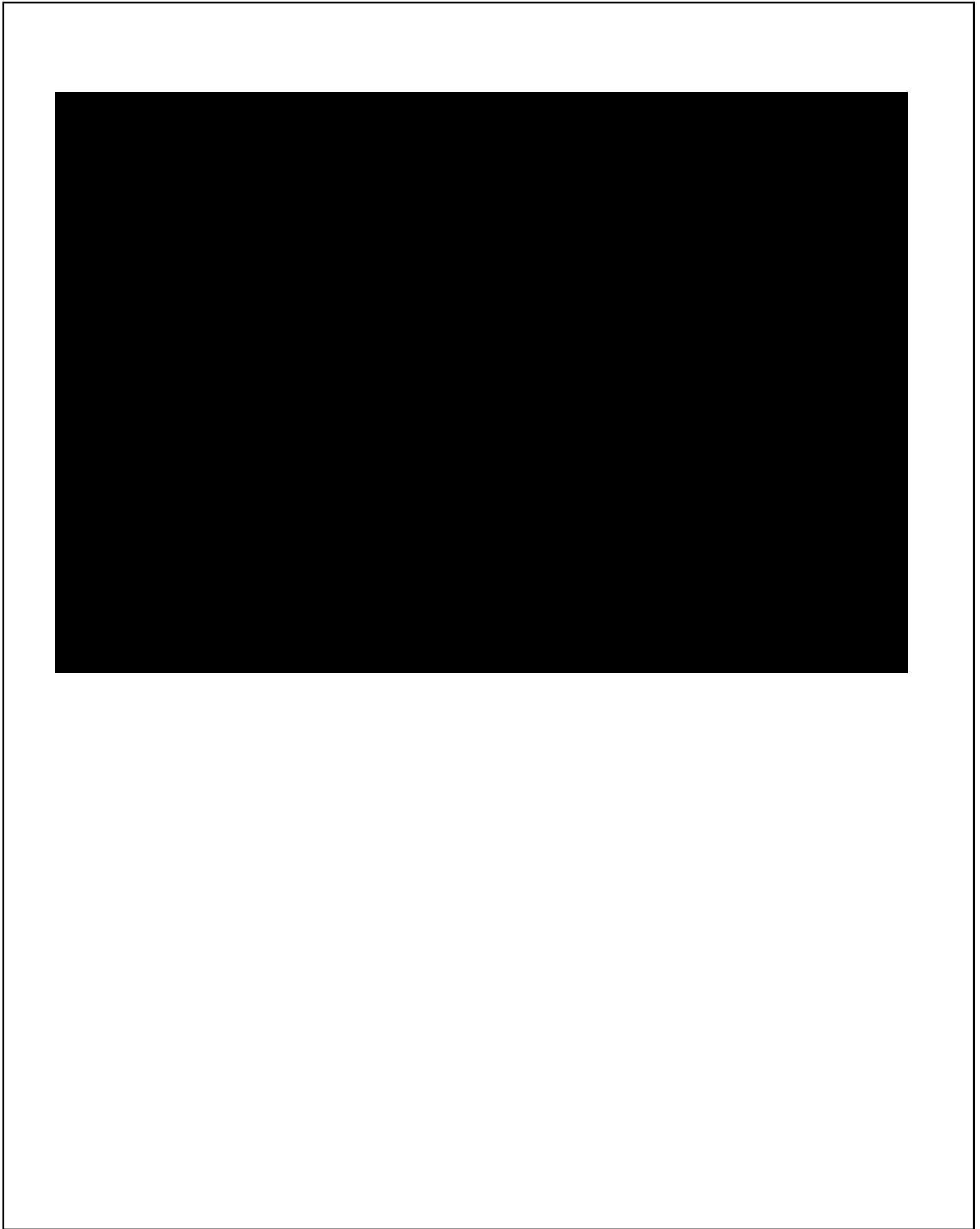


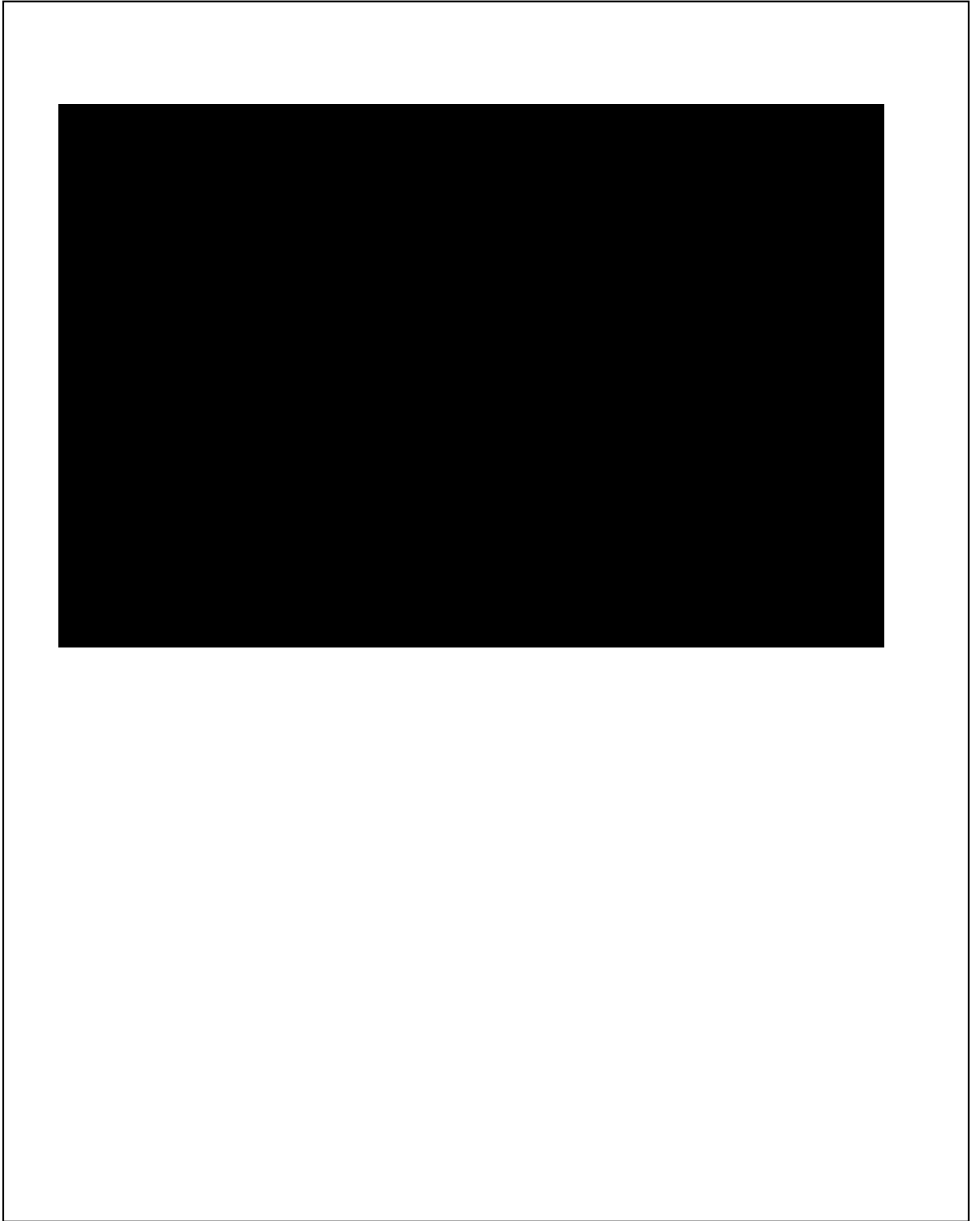


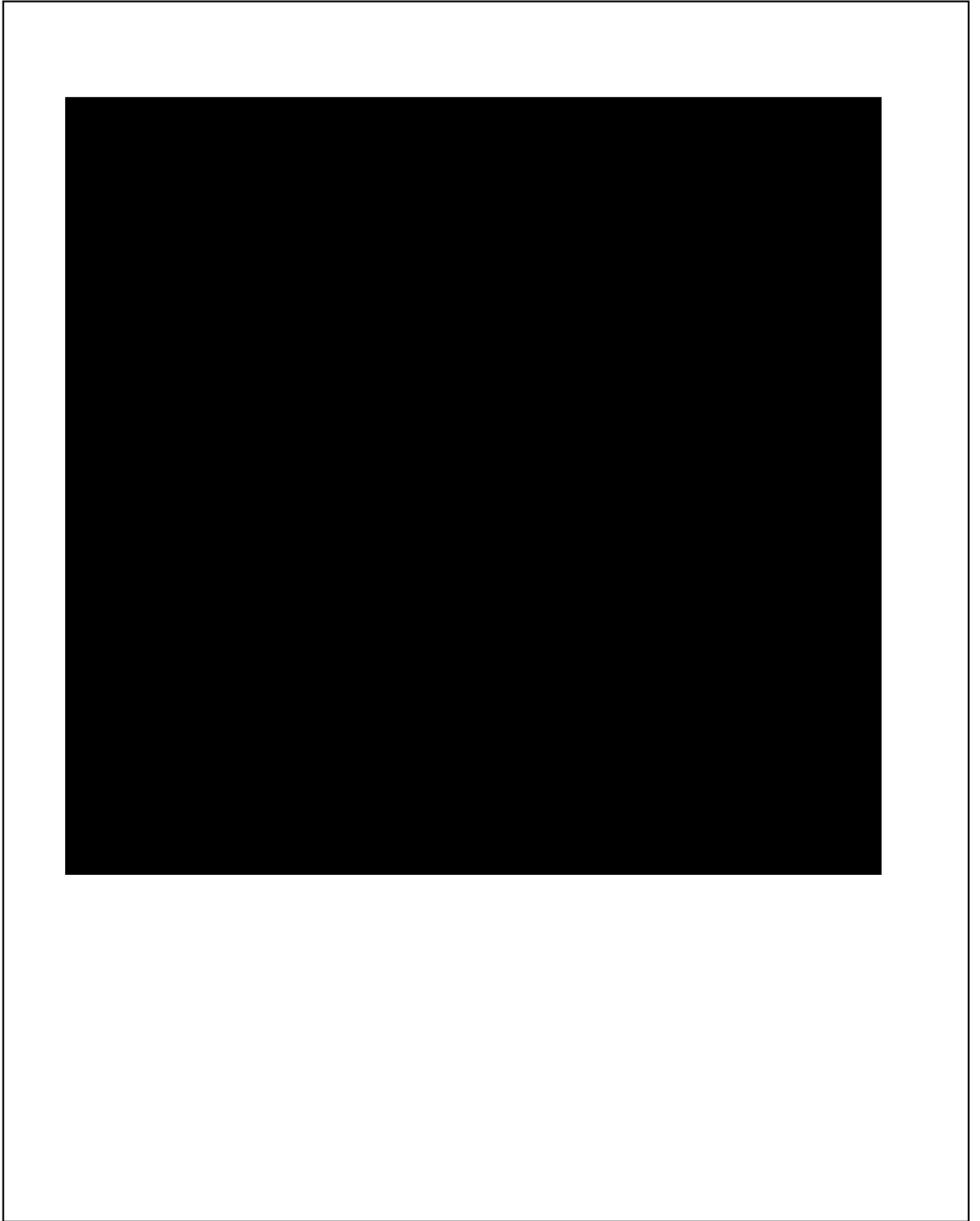


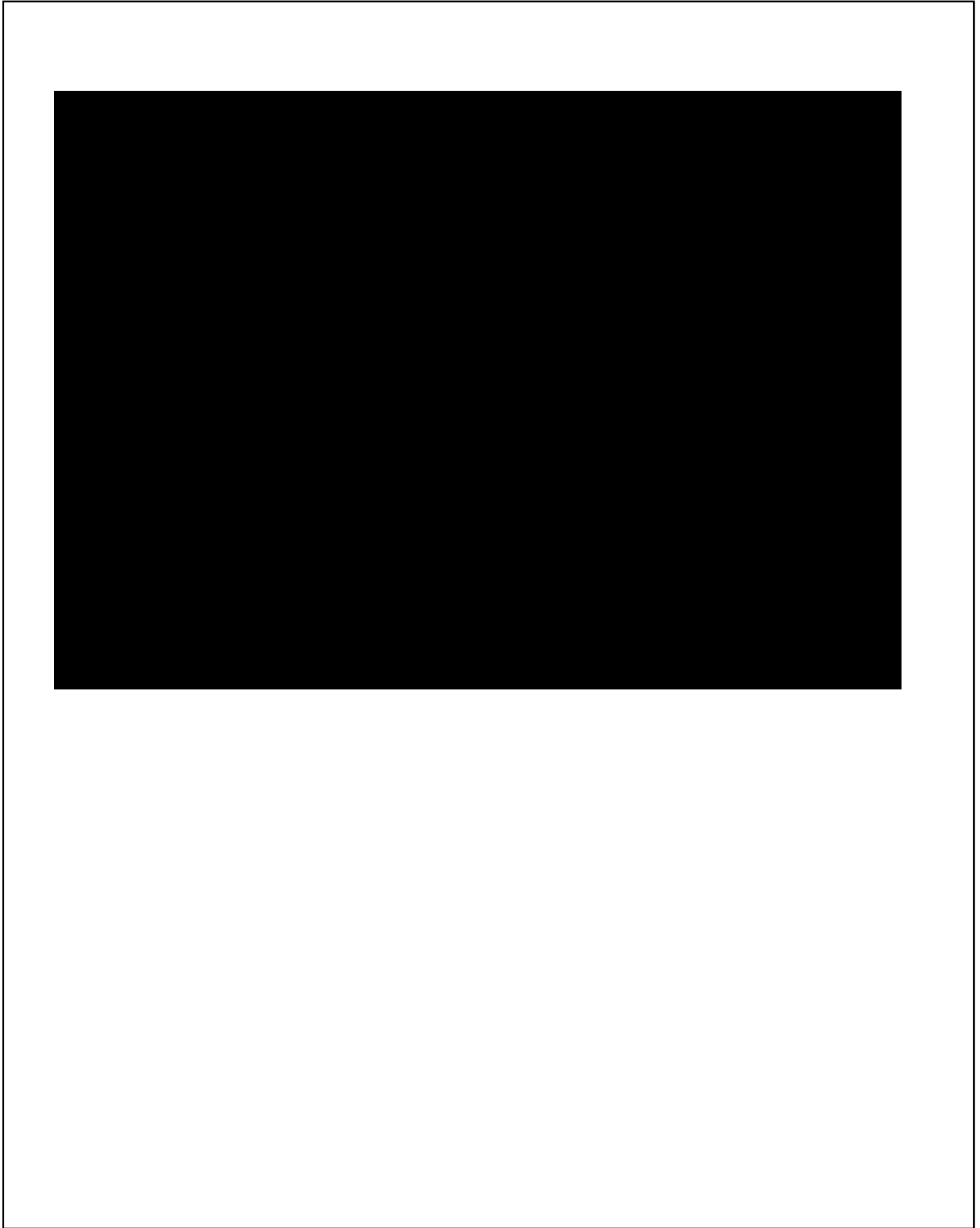


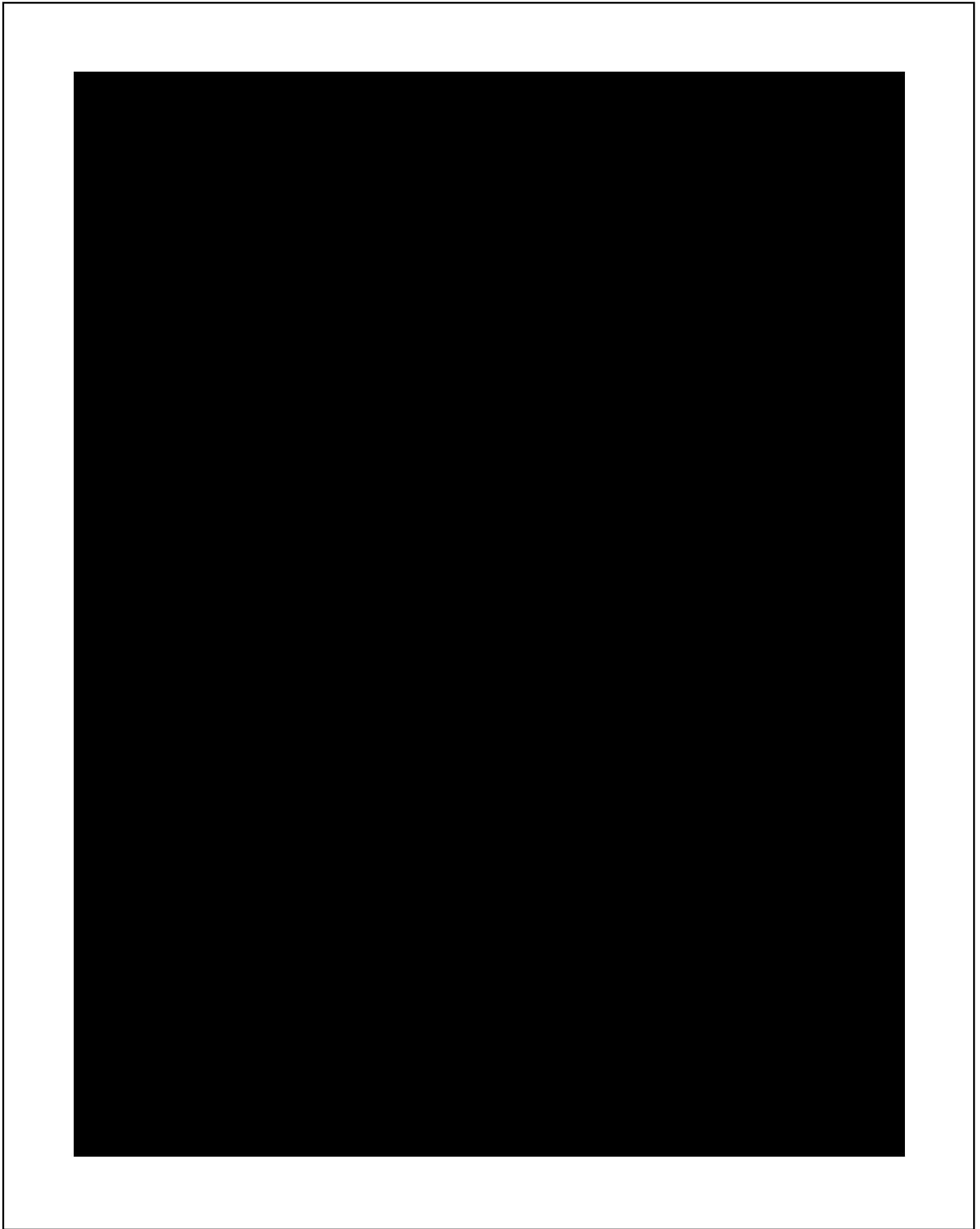


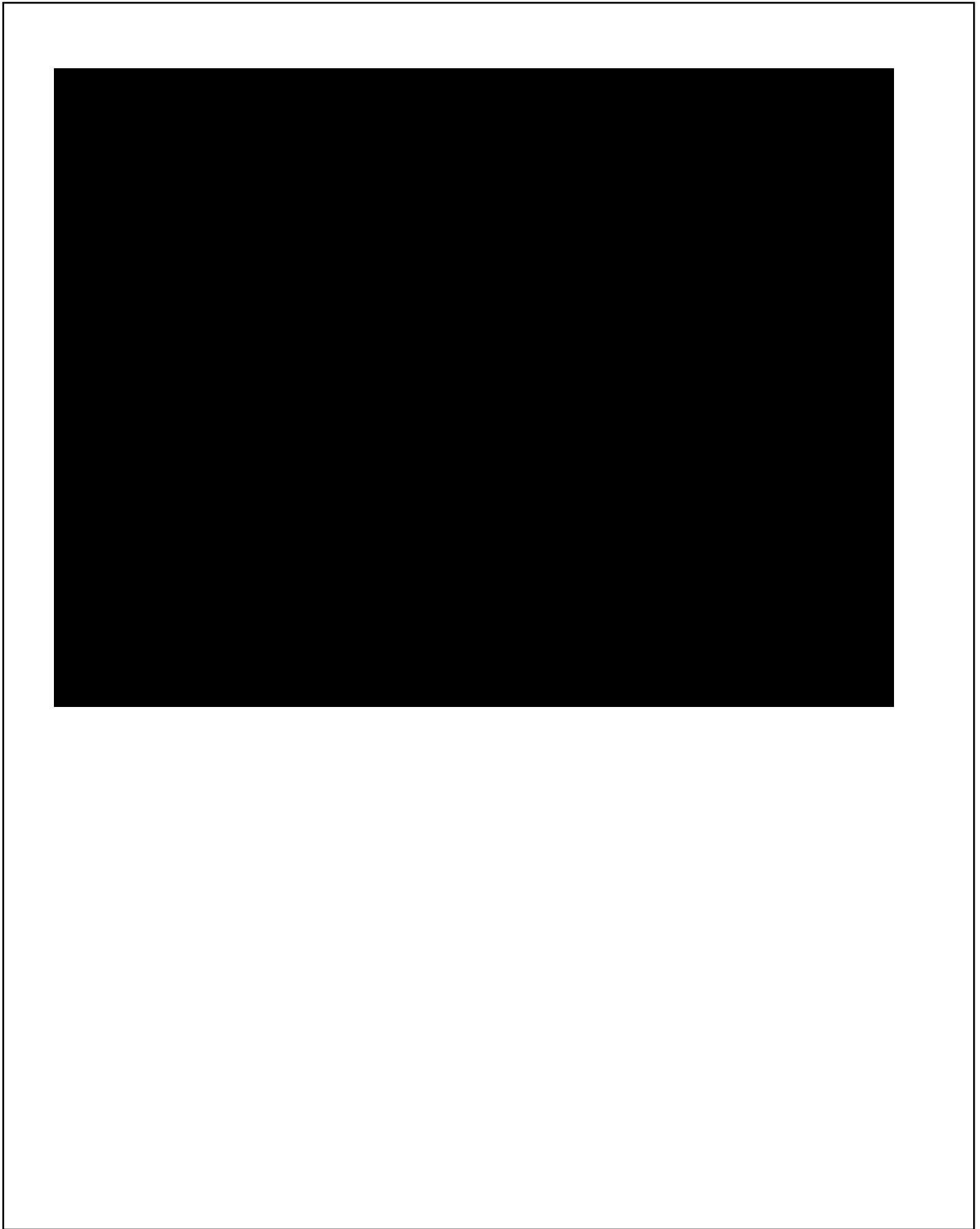


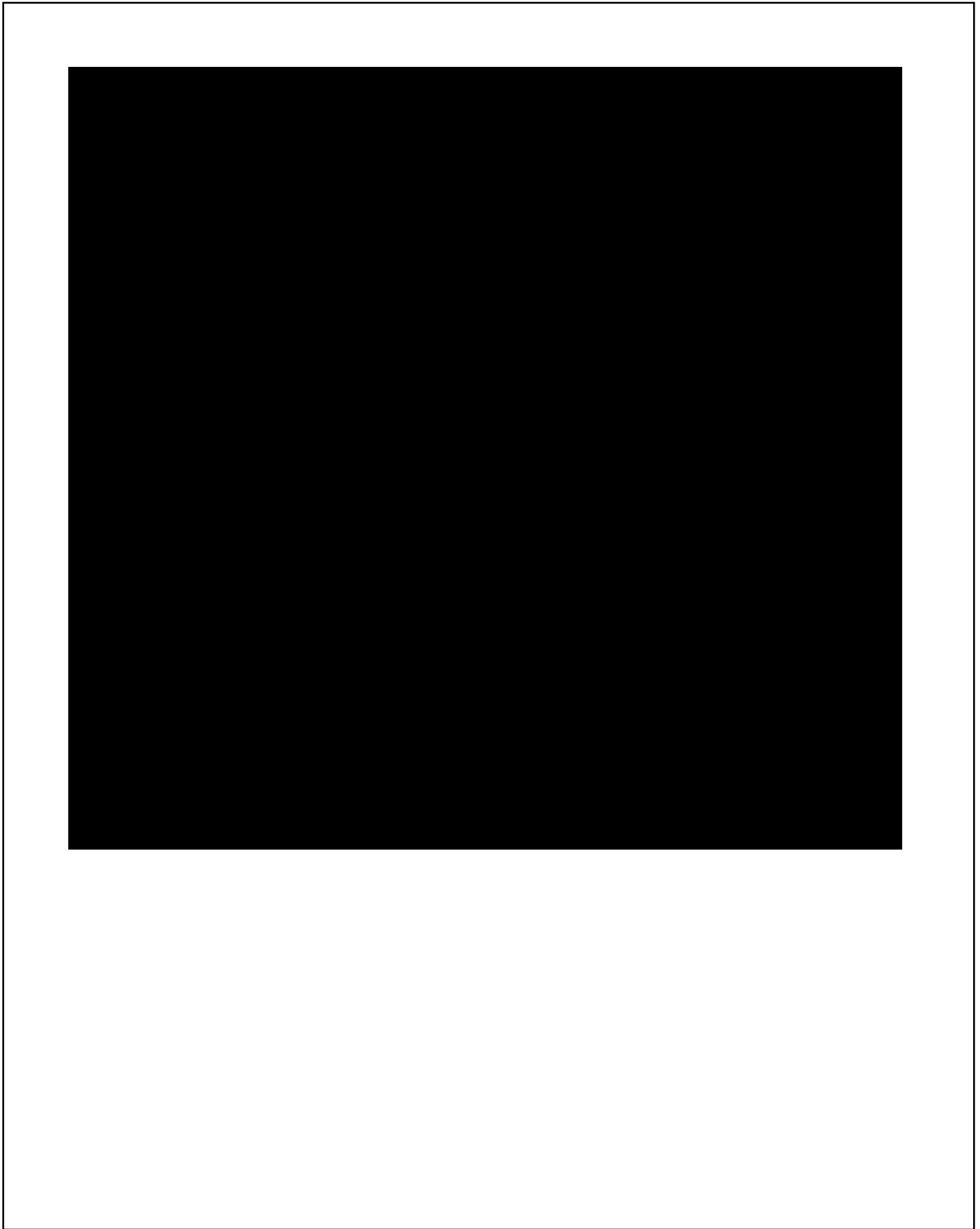


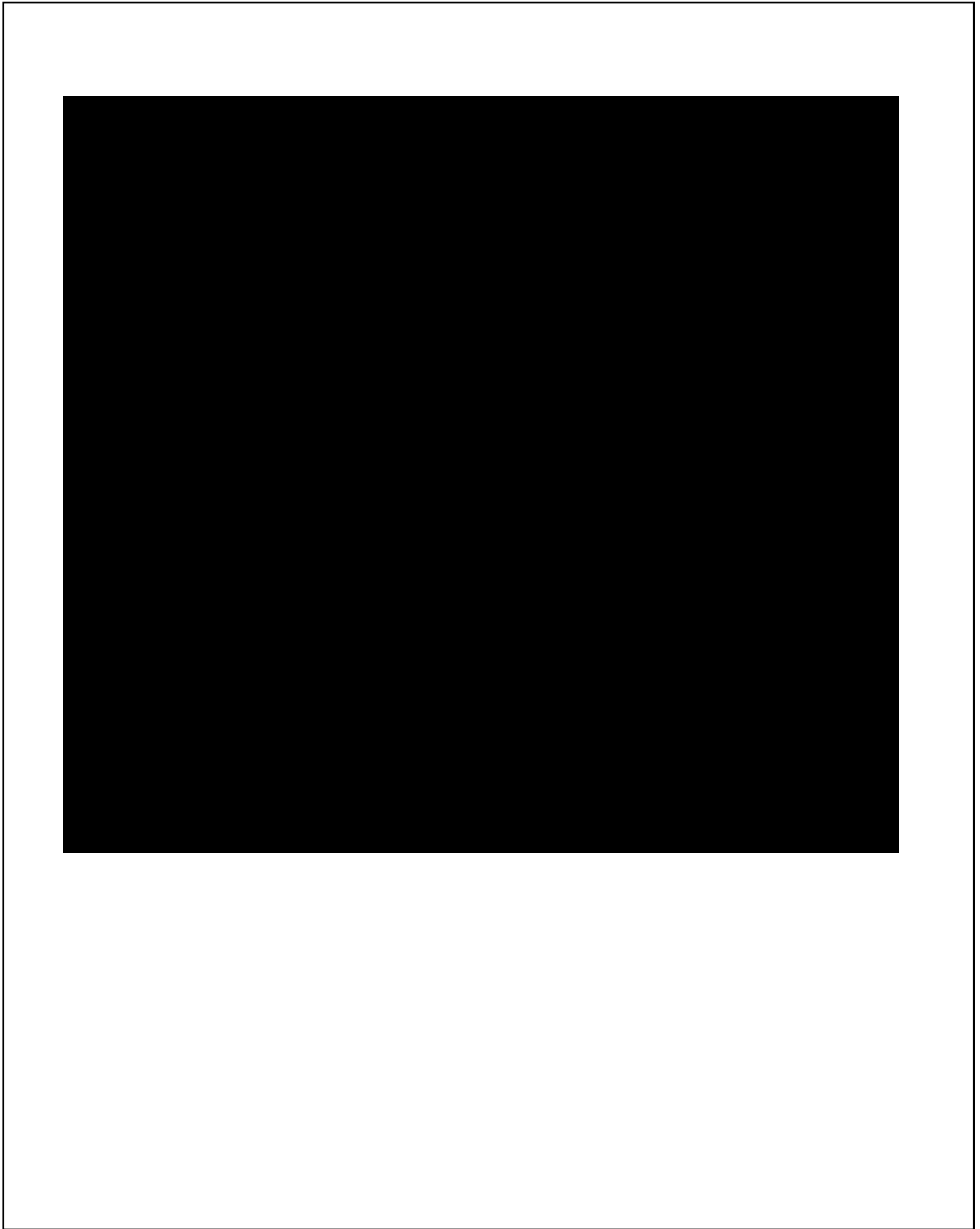


















**CITY OF CORNER BROOK
RECREATIONAL VEHICLES REGULATION 2022**

Pursuant to the provisions of section 15 of the Off-Road Vehicles Act, R.S.N.L 1990 c. M-20 and sections 44, 188, 201, 202, & 271 of the City of Corner Brook Act, R.S.N.L. 1990 c. C-15 and all other powers it enabling the Corner Brook City Council in a session convened on the 20th day of June, 2022, hereby passes and enacts the following regulations:

Title

1. These Regulations may be cited as the City of Corner Brook Recreational Vehicles Regulation 2022.

Definitions

2. In these Regulations:
 - a. "All-terrain vehicle" means a side by side and any other 3 or more wheeled motorized vehicle, designed or adapted for off-road use;
 - b. "City" means City of Corner Brook;
 - c. "Council" means Corner Brook City Council;
 - d. "Designated route" means any highway or public pathway approved by Council for all-terrain vehicle use and set out in Schedule A;
 - e. "Director" means the Director of Protective Services;
 - f. "Enforcement officer" means a municipal enforcement officer as defined by the *City of Corner Brook Act R.S.N.L. 1990 ch.C-15 as amended* or a peace officer as defined by the *Highway Traffic Act and the Off-Road Vehicles Act*;
 - g. "Highway" means any public highways, streets, roads or roadways, assumed and maintained under the ownership and jurisdiction of the City of Corner Brook;
 - h. "Highway Traffic Act" means the Newfoundland and Labrador Highway Traffic Act RSNL 1990 Chapter H-3 as amended;
 - i. "Motorized snow vehicle" means a tracked vehicle, commonly known as a snowmobile, where the driver sits astride a seat and which is designed for operation over snow covered land and ice; such a vehicle is not permitted to be operated on City highways;
 - j. "Off-Road Vehicles Act" means the Newfoundland and Labrador Off-Road Vehicles Act, RSNL 1990 Chapter M-20;

- k. "Public pathway" means any pathway or trail assumed under the ownership of the City of Corner Brook or maintained under the jurisdiction of the City of Corner Brook;
- l. "Trailhead" means the point where an All-Terrain trail begins.

Designated Routes

- 3. All-terrain vehicles, as defined by these regulations, are permitted to be used on any highway or pathway set out in Schedule A provided that they are operated in the manner as set forth in these Regulations.
- 4. Operation on provincial roadways within the City's municipal boundaries shall be in the manner described by Section 14 of the Off-Road Vehicles Act and only to access the designated routes or trailheads as set forth in Schedule A.

Prohibited Routes

- 5. No person shall operate, use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule "A" unless they have a valid permit from the City issued in accordance with section 6 herein and the all-terrain vehicle is operated in compliance with all conditions, specifications, and restrictions prescribed by that permit or for a special event as defined in Section 7.

Permit to Deviate from the Designated Routes

- 6. Persons who otherwise qualify to operate an all-terrain vehicle in accordance with these Regulations and in accordance with all other laws applicable to operation of an all-terrain vehicle within the Province of Newfoundland and Labrador may make application to the City to obtain a permit:
 - a. to operate, use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule "A" for the sole purpose of travelling to or from a designated route or trailhead;
 - b. to operate a tour/s, as a registered tour operator, using all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule "A" for the purpose of travelling to or from a designated route, a trailhead, a tourist site, or other City amenity for the purposes of tourism;
 - c. and such permit application shall be made only by the owner of the all-terrain vehicle and every application shall be in the form prescribed by the City and shall include such documents or other information as the City may require and shall be accompanied by the permit fee set forth by the City in Schedule "B".

- d. and persons who receive such permit to deviate from a designated route must keep their permit posted on their all-terrain vehicle at all times ensuring it is clearly visible to an enforcement officer during operation on the non-designated route.
- e. and persons who are operating an all-terrain vehicle pursuant to a permit to operate on an undesignated route must abide by all conditions and restrictions set out in their permit, including but not limited to the following of the route prescribed in their permit.

Special Events

- 7. For a special event to be held within the city, Council may grant permission to allow all-terrain vehicles operate on all or specific highways temporarily to support the event. All other prescriptions of these regulations shall apply.

Snowmobiles

- 8. No person shall use or permit to be used a motorized snow vehicle on any highway within the City.

Rules of Operation

- 9. No person shall operate an all-terrain vehicle upon a City highway unless:
 - a. that person travels upon the designated route as outlined in Section 3 of these regulations or the route prescribed by a permit issued pursuant to Section 6 of these Regulations;
 - b. the vehicle and its driver operate in accordance to the *Off-Road Vehicles Act*;
 - c. that person is at least 16 years of age and the holder of a class of driver's licence issued under the *Highway Traffic Act*;
 - d. that person or the vehicle being driven carries a liability insurance policy and proof thereof can be readily produced when requested by an enforcement officer;
 - e. the all-terrain vehicle is equipped with an exhaust system that is of the original equipment manufacturer and has not been modified to increase sound. The exhaust system must be in working order and in constant operation to prevent excessive or unusual noise;
 - f. the all-terrain vehicle must not ever exceed any posted speed limit and further shall be operated at a rate of speed not greater than 40 kilometres per hour on highways and not greater than 20 kilometres per hour on trails or pathways;

- g. the driver of an all-terrain vehicle at all times yields the right of way to drivers of all other classes of motor vehicles on a highway.

Rules of the Road

- 10. Unless otherwise stated in these regulations, the driver of an all-terrain vehicle shall adhere to the “rules of the road” as described in Part V of the Newfoundland *Highway Traffic Act* or any similar or successor legislation.

Times of Operation

- 11. No person shall operate an all-terrain vehicle on a Highway located within the City outside of the season prescribed annually by Council resolution for operation of All-Terrain vehicles within the City. In the event that Council does not resolve to prescribe a season under these Regulations in any given year, the season shall commence on the 15th day of May and end on the 15th day of November.
- 12. No person shall operate an all-terrain vehicle within the City and upon its highways earlier than 7 A.M. and no later 10 P.M.

Signage

- 13. Council may erect Warning, Cautionary, Directional, Limiting or Prohibiting signs as to the operation of all-terrain vehicles and any operator who fails to obey such signs is guilty of an offence under these regulations and or the Off-Road Vehicles Act.

Penalty

- 14. A person who contravenes or fails to comply with these regulations is guilty of an offence and where no penalty is otherwise prescribed for such offence in the *Off-Road Vehicles Act RSNL Ch.M-20 as amended*, the *Off-Road Vehicles Regulations NL 1163/96 as amended*, *Highway Traffic Act RSNL 1990 ch. H-3 as amended*, or any other Provincial Statutes or Regulations or similar or successor legislation, is liable on summary conviction to a fine or to a period of imprisonment or both in accordance with section 438 of the City of Corner Brook Act RSNL 1990 Ch. C-15, as amended.

Exemption

- 15. These regulations do not apply to vehicles owned and operated on behalf of the Council or those operated by Emergency and or Enforcement Services and other persons who are exempt by the provisions of the Off-Road Vehicles Act.

Coming into Force and Repeal

16. These regulations shall come into force as of the date enacted by Council and the City of Corner Brook Recreational Vehicles Regulations 2021 are hereby repealed upon the coming into force of these Regulations.

IN WITNESS WHEREOF this Regulation is sealed with the Common Seal of The Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor and Marina Redmond, City Clerk, at the City of Corner Brook, this 20th day of June, 2022.

Mayor

City Clerk

Published by The Gazette – June 24, 2022

Published by The West Coast Wire – July 6, 2022

First Reading – June 13, 2022

Second Reading – June 20, 2022

Schedule "A" (2023)

Permitted All-Terrain Vehicle Routes

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

- Riverside Drive, west from intersection of the Northshore Highway;
- Main Street;
- Herald Avenue;
- Broadway;
- Pier Road;
- Griffin Drive;
- Petries Street (from the intersection of Curling Street to the intersection of **McLeod's Lane**);
- **McLeod's Lane**;
- Confederation Drive;
- Massey Drive;
- Lundrigan Drive.

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

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

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

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

Schedule "B"

Fees for Permit to Deviate from the Designated Routes

Permit Fee/s (proposed for 2023 budget):

All-Terrain Vehicle and up to 4 drivers \$25.00

Tour Operator per All-Terrain Vehicle \$10.00

Replacement of a lost permit \$15.00