



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **August 21, 2023** at **5:00 P.M. City Hall Council Chambers.**

CITY CLERK

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7 LAND MANAGEMENT

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111 - 115 8.1 Discretionary Use - Home Based Business Office - 24 Stan Dawe Terrace

117 - 121 8.2 Discretionary Use - 318 O'Connell Drive

123 - 128 8.3 Discretionary Use - Home-based business - 15 Mattie Mitchel

129 - 133 8.4 101 Country Road, (Discretionary Use/ 6 Unit Apartment Building).

9 CAPITAL WORKS

135 - 142 9.1 Consultant Fee Proposal - Retaining Wall - Curling Street

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10 REGULATION/POLICY

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11 COUNCIL

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12 IN CAMERA SESSION IMMEDIATELY FOLLOWING THE MEETING

13 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, 17 JULY, 2023 AT 5:00 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>
	P. Keeping	<i>Jarvis Baines , Sergeant-At-Arms</i>
	C. Pender	

Absent with regrets: D. Burden, Director of Public Works Water and Wastewater, K. Patten, Director of Recreation Services.

23-94 Land Acknowledgement

Councillor P. Gill read the land acknowledgement.

23-95 Approval of Agenda

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

23-96 Approval of Minutes- Regular Meeting June 19, 2023

On motion by Councillor V. Granter, seconded by Councillor P. Gill, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of June 19, 2023. **MOTION CARRIED.**

23-97 Approval of Minutes- Committee of the Whole, June 26, 2023

On motion by Councillor C. Pender, seconded by Councillor P. Gill, it is **RESOLVED** to approve the Minutes of the Committee of the Whole meeting of June 26, 2023. **MOTION CARRIED.**

23-98 Business Arising From Minutes

No items were brought forward.

23-99 Proclamations and Events

The Mayor announced that the following proclamations were recognized:

- July was declared Lung Cancer Awareness Month.

23-100 Overhead & Automatic Door Inspection Service/Maintenance 2023-12

On motion by Councillor C. Pender, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** that the City of Corner Brook Council award Contract No. 2023-12 Overhead & Automatic Door Inspection Service/Maintenance to Western

Lock Inc in the amount of \$10,851.40 (HST included) for two years. **MOTION CARRIED.**

23-101 Margaret Bowater Cleaning Contract

Deputy Mayor L. Chaisson declared a conflict of interest on this item as she sits on the board with the Humber Valley Community Employment and has disclosed as such on her disclosure statement. There was unanimous consent that she was in conflict of interested and therefore she abstained from discussion and voting on this item.

On motion by Councillor P. Keeping, seconded by Councillor P. Gill, it is **RESOLVED** to approve the execution of the grant agreement with the Humber Valley Employment Corporation in the amount of \$24,200.00 for cleaning service to the Margaret Bowater Park. **MOTION CARRIED.**

23-102 Active Transportation Fund (ATF) - ATF-1278-Great Trail Enhancement - Phase 2

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** that the Corner Brook City Council accept the funding as outlined in the Government of Canada project approval, to complete the project under the PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND.

It is **FURTHER RESOLVED** to authorize the Mayor and City Manager to sign the Government of Canada agreement and infrastructure on behalf of the City of Corner Brook. **MOTION CARRIED.**

23-103 Confirmation of Order

On motion by Councillor V. Granter, seconded by Councillor P. Gill, it is **RESOLVED** In accordance with section 109(4) of the Urban and Rural Planning Act the Order #2023-03 is hereby confirmed by Council. **MOTION CARRIED.**

23-104 355 O'Connell Drive, Discretionary Use

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is **RESOLVED** to approve the application for the proposed Chiropractic Business at 355 O'Connell Drive, Corner Brook, NL. **MOTION CARRIED.**

23-105 Discretionary Use - Home Based Business Office 81 West Valley Road

On motion by Deputy Mayor L. Chaisson, seconded by Councillor V. Granter, it is **RESOLVED** to operate a home based business office from the dwelling located at 81 West Valley Road in accordance with Regulation 11 - Discretionary Powers of Authority. **MOTION CARRIED.**

23-106 ICMA TV- Video Proposal

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** to accept the proposal from ICMA TV in the amount of \$24,300 (US) for the production, broadcast & distribution of a Thought Leadership video. **MOTION CARRIED.**

23-107 Code of Conduct Complaint Decision

Councillor C. Pender declared a conflict of interest on this item as he was involved in the incident referred to in the complaint. There was unanimous consent that Councillor C. Pender was in conflict of interest

Mayor J. Parsons declared a conflict of interest as he is the named respondent in the complaint. There was unanimous consent that Mayor J. Parsons was in conflict of interest and did not chair this item.

Councillor L. Chaisson declared a conflict of interest as it could be perceived that her relative assisted the complainant with writing the complaint. There was unanimous consent that Deputy Mayor L. Chaisson was in conflict of interest.

Councillor V. Granter chaired the meeting for the purpose of this item.

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** to dismiss the complaint in question made against Mayor Jim Parsons. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 6:01 p.m.

 City Clerk

 Mayor



Information Report (IR)

Subject: Proclamations and Events

To: Jessica Smith

Meeting: Regular Meeting - 21 Aug 2023

Department: City Manager

Staff Contact: Gloria Manning, Legislative Assistant

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

Attachments: [International Youth Day](#)

BACKGROUND INFORMATION:

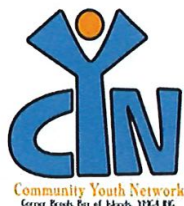
The City of Corner Brook would like to recognize the following proclamations and events in the City of Corner Brook:

- **August 12th was declared International Youth Day**- this day serves as an annual celebration for the role of young women and men as essential partners in change and to raise awareness of challenges and problems facing the worlds youth.

Administrative Assistant

Approved - 16 Aug 2023

City Manager



International Youth Day Proclamation

WHEREAS, this day will be recognized by the *City of Corner Brook on August 12th*.

WHEREAS, this day was first designated by the UN General Assembly in 1999, and serves as an annual celebration for the role of young women and men as essential partners in change.

WHEREAS, this day was created to as an opportunity to raise awareness of challenges and problems facing the world's youth, and to celebrate the potential of youth as partners in today's global society.

WHEREAS, the UN General Assembly recommended that public information activities be organized to support the Day as a way to promote better awareness of the World Programme of Action for Youth, adopted by the General Assembly in 1996.

WHEREAS, this day will celebrate youth entrepreneurs and performers, in the City of Corner Brook and the Bay of Islands, by showcasing their small businesses and talents at an Outdoor Vendor Market.

WHEREAS, the City of Corner Brook recognizes the need to get our youth involved both socially and politically on the local, regional, national and international level.

THEREFORE, I, Jim Parsons, Mayor of the City of Corner Brook, along with my colleagues on City Council, do hereby proclaim **August 12th as INTERNATIONAL YOUTH DAY**.

Signed by

Jim Parsons
Mayor, City of Corner Brook



Request for Decision (RFD)

Subject: Replacement of One 30-Ton Water-to-Water Heat Pump 2023-13

To: Darren Charters

Meeting: Regular Meeting - 21 Aug 2023

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [R&R HVAC & Controls Ltd. - Tender Form Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook requested bids for the supply and installation of a new geothermal 30-ton water-to-water heat pump to replace an existing unit in the City Hall. Tenders closed on August 16, 2023, with three bids received from the following (HST Included):

R&R HVAC & Controls Ltd. - \$ 99,762.50
 Northridge Developments - \$114,425.00
 ECO Contracting Ltd. - \$188,600.00

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council award Contract 2023-13 Replacement of One 30-Ton Water-to-Water Heat Pump to R&R HVAC and Control Ltd. in the amount of \$99,762.50 HST Included.

FINANCIAL IMPACT:

Pre- Tender Estimate - \$100,000.00

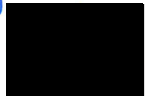
Finance Type: Budget

Director of Community, Engineering, Development & Planning Approved - 17 Aug 2023

Administrative Assistant Approved - 17 Aug 2023

City Manager

12:06 pm
Aug. 16/2023



CITY OF CORNER BROOK
CONTRACT NO. 2023-13
REPLACEMENT OF ONE 30-TON WATER-TO-WATER HEAT PUMP
TENDER / CONTRACT FORM

CONTRACT NAME: Replacement of One 30-Ton Water-to-Water Heat Pump

CONTRACT No: 2023-13

TENDER CLOSING TIME: 12:00 Noon, August 1, 2023

TENDER ADDRESS: City Clerk's Office
City of Corner Brook
2nd Floor, City Hall
P. O. Box 1080
5 Park Street
Corner Brook, NL A2H 2W8

OWNER: City of Corner Brook

CONTRACTOR: ROR HVAC And Controls LTD

1. TENDER AND CONTRACT AGREEMENT

Having carefully examined the attached materials, specifications, and all drawings listed in the specifications, WE, THE UNDERSIGNED, hereby offer to supply & install all the materials at Corner Brook City Hall, 5 Park Street, Corner Brook, NL, for the lump sum of

ninety nine thousand seven hundred
sixty two dollars and fifty cents tax inc

(\$ 99,762.50 tax inc) in lawful money of Canada which includes all Government sales or excise taxes in force at this date.

The Bidder agrees that this Tender/Contract Form, subject to all provisions contained herein, when accepted and executed on behalf of the City of Corner Brook shall constitute a binding Contract between the Bidder and the City of Corner Brook.

2. TENDER PRICES

The Bidder declares that the bid price includes and covers all contingencies and provisional sums and all duties, taxes, handling charges and all transportation and all other charges.

3. GENERAL AGREEMENT

The Bidder also agrees that:

- 3.1. this tender shall remain effective for a period of 30 days from the closing date;
- 3.2. the City of Corner Brook may reject any and all tenders and that the lowest tender may not necessarily be accepted;
- 3.3. the prices 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;
- 3.4. failure to enter into a contract with the City of Corner Brook if this tender is accepted may necessitate forfeiture of the tender security, if such security is required.

4. ADDENDA

We hereby acknowledge receipt of the following Addenda:

Numbers: 1 , , , , , .

5. COMPLETION OF THE WORK

The work will be completed within sixty (90) days upon award of Contract.

6. PAYMENT

Subject to applicable legislation respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the City of Corner Brook shall make payments to the Bidder under such arrangements as may be agreed to by both the Bidder and the City of Corner Brook.

CONTRACTOR'S SIGNATURE

R&R HVAC and Controls Ltd
Contractor's Name

961 CBS Highway
Contractor's Address

CBS, NL A1X 7T2

709-744-3400
Contractor's Phone Number

[Redacted Signature]

Signed By

Signed By

[Redacted Signature]

Aug 16th 2023
Date



OWNER'S ACCEPTANCE

Accepted on behalf of the Owner

Signed By

Signed By

Witnessed By

Date



Request for Decision (RFD)

Subject: Curling Club Lease Renewal

To: Rodney Cumby

Meeting: Regular Meeting - 21 Aug 2023

Department: Finance and Administration

Staff Contact: Sievendra Maistry, Director of Finance and Administration

Topic Overview:

Attachments: [Curling Club -Lease Agreement](#)

BACKGROUND INFORMATION:

The existing lease with the Corner Brook Curling Association (CBCA) expires on the 30th September 2023. The current lease rental amounted to \$12,000. Staff have been in discussions with CBCA around the lease renewal for the period 1st October 2023 to 30th September 2024.

CBCA have presented the City with their strategic plan and have requested assistance to alleviate some of the financial pressures currently experienced, enabling the club to re-establish itself as a sustainable recreational activity in Corner Brook. One of the key initiatives is to grow the club membership across all age groups. The City's expectation is for growth in membership numbers to be seen from the 2023/24 year.

After evaluating the strategic plan, and with an intention to provide support to CBCA in achieving their strategic initiatives, the below are possible support areas that can be offered to the club.

1. Rent relief: For the 2023-24 year the rental charge **to be \$9,000 (plus HST)**.
2. A once-off grant of \$5,000 to assist in purchasing of new equipment required to expand access to the game to people of all ages and physical abilities and limitations i.e. Stick curling/ Sturling.
3. Snow clearing at the Civic Centre to include the area utilized by the club.
4. The City to take over the maintenance of the ice plant as the technical expertise and guidance resides with the City. The related costs of the plant maintenance will be shared as follows:
 - (a) CBCA to contribute \$3,000.00 on the first \$12,000 (incl. HST) maintenance cost,
 - (b) A 20/80 share on costs exceeding \$12,000 (incl. HST) between CBCA and the City respectively.
5. The City to grant permission to CBCA to rent out the facility during their season of operation (October to April)

PROPOSED RESOLUTION:

It is **RESOLVED** to approve the execution of the lease agreement for the Corner Brook Curling Association as attached.

Legal Review: No

ALTERNATIVE IMPLICATIONS:

- Council to approve the above support structure to CBCA.
- Council to decline the above support structure to CBCA.
- Council to provide any alternative support structure to CBCA.

Director of Finance and Administration	Approved - 15 Aug 2023
Administrative Assistant	Approved - 16 Aug 2023

City Manager

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

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

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

WHEREAS the Landlord is the owner of property known as the Corner Brook Curling Club located on Grenfell Drive in the City of Corner Brook, Province of Newfoundland and Labrador and described in “Schedule A” annexed hereto (hereinafter referred to as “the Property”);

AND WHEREAS the Tenant desires to lease the Property on the terms and conditions hereinafter set out;

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

Definitions:

1. The following terms when used herein shall have the following meanings:
 - a. “Regular Maintenance” is maintenance that is not covered under the builder’s warranty and that costs less than One Thousand (\$1000.00) dollars or is maintenance or operating costs for the ice plant and related equipment; and
 - b. “Major Maintenance” is maintenance that costs more than One Thousand (\$1,000.00) dollars, but does not include maintenance and operating costs for the ice plant and related equipment.

Demised Property:

2. The Landlord doth lease unto the Tenant and the Tenant doth lease and take from the Landlord, for the purpose of operating a curling rink, upon the terms and conditions set out in this Agreement, the Property described in “Schedule A” annexed hereto, and portions thereof as follows:

- a. From the first (1st) day of October each year until the fifteenth (15th) day of April each year the whole Property; and
- b. From the sixteenth (16th) day of April each year until the thirtieth (30th) day of September each year the portion of the Property containing an office and annexed storage area, hereinafter referred to as “the Office” and shown in red outline on a floor plan sketch attached hereto as “Schedule B”.

The Landlord and Tenant may mutually agree to extend the period that the Tenant occupies the Property under 1 (a) in any given year. In the event of such an extension, all terms and conditions of this agreement that apply to the period set out in 1(a) above shall continue to apply in full force and effect during the period of extension.

Term:

3. The term of lease shall be a period of one (1) year commencing on October 1st, 2023 and terminating on September 30th 2024 subject to the rights of termination as set out in clauses 11, 12, and 13 of this Agreement.

Payments:

4. For the first year of this term of lease the Tenant shall pay the Landlord rent in the amount of Twelve Thousand dollars (\$9,000.00), payable in full on the fifteenth (15th) day of January 2024 for the period ending April 15th 2024.
5. In addition to the rent, the Tenant shall reimburse the Landlord for all utility and heating charges associated with the Property for October 1st through April 15th each year, commencing on the date of first occupancy, and for any additional periods when the Tenant is occupying the Property. Utility reimbursement shall be made in full within ten (10) days of the Landlord providing the Tenant with a copy of a utility bill.
6. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Landlord on outstanding balances owed to the City of Corner Brook as approved by the Landlord in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2023 budget of the Landlord is 10.5% per annum.
7. The Tenant agrees to provide to the Landlord its financial records, kept in accordance with generally accepted accounting principles and detailing all revenue and expenditures and all fee structures pertaining to its use of the Property, on or before the thirtieth (30th) day of June each year during the term of lease and during any over holding of the lease.

Furnishings and Appliances:

8. Subject to Article 27 herein, the Tenant shall supply its own furnishings and appliances which may remain in the Property year-round and shall be at the risk of the Tenant.

Joint Inspection:

9. The Landlord and the Tenant shall each appoint one representative who shall meet and jointly conduct a review of the Property and contents at the following times:
- a. on commencement of lease;
 - b. on termination of lease;
 - c. on the 15th day of April each year during the lease; and
 - d. on the 1st day of October each year during the lease

and complete a report on same noting any damages thereto. If any damages are noted, the Landlord and Tenant shall meet within thirty (30) days of the report to attempt to reach agreement on any indemnification owing for such damages.

Overholding:

10. In the event that the Landlord permits the Tenant to remain in occupation of the Property without objection by the Landlord and after the expiration of the term and any extension or extensions thereof, the Tenant shall be deemed to be a tenant from month to month at a monthly rental of One Thousand Eight Hundred and Fifty dollars (\$1,850.00) payable on the first (1st) day of each month, and otherwise upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy. For further clarification, at any time after expiry of the term of this lease, without showing any cause, the Landlord may terminate the Tenants' lease and occupation of the Property by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto providing thirty (30) days' notice.

Termination and Default:

11. Notwithstanding the term of lease set out in clause 3 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 D annexed hereto (with such changes as necessary) at least one (1) year prior to the date on which the Property will be vacated. In the event that it is not possible for the Tenant to provide a full year Notice, the Tenant shall pay to the Landlord a penalty in the amount of one full year of rent.
12. Notwithstanding the term of lease set out in clause 3 of this agreement, if at any time the Tenant has not paid rent or is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate

re-entry in the Property and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule C annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Property, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the Property shall be forfeited and become the property of the Landlord as liquidated damages without compensation therefor to the Tenant.

13. In case of damage to the Property by fire, lightning or tempest, restricting the continued use of the Property, and the Landlord, instead of rebuilding or making the Property fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 3 herein, determine this lease on giving to the Tenant within thirty (30) days after the damage notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Property to the Landlord. The Landlord agrees to give the Tenant an opportunity to put forward its position on whether or not the Landlord shall rebuild or make the Property fit for the purpose of the Tenant prior to making its decision, provided that the final decision shall be in the sole and absolute discretion of the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.
14. Upon termination of the Tenant's occupation of the Property in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant.
15. Upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this Agreement within five (5) days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Property and fulfill such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents the Landlord from electing to terminate this tenancy for default as set out in clause 12 of this Agreement.
16. On the Landlord's becoming entitled to re-enter the Property under any of the provisions of this lease, the Landlord, in addition to all other rights, may do so as the agent of the Tenant, using force if necessary, without being liable for prosecution therefor, and may relet the Property as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of all property on the Property and sell it at public or private sale without notice and apply the proceeds of sale and rent derived from reletting the Property upon account of the Rent under this lease, and the Tenant is liable to the Landlord for any

deficiency.

17. On the Landlord's becoming entitled to re-enter the Property under any of the provisions of this lease, the Landlord, in addition to all other rights, has the right to determine this lease forthwith by leaving upon the Property notice in writing of its intention, and thereupon Rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full, and the Tenant shall immediately deliver up possession of the Property to the Landlord, and the Landlord may re-enter and repossess the Property.

Quiet Enjoyment:

18. Subject to the rights of re-entry in clauses 15 and 19(w) of this agreement and subject to any necessary re-entry due to an emergency pertaining to the Property (including but not limited to water or fire emergencies), the Landlord covenants with the Tenant for quiet enjoyment.

Tenant's Covenants:

19. The Tenant covenants with the Landlord:

- a. To pay rent and reimburse the Landlord for utilities and heating;
- b. To pay all public and private utility providers any amounts owing by the Tenant including but not limited to telephone, fax lines, and internet access incurred during the Term of this lease;
- c. To be responsible for the Regular Maintenance of the Property;
- d. In addition to the Regular Maintenance, to pay and arrange all regular Property operations maintenance, repair and operating expenses, and landscaping maintenance and repairs associated with the Property.
- e. To regularly and thoroughly clean the Property;
- f. To advise the Landlord forthwith in writing of any Regular Maintenance or Major Maintenance required, providing full details thereof including the nature and magnitude of the problem, the recommended remedy to deal with it, and the anticipated cost thereof;
- g. Not to do or suffer any waste or damage, disfiguration or injury to the Property or the fixtures and equipment therein or permit or suffer any overloading of the floors thereof; and not to use or permit the use of any part of the Property for any dangerous, noxious or offensive trade or business and not to cause or maintain any nuisance on the Property;

- h. To vacate the Property on request of the Landlord in accordance with clauses 11, 12, and 13 of this Agreement;
- i. To not make any changes to the Property, except in accordance with plans submitted to and approved by the Landlord;
- j. To keep the Property in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in or on the Property;
- k. To use the Property for the purposes of operating a curling rink. The Landlord grants permission to the tenant to sublet the premises during the curling season between October and April at no additional cost to the Landlord, obtaining written permission from the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the subletting. The sublessor takes full and complete responsibility for the repairs and any related maintenance needed due to any damages caused by the sublessee to the property and/or equipment. The landlord has no duty nor obligation to fulfill any agreement between the sublessor and sublessee.
- l. Except as otherwise agreed herein, not to erect any signs, advertisements, or other structure on the Property without first obtaining the written consent of the Landlord;
- m. To ensure that nothing is done or kept at or on the Property which is or may be a nuisance or which causes damage to or interference with normal usage of the Property or any adjoining property;
- n. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Property and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- o. To keep the Property smoke-free and scent-free;
- p. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within the timeframe set out in the Notice to Quit, 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 in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;
- q. To provide the Landlord with access to the Property in accordance with clauses 15 and 19 (w) of this agreement;

- r. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as if the Tenant were an Agent of the Crown;
- s. Subject to the Landlord's responsibility for Major Maintenance set out in clause 20 (d) herein, to repair and keep repaired the Property in substantially the same condition as of the commencement of lease on October 1st, 2023, reasonable wear and tear through normal use and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Property in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted;
- t. To permit the Landlord or its agents to enter upon the Property at any time for the purpose of making repairs, alterations or improvements to the Property, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Property, including but not limited to keys and access codes;
- u. The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Property at any time during the Term is exempt from levy by distress;
- v. To remove any signage forthwith upon receipt of notice from the Landlord to remove same;
- w. Not to refer to the Property by any name other than that designated from time to time by the Landlord;
- x. Not to permit any of the moveable equipment, property or assets being leased to it as part of the Property to be rented or sub-leased to any other party whereby they would be removed from the Property without the written consent of the Landlord; and
- y. To continuously operate the Property including the ice surfaces at such times and during such periods as are comparable to other facilities in the Provinces of Atlantic Canada similar in structure and quality as the Property; and

Landlord's Covenants:

20. The Landlord covenants with the Tenant:

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this agreement;
- b. To maintain and pay for real property insurance in respect of the Property and the equipment owned by the Landlord and located on the Property or used on or in connection therewith;
- c. To provide training to the Tenant on operation and maintenance of the ice making system;
- d. To complete such Major Maintenance that is reasonably necessary to operate the Property as a curling rink, provided that the cost of such maintenance is reasonable and does not exceed the funds allocated for the Property by Council in its annual budget ;
- e. Throughout the term of this lease, and subject to the timely payments of the Tenant for same in accordance with clause 5 herein, to provide water, heat and electricity; but the Landlord shall not be liable for the failure to provide such utilities when such failure is beyond the Landlord's control;
- f. To pay all municipal taxes and rates levied against the Property and the Tenant, provided that the Tenant is and remains a corporation without share capital under the *Corporations Act RSNL 1990 Ch. C-36* and is and remains in good standing as such with the Registry of Companies for the Province of Newfoundland and Labrador;
- g. In recognition of the revenue generation potential of advertising through signage the Landlord agrees that the Tenant may solicit and place inside the Corner Brook Curling Rink building any advertising that is developed in a professional and tasteful manner, provided that such signage is not in contravention of any Regulations of the City of Corner Brook and provided that the Tenant has not received written notice from the Landlord that it objects to and requires removal of a particular sign. In the event that the Landlord objects to signage and requires its removal, the Tenant shall remove the sign forthwith and the Landlord shall not be liable to the Tenant for any expenses or loss of revenue resulting therefrom;
- h. To make and install markers suitable for snow-clearing purposes showing the location of the edges of sod on the Property. This shall be done by the Landlord only one time on commencement of lease and thereafter shall be the responsibility of the Tenant; and
- i. To provide smoke free and scent free signage to the Tenant.

As Is:

21. The Tenant accepts the Property in the condition existing at the date of signing this Agreement and the Tenant shall be responsible for the cost of any alteration or improvements required in order to use the Property as a curling rink.

Liability and Indemnity:

22. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Property however caused.
23. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by the Tenant.
24. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation and the *Occupational Health and Safety Act RSNL 1990 Ch. O-3*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Property or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.
25. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Property, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10)

days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

26. The Tenant agrees to indemnify the Landlord for any damage to the Property or the Landlord's furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said Property by reason of the use thereof by the Tenant.
27. The Landlord agrees to indemnify the Tenant for any damage to the personal property of the Tenant, including but not limited to furnishings and appliances of the Tenant, and any part thereof due to any act of the Landlord, its agents or employees, or of any person using the said Property by reason of the use thereof by the Landlord.
28. The Tenant shall, within ten (10) days of commencing occupation of the Property and thereafter at all times during the term of lease and any over holding of lease, whether occupying the Property or the Office, at its own expense maintain in force comprehensive public liability insurance pertaining to the Property and the Tenants' use and occupation of the Property and insurance coverage with respect to the contents of the demised Property. The Tenant shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for :
 - a. Insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request;
 - b. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars per occurrence; and
 - c. Property insurance sufficient to cover the contents of the Property.

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

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

Notices:

30. 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:

- (i) In the case of notice to the Landlord to:
City Manager
City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1

- (ii) In the case of notice to the Tenant to:
The President
Corner Brook Curling Association Inc.
P.O. Box 116
Corner Brook, NL
A2H 6C3

Or to such other address 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.

Frustration:

31. It is agreed that whenever a party is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or of any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, including but not limited to the Property becoming unfit to be utilized for the purposes for which it is being leased, the party is relieved from the fulfillment of the obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Arbitration:

32. Any dispute between the parties hereto, arising out of the provisions of this Lease shall be referred to binding arbitration in accordance with the provisions of the Arbitration Act for the Province of Newfoundland and Labrador and in particular to one arbitrator, agreed upon by each party hereto or otherwise appointed by the Court pursuant to the said Act, and the decision of the arbitrator shall be binding upon both parties.

General:

33. Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the Landlord's rights hereunder in respect of subsequent and/or continued defaults, breaches or non-observances and does not defeat or affect in any way the rights of the Landlord herein in respect of any subsequent or continued defaults or breaches. No waiver shall be inferred from or implied by anything done or omitted by the Landlord. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.
34. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.
35. This lease and everything herein contained shall extend to and bind and may be taken advantage of by the successors and assigns, of each of the parties hereto.
36. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.
37. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged. This provision includes but is not limited to clauses 6, 19(s), 19(v), 24, 25 and 26 which shall continue to apply, notwithstanding cessation of the tenancy created by this Agreement.
38. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Property and which may be modified only by further written agreement under seal.
39. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
40. All Payments and financial disclosure required under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer at:

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

- 41. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
- 42. Words importing the singular number shall include the plural and vice versa.
- 43. 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 Province of Newfoundland and Labrador.
- 44. For purposes of this Lease, if a party is "responsible" or "bears responsibility" for an action or item, then that party agrees that it shall pay the costs of the action or item and that it shall arrange for the action or item to be undertaken.

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
on this ___date of _____, 2023 by The Tenant in the presence of:

Witness

Director

Witness

Director

SIGNED SEALED AND DELIVERED
on this ___date of _____, 2023 by
The Landlord in the presence of:

Witness

Mayor

Witness

City Manager

Schedule "C"

NOTICE TO QUIT

Corner Brook City Council (CBCC) hereby gives notice to *Corner Brook Curling Association Inc. (CBCA)* to quit occupation of the Property known as The Corner Brook Curling Club, Grenfell Drive, in the City of Corner Brook, Province of Newfoundland and Labrador on or before the ___ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between CBCC and CBCA dated _____.

Dated this ___ day of _____, 20__.

Signed on behalf of CBCC by:

City Manager - City of Corner Brook



Request for Decision (RFD)

Subject: Great Trail Enhancement Phase 1 - Change Order No. 2

To: Darren Charters
Meeting: Regular Meeting - 21 Aug 2023
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Great Trail Enhancement Ph. 1 - Change Order No. 2 Redacted](#)

BACKGROUND INFORMATION:

Extra work & supplies required for the timber railing on the pre-fab bridge on the Great Trail. Some items include:

- 50 pieces of 4x4x8'
- 96 pieces of 2x4x10'
- 48 pieces of 2x6x10'
- 336 pieces of 3/4x6x6 carriage bolts & nuts
- screws and nails
- delivery of materials
- 12 extra working days, 2 laborer's approx 240 hours

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council approve Change Order No. 2 for West Coast Excavating & Equipment Co. Ltd. in the amount of \$21,064.53 HST Included.

FINANCIAL IMPACT:

Original Contract Amount - \$1,375,816.30 HST Incl.
 Contract Budget - \$1,707,500.00 (HST Incl.)

Director of Community, Engineering, Development & Planning Approved - 15 Aug 2023
 Administrative Assistant Approved - 15 Aug 2023

 City Manager

Division of Municipal Infrastructure
Form 5 – Contract Change Order Notice

Page 1 of 3

March 2022

PROJECT NAME: Corner Brook Great Trail Enhancement Ph.1 DATE: July 18, 2023

MI PROJECT NO: 17-CCR-22-00000 CHANGE ORDER NUMBER: 002

CONTRACTOR: West Coast Excavating

.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

Timber railing on the pre-fab bridge - see backup 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: 12 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 \$ 21,064.53

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

Contractor: _____
(Signature)

Transportation and Infrastructure

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

Page 2 of 3

March 2022

Authorized Contract Amount (A)	\$	1,375,816.30
Change Order Limit (greater of 10% or \$15,000)	\$	137,581.63
Previous Change Orders (B)	\$	1854.38
This Change Order (C)	\$	21,064.53
New Approved Contract Amount (A+B+C)	\$	1,398,735.21

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: July 27, 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, email attached.

Transportation and Infrastructure

**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

Chantel J. Nicolle

From: j.randell@westcoastexcavating.com
Sent: July 7, 2023 10:48 AM
To: Chantel J. Nicolle
Cc: Jonathan Griffin; 'Remo, Scott'
Subject: RE: 17-CCR-22-00000: CB Great Trail - Updated Structural Drawing

Follow Up Flag: Follow up
Flag Status: Flagged

ATTENTION: Assurez-vous que le contenu soit de confiance avant d'ouvrir une pièce jointe ou un hyperlien.
CAUTION: Do not click on links or open attachments you do not trust.

Hey Chantel

Are you looking for a breakdown of estimated materials and labor?

4x4x8' – 50 required @ \$19 = \$950
2x4x10' -96 required @\$11 = \$1056
2x6x10' – 48 required @\$17 = \$816
3/4x6x6 – 336 required @\$6 = 2016
Carriage bolts, nuts etc 1 LS @ \$1000
Screw, Nails etc, 1 LS @ \$950
Delivery of Materials 1 LS @ \$250
12 working days, 2 labours 240 hours @\$33.75 = \$8100 (note labor rate is as per force account acceptable \$25 + 35% payroll burden)
Sub-Total = \$15,138.00
10% OH = \$1513.80
Sub-Total = \$16651.80
10% Profit = \$1665.18
Total = \$18316.98 HST not included

Prices for lumber was quoted at Stan Dawe and Kent, its easy enough to confirm the lumber prices on Kent's website, can send along Stan Dawe price if required. Pennies were rounded off.

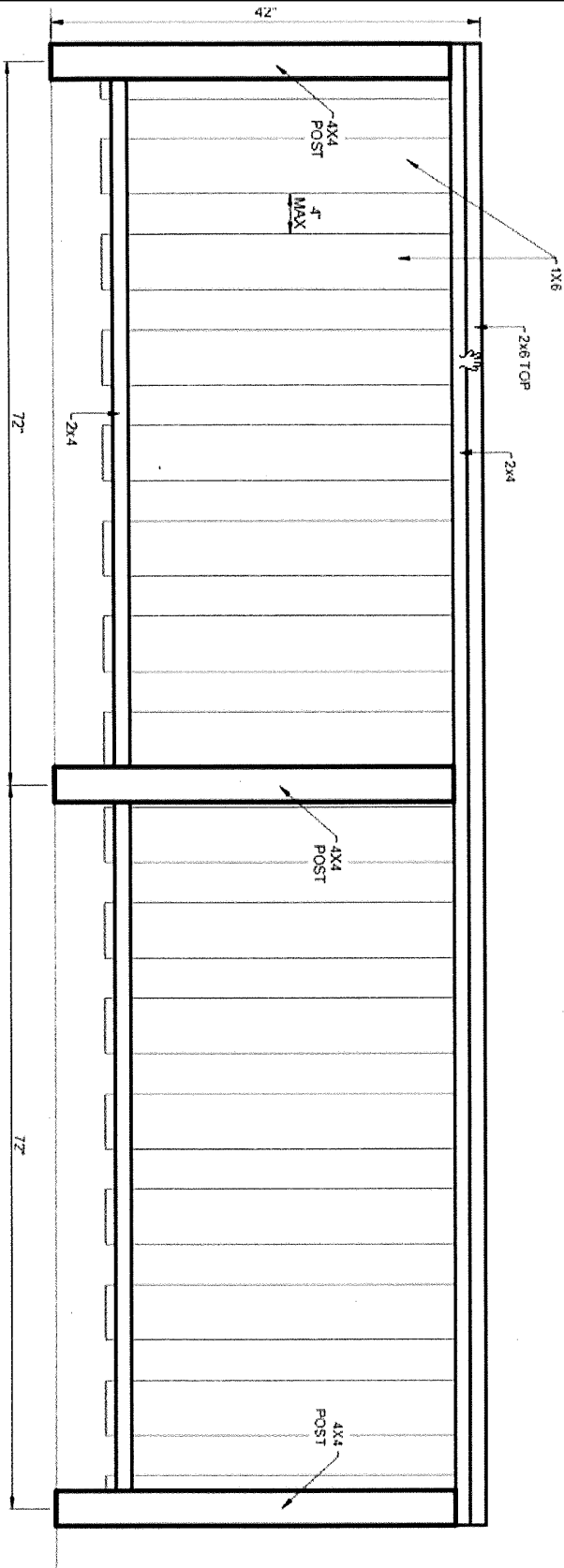
Thanks
-Josh



**WEST COAST
EXCAVATING**

Josh Randell
Operations & Project Manager
West Coast Excavating & Equipment Company Ltd.
P.O. Box 266, 19 Maple Valley Rd
Corner Brook, NL, A2H 6C9
Phone: 709-639-9423 Fax: 709-639-7019
Cell: 709-632-9114
Email: j.randell@westcoastexcavating.com

cont./r/c
sketch below for the railing, please let me know if this is acceptable for the bridge railing:



mk,
Mel/Nicole, Peng
S. Moore Field Office
by Harpout, NL
-636-9364
in forwarded message:



Request for Decision (RFD)

Subject: Great Trail Enhancement Phase 1 - Change Order No. 3

To: Darren Charters

Meeting: Regular Meeting - 21 Aug 2023

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [Great Trail Enhancement Ph. 1 - Change Order No. 3 Redacted](#)

BACKGROUND INFORMATION:

Supply and installation of 6 galvanized gates along the trail as requested by the City of Corner Brook. Gates to be approx. 2.7 m at \$6001.60 each

PROPOSED RESOLUTION:

Be it resolved the City of Corner Brook Council approve Change Order No. 3 in the amount of \$41,411.04 HST Included for the Great Trail Enhancement Phase 1 to West Coast Excavating & Equipment Co. Ltd.

FINANCIAL IMPACT:

Original Contract Amount: \$1,375,816.30 HST Inc.

Previous Change Orders \$ \$22,918.90 HST Inc.

Contract Budget \$1,707,500.00 HST Inc.

Budget Code: 17-CCR-22-00000

Finance Type: Funding

Director of Community, Engineering, Development & Planning Approved - 15 Aug 2023

Administrative Assistant Approved - 15 Aug 2023

City Manager

Division of Municipal Infrastructure
Form 5 – Contract Change Order Notice

Page 1 of 3

March 2022

PROJECT NAME: Corner Brook Great Trail Enhancement Ph.1 DATE: July 18, 2023

MI PROJECT NO: 17-CCR-22-00000 CHANGE ORDER NUMBER: 003

CONTRACTOR: West Coast Excavating

.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

Supply and install of 6 gates along the trail - see backup 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: 6 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 \$ 41,411.04

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

Contractor: _____
(Signature)

Transportation and Infrastructure

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

Page 2 of 3

March 2022

Authorized Contract Amount (A)	\$	1,375,816.30
Change Order Limit (greater of 10% or \$15,000)	\$	137,581.63
Previous Change Orders (B)	\$	22,918.90
This Change Order (C)	\$	41,411.04
New Approved Contract Amount (A+B+C)	\$	1,440,146.24

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: July 27, 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, email attached.

Transportation and Infrastructure

**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

From: j.randell@westcoastexcavating.com
Sent: July 11, 2023 9:50 AM
To: [Chantel J. Nicolle](mailto:Chantel.J.Nicolle)
Cc: [Jonathan Griffin](mailto:Jonathan.Griffin); 'Remo, Scott'
Subject: RE: 2200176: Corner Brook Great Trail - Gate Details

ATTENTION: Assurez-vous que le contenu soit de confiance avant d'ouvrir une pièce jointe ou un hyperlien.
CAUTION: Do not click on links or open attachments you do not trust.

Hey Chantel

Breakdown of Price per gate;

Supply of Fabricated Galv. Gate as details: \$3100.00
 Supply of 300mm Sonotube \$60
 Supply 1 cubic meters of concrete (Small load charges likely to apply): \$550
 Supply and Compact Fill around sonotube bases: \$150
 5 hours Excavator @ \$120 per hr: \$600
 10 Hours Labour @ \$50 per hr: \$500

Sub-Total per Gate: \$4960
 Sub-Total + 10% Overhead: \$5456.00
 Above + 10% Profit: \$6001.60

6 gates x 6001.60 = \$36,009.60 HST not included.

Let me know if we will be proceeding with the gates, as would like to get them install asap so we can start placing trail topping materials on areas ready for the ¼ minus. If we will not be proceeding with the gates we will proceed with topping material in area prepared for it.

Thanks
 -Josh



Josh Randell
 Operations & Project Manager
 West Coast Excavating & Equipment Company Ltd.
 P.O. Box 266, 19 Maple Valley Rd
 Corner Brook, NL, A2H 6C9
 Phone: 709-639-9423 Fax: 709-639-7019
 Cell: 709-632-9114
 Email: j.randell@westcoastexcavating.com

From: Chantel J. Nicolle <Chantel.Nicolle@englobecorp.com>
Sent: Tuesday, July 11, 2023 8:26 AM
To: j.randell@westcoastexcavating.com
Cc: [Jonathan Griffin](mailto:Jonathan.Griffin@englobecorp.com) <Jonathan.Griffin@englobecorp.com>; 'Remo, Scott' <sremo@cornerbrook.com>
Subject: RE: 2200176: Corner Brook Great Trail - Gate Details

Hi Josh,

Can you provide some backup documentation for this as well?

Thanks,

Chantel Nicolle, P. Eng.
 Project Engineer
 Civil Engineering



M 709-636-9364
ENGLOBE
 Rocky Harbour, NL A0K 4N0
 englobecorp.com



Confidentiality notice : this message contains confidential information. Only Englobe can formally authorize the disclosure or transfer of this message.

From: j.randell@westcoastexcavating.com <j.randell@westcoastexcavating.com>
Sent: July 7, 2023 10:35 AM
To: Chantel J. Nicolle <Chantel.Nicolle@englobecorp.com>
Cc: Jonathan Griffin <Jonathan.Griffin@englobecorp.com>; 'Remo, Scott' <sremo@cornerbrook.com>
Subject: RE: 2200176: Corner Brook Great Trail - Gate Details

ATTENTION: Assurez-vous que le contenu soit de confiance avant d'ouvrir une pièce jointe ou un hyperlien.
CAUTION: Do not click on links or open attachments you do not trust.

Good morning, Chantel.

Requested Quote for Gates;

Supply and Install Galv. Gate as per detail provided, all gates 2.7m post to post, \$6001.60 x 6 gates for a sub-total of \$36009.60 HST not included.

Please review and let me know if we should get these fabricated.

Thanks
 -Josh



**WEST COAST
 EXCAVATING**

Josh Randell
 Operations & Project Manager
 West Coast Excavating & Equipment Company Ltd.
 P.O. Box 266, 19 Maple Valley Rd
 Corner Brook, NL, A2H 6C9
 Phone: 709-639-9423 Fax: 709-639-7019
 Cell: 709-632-9114
 Email: j.randell@westcoastexcavating.com

From: j.randell@westcoastexcavating.com <j.randell@westcoastexcavating.com>
Sent: Friday, June 23, 2023 2:31 PM
To: 'Chantel J. Nicolle' <Chantel.Nicolle@englobecorp.com>
Cc: 'Jonathan Griffin' <Jonathan.Griffin@englobecorp.com>; 'Remo, Scott' <sremo@cornerbrook.com>
Subject: RE: 2200176: Corner Brook Great Trail - Gate Details

Hey Chantel

Now that I'm looking at the detail, we might have to roughly choose the locations, at least regarding respective trail widths as we are missing the critical dimension from post to the center gap. The span of the gate as it will change with the trail width to ensure the 1 meter gap in between.

I would think 3m trail width would want X to be 1m in the attached mark up, vs 2.7m trail width would want them 850mm. How wide the shoulders are in installation areas might be a factor as well to ensure vehicles can't pass around the sides. Let me know what you think.

Thanks
 -Josh

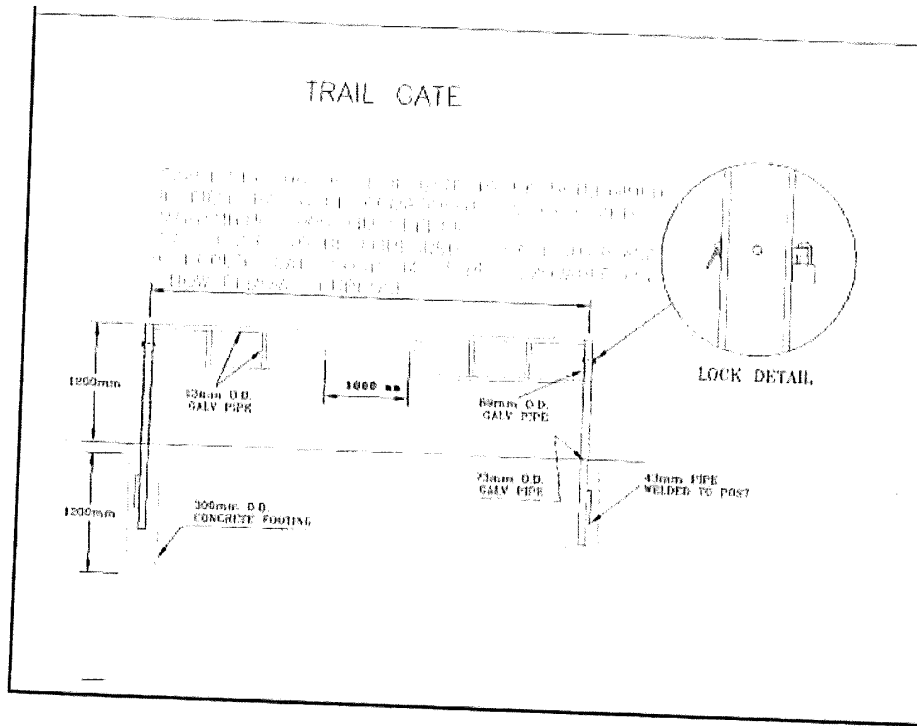


Josh Randell
Operations & Project Manager
West Coast Excavating & Equipment Company Ltd.
P.O. Box 266, 19 Maple Valley Rd
Corner Brook, NL, A2H 6C9
Phone: 709-639-9423 Fax: 709-639-7019
Cell: 709-632-9114
Email: j.randell@westcoastexcavating.com

From: Chantel J. Nicolle <Chantel.Nicolle@englobecorp.com>
Sent: Friday, June 23, 2023 2:13 PM
To: j.randell@westcoastexcavating.com
Cc: Jonathan Griffin <Jonathan.Griffin@englobecorp.com>
Subject: 2200176: Corner Brook Great Trail - Gate Details

Hi Josh,

As discussed in our meeting, see detail below for the gates that the City had requested, we are looking for 6 in total.



Please provide a price to supply and install these gates, we will confirm locations.

Thanks,



Chantel Nicolle, P. Eng.
Project Engineer
Civil Engineering
M 709-636-9364


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Rocky Harbour, NL A0K 4N0
englobecorp.com



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Request for Decision (RFD)

Subject: Great Trail Enhancement Phase 1 - Change Order No. 4

To: Darren Charters
Meeting: Regular Meeting - 21 Aug 2023
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Great Trail Enhancement Ph. 1 - Change Order No. 4 Redacted](#)

BACKGROUND INFORMATION:

Supply and Installation of 4' high chain link fence, including end and intermediate posts at locations along the Great Trail.

Galvanized steel fencing materials (Post, wire mesh, mounting hardware, etc.) \$8395.00
 Shipping of Fencing Material: \$500
 sonotubes for post, 32@\$60 ea = \$1920
 Concrete to fill sonotubes, 16 cubic meters required @\$450 ea = \$7200
 Excavator, 100 hours at \$120/hr = \$12,000
 Labour, 200 hours @\$34.97/hr = \$6994.00

PROPOSED RESOLUTION:

Be it resolved the City of Corner Brook Council approve Change Order No. 4 in the amount of \$51,498.02 HST Included for the Great Trail Enhancement Phase 1 to West Coast Excavating & Equipment Co. Ltd.

FINANCIAL IMPACT:

Original Contract Amount - \$1,375,816.30 HST Incl.
 Previous Change Orders - \$64,329.94 HST Inc.
 Contract Budget - \$1,707,500.00 HST Incl.

Budget Code: 17-CCR-22-00000

Finance Type: Funding

Director of Community, Engineering, Development & Planning, Approved - 15 Aug 2023

Administrative Assistant

Approved - 15 Aug 2023

City Manager

Division of Municipal Infrastructure
Form 5 – Contract Change Order Notice

Page 1 of 3

March 2022

PROJECT NAME: Corner Brook Great Trail Enhancement Ph.1 DATE: July 18, 2023

MI PROJECT NO: 17-CCR-22-00000 CHANGE ORDER NUMBER: 004

CONTRACTOR: West Coast Excavating

.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

Supply and install chain link fence, including end and intermediate posts at locations shown in the field - see pricing breakdown 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: 10 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 \$ 51,498.02

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

Contractor: _____
(Signature)

Transportation and Infrastructure

Division of Municipal Infrastructure
Form 5 – Contract Change Order Notice

Page 2 of 3

March 2022

Authorized Contract Amount (A)	\$	1,375,816.30
Change Order Limit (greater of 10% or \$15,000)	\$	137,581.63
Previous Change Orders (B)	\$	64,329.94
This Change Order (C)	\$	51,498.02
New Approved Contract Amount (A+B+C)	\$	1,491,644.26

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: July 27, 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, email attached.

Transportation and Infrastructure

**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

From: j.randell@westcoastexcavating.com
Sent: July 13, 2023 9:10 AM
To: [Chantel J. Nicolle](#)
Cc: [Jonathan Griffin](#)
Subject: RE: 2200176: Corner Brook Great Trail - Chain Link Fence Pricing

ATTENTION: Assurez-vous que le contenu soit de confiance avant d'ouvrir une pièce jointe ou un hyperlien.
CAUTION: Do not click on links or open attachments you do not trust.

Good morning, Chantel

Price to install 4' high chain link fencing as requested; \$44,780.89 or \$203.55 per meters with 220 meters required. HST not included.

Note: 220m requires approximately 92 posts, quoted both end and intermediate post as 2 3/8" diameter as fencing is a guards near steep banks.

Breakdown:

Galv Steel Fencing Materials quote (Post, wire mesh, mounting hardware etc) \$8395.00
 Shipping of Fencing Material: \$500
 Sonotubes for post, 32 required at \$60 each: \$1920
 Concrete to fill sonotubes, 16 cubic meters required @\$450: \$7200

Excavator, 100 hours at \$120 hr: \$12,000
 Labour, 200 hours at \$34.97 hr: 6994.00

Sub-Total: \$37,009.00
 + 10% OH / 10% Profit

Total: \$44,780.89

Thanks
 -Josh



Josh Randell
 Operations & Project Manager
 West Coast Excavating & Equipment Company Ltd.
 P.O. Box 266, 19 Maple Valley Rd
 Corner Brook, NL, A2H 6C9
 Phone: 709-639-9423 Fax: 709-639-7019
 Cell: 709-632-9114
 Email: j.randell@westcoastexcavating.com

From: Chantel J. Nicolle <Chantel.Nicolle@englobecorp.com>
Sent: Monday, June 26, 2023 9:39 AM
To: j.randell@westcoastexcavating.com

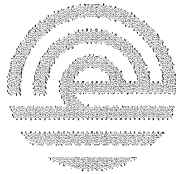
Cc: Jonathan Griffin <Jonathan.Griffin@englobecorp.com>
Subject: 2200176: Corner Brook Great Trail - Chain Link Fence Pricing

Hi Josh,

As discussed last week, please provide a price for supply and installation of chain link fencing. Scott had measured 220m of 4' high fence to be installed between stations 5+370 to 6+270 on the north side of the trail.

Let me know if you have any questions.

Thanks,



Chantel Nicolle, P. Eng.
Project Engineer
Civil Engineering
M 709-636-9364

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Request for Decision (RFD)

Subject: Supply of Winter Sand

To: Rodney Cumby
Meeting: Regular Meeting - 21 Aug 2023
Department: Public Works
Staff Contact: Rod Follett,
Topic Overview: Supply of Winter Sand

BACKGROUND INFORMATION:

The current contract to supply winter sand has expired. The Provincial Department of Transportation and Infrastructure on behalf of the City tendered the supply and stockpile of 1,500 m³ of winter sand at the City's new salt depot on O'Connell Drive. The tender closed on June 14th, 2023 and all submitted bids are listed below (HST included):

Humber Arm Contracting	\$111,675.00
Marine Contractors	\$116,250.00

PROPOSED RESOLUTION:

Be it **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the bid of \$111,675 HST included) by Humber Arm Contracting for 2023 winter sand.

RECOMMENDATION:

It is the recommendation of staff to accept the bid of \$111,675.00 (HST included) by Humber Arm Contracting for 2023 winter sand

Administrative Assistant

Approved - 16 Aug 2023

City Manager



Information Report (IR)

Subject: Council Travel Report - January - June 2023

To: Rodney Cumby
Meeting: Regular Meeting - 21 Aug 2023
Department: Finance and Administration
Staff Contact: Sievendra Maistry, Director of Finance and Administration
Topic Overview: To present the Council travel report for the period January - June 2023
Attachments: [Council Travel Jan - Jun 2023 PUBLIC](#)

BACKGROUND INFORMATION:

The City of Corner Brook Council Remuneration and Reimbursement Regulation requires that "A summary of Council travel expenses by Councillor be provided to Council semi-annually and reported on at a public meeting". Per this regulation the council travel report for the period January 2023 to June 2023 is hereby presented.

Director of Finance and
Administration
Administrative Assistant

Approved - 07 Aug 2023

Approved - 14 Aug 2023

City Manager

TRAVEL EXPENSE COUNCIL - January 1 - June 30, 2023

Name	Month	Purpose/Destination	Amount	Sub-Total	Total
<u>Jim Parsons</u>	May 2023	MNL Conference - Gander			<u>\$ 1,138.57</u>
	May 2023	FCM Conference - Toronto, Ontario			<u>\$ 3,455.97</u>
		Total Travel Jim Parsons			<u>\$ 4,594.54</u>
<u>Linda Chaisson</u>	May 2023	FCM Conference - Toronto, Ontario			<u>\$ 3,675.20</u>
		Total Travel Linda Chaisson			<u>\$ 3,675.20</u>
<u>Pamela Gill</u>					<u>\$ -</u>
<u>Bill Griffin</u>	May 2023	FCM Conference - Toronto, Ontario			<u>\$ 3,191.10</u>
					<u>\$ 3,191.10</u>
<u>Vaughn Granter</u>					<u>\$ -</u>
<u>Pam Keeping</u>					<u>\$ -</u>
<u>Charles Pender</u>					<u>\$ -</u>
		Total Travel Charles Pender			<u>\$ -</u>
GRAND TOTAL					\$ 11,460.84

Total travel previous year July - December 2022	\$13,890.35
Total Travel for current year July - December 2023	\$11,460.84
Difference in semi-annual travel totals	\$2,429.51



Request for Decision (RFD)

Subject: Closed Auction - Bayview Heights

To: Sievendra Maistry
Meeting: Regular Meeting - 21 Aug 2023
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To accept the Closed Auction submission from the successful Proponent.
Attachments: [PSA Bayview Heights](#)
[Bayview Heights Closed Auction Package](#)

BACKGROUND INFORMATION:

Land Management was approached by a proponent who requested to purchase City land adjacent to their property at 108 Bayview Heights. The land has an approximate area of 1,816 m² (19,547 ft²) with a frontage of 18.3 m (60 ft) on Bayview Heights.

During the internal referral process, it was determined that the land in question was a developable lot. Due to City policy, the land was offered through a public tender, which in this case was a closed auction.

One (1) submission was received, for an amount of \$52,500.00.

If approved, the proponent will be responsible for the survey to complete the sale.

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the purchase and sale agreement between the City and the successful Proponent for the land sale issued under the Closed Auction - Bayview Heights.

FINANCIAL IMPACT:

The City will receive a total of \$52,500 from the closed auction, plus future tax revenue.

GOVERNANCE IMPLICATIONS:

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

Legal Review: No

RECOMMENDATION:

Staff recommends Council approve the execution of the purchase and sale agreement with the successful Proponent for the land sale issued under the Closed Auction - Bayview Heights.

ALTERNATIVE IMPLICATIONS:

- 1. Accept the Closed Auction submission from the Proponent.
 - a. Revenue from the sale, additional tax revenue, and the land will be maintained.
- 2. Reject the Closed Auction submission from the Proponent.
 - a. Land will be left as is, the loss of potential tax revenue, loss revenue from sale.

Director of Finance and Administration
Administrative Assistant

Approved - 17 Aug 2023

Approved - 17 Aug 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 _____ 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 Vendor")

AND **SUCCESSFUL BIDDER**, a resident of the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Buyer")

WHEREAS the Vendor owns property located on Bayview Heights 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 Vendor desires to sell The Property and the Buyer wishes to purchase the property;

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

PROPERTY AND PURCHASE PRICE

1. The Vendor hereby agrees to sell and the Buyer agrees to purchase the Property located on Bayview Heights 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 \$52,500 in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

DEPOSIT

2. The Buyer submits with this offer the sum of \$5,000 payable to the Vendor 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 August 24, 2023 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

4. The Vendor are to furnish the Buyer with a sketch of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyer is allowed 30 days to investigate the title to The Property, which the Buyer shall do at its own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor are unable or unwilling to remove, and which the Buyer will not waive, this agreement shall be null and void and the deposit herein shall be returned to the Buyer, without interest and without liability by the Buyer for any expenses incurred or damages sustained by the Vendor.

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 Vendor, to be delivered on payment of the Purchase Price to the Buyer's 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 Buyer 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 Buyer does not retain a lawyer to represent the Buyer on this purchase the Buyer agrees that the cost of registration of the Deed will be added to the Purchase Price payable by the Buyer to the Vendor on closing and the Vendor will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Vendor 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 Vendor do not pay municipal taxes, The Buyer will pay municipal tax in the year of Closing based on the amount of municipal taxes that would have been levied against the property and business if The Buyer had owned the property on January 1st of the year of Closing. That sum would then be adjusted to the date of closing such that The Buyer would pay taxes prorated from the date of closing to the end of the year of Closing. The cost of municipal improvements, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed as of the date of this agreement, are to be paid by the Vendor 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.

SURVEY

7. The Vendor shall only supply the Buyer 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 Buyer.

EASEMENTS/RIGHT OF WAYS

8. 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

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

AS IS WHERE IS/BUYER ACCEPT LIABILITY

10. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon and the Buyer agree to indemnify and hold the Vendor 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 Vendor 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 Vendor(s) by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Vendor(s) by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.

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

SURVIVE CLOSING

11.

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

OVERDUE PAYMENTS

12. In the event that the Buyer does not pay any amounts owing to the Vendor under the provisions of this Agreement within thirty (30) days of the Vendor having provided notice to the Buyer that the amount is due and owing, including but not limited to any amounts due and owing under any indemnity and save harmless provisions of this agreement, the Vendor may commence legal action to collect the sums owing and the Buyer shall pay any and all costs and expenses the Vendor incur, including but not limited to the cost of the Vendor' 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 Vendor first provide notice to the Buyer in accordance with this provision.

BINDING

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

NON-WAIVER

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

CUMULATIVE RIGHTS

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

NO COLLATERAL AGREEMENTS

16. 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

17. All Payments under this Agreement to be made to the Vendor 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

18. 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

19. 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

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

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

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

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

Successful Bidders Address

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

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

23. 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

Successful Bidder

The City of Corner Brook



CLOSED AUCTION

**Bayview Heights
for
The City of Corner Brook**

May 2023



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APPENDIX C- Conditions for Residential High Density & Rural Zones

APPENDIX D- Purchase and Sale Agreement



SECTION 1: INSTRUCTIONS TO APPLICANTS

Background – The City of Corner Brook

The City of Corner Brook (“City”) is a bustling regional service centre located on the west coast of Newfoundland Labrador (NL), which is located on the east coast of Canada. The City’s size and location make it the premier destination for retail, services, recreation, and adventure. The City owns approximately 1,816m² (19,540 ft²) of land located on Bayview Heights which the City is interested in selling (Appendix B).

Overview

All bids will be opened at the closing time. Bids will be screened to ensure completion and compliance with this Closed Auction. Any incomplete submissions shall be rejected.

At the end of the process, the City anticipates the signing of an agreement of purchase and sale (see Appendix D) with the successful bidder. The City maintains full discretion over this Closed Auction process and the award. The City reserves the right to not proceed any further with any of the Bidders.

Reserve

The reserve will be set at Forty Thousand Dollars (\$40,000.00) exclusive of harmonized sales tax (HST) if applicable. Any bids below this amount will not be accepted.

Closed Auction Schedule

The following is the intended schedule for the Closed Auction. Bidders should comply with this schedule unless otherwise notified of any changes. All times noted are for Newfoundland Time, and are subject to change by the City.

Issuance of the Closed Auction:	May 15, 2023
Last date for inquiries:	June 2, 2023
Closing Time:	June 9, 2023 at 12:00 PM

Description of Property

The property is located on western side of Bayview Heights. The property was formally known as 106 Bayview Heights and once had a dwelling. The City acquired this land in 1985 from an expropriation and it now currently consists of natural vegetation. The property has an approximate area of 1,816m² (19,540 ft²). There’s a grade that

Closed Auction Package – Bayview Heights



decreases from Bayview Heights to the rear of the property. Water, sewer and storm services are available from Bayview Heights.

The City will be auctioning the land “as is where is” and makes no representation as to whether the lot can be developed for any particular use. (Please refer to section 11)

Zoning of Property

The property is currently located in a Residential High Density (RHD) zone and a Rural (R) zone. A list of potential uses for the subject property has been outlined in Table 1 & 2 below. The following list first considers the uses outlined in the Development Regulations for the City. The full use zone tables for the land is attached (Appendix C)

Table 1

Permitted uses of Residential High Density
Single dwelling, double dwelling, row dwelling, apartment building and recreational open space.
Discretionary uses of Residential Medium Density
Place of worship, educational, convenience store, collective residential, child care, boarding house residential, antenna, home based occupation*. *(See condition no. 6)

Table 2

Permitted uses of Rural
Agriculture, forestry
Discretionary uses of Rural
Outdoor assembly, single dwelling, single dwelling (existing), veterinary, outdoor market, general industry, service station, mineral working, recreational open space, conservation, transportation, animal, antenna, hazardous industry*, cemetery** *(See condition no. 8) **(See condition no. 9)

Submission Requirements

All Bids forms (refer to Appendix A) are to be completed fully. Any incomplete bid forms will be rejected and will not enter this Closed Auction.

Closed Auction Package – Bayview Heights



Bid Requirements

1. Bids should be submitted in the form required herein as follows:

Mailed to	OR	Courier to
Office of the City Clerk City Hall P.O. Box 1080 Corner Brook NL A2H 6E1 In a sealed envelope clearly marked – “Confidential: Closed Auction – Bayview Heights”		Office of the City Clerk City Hall P.O. Box 1080 5 Park Street Corner Brook NL A2H 6E1 In a sealed envelope clearly marked - “Confidential: Closed Auction – Bayview Heights”

2. Bids are due at the location specified above, before the Closing Time.
3. If a Bidder is of the view that there are discrepancies or omissions in the Bid documents, or that any clarification is required, the Bidder should contact the Supervisor of Land Management, Mr. Brandon Duffy. The Supervisor will respond in writing or, if in agreement that there is a requirement for amendment or clarification, will advise all Bidders of the Closed Auction. The City may, at any time prior to the closing date and time, issue additional information, clarifications or modifications to the Closed Auction by written notification. It is the Bidder’s sole responsibility to ensure they have received all amendments or clarifications prior to submitting their bid.
4. If a Bidder wishes to verify that a bid has been received prior to the Closing Time, the Bidder may telephone the City Clerk’s office at (709) 637-1534. The Bidder must identify the Bidder’s name, the date mailed and location it was mailed from before this information will be released. No other information concerning the applications will be released under any circumstances prior to tender opening.
5. Bids may be withdrawn with no penalty by submitting a written withdrawal request to the same address to which the proposal was submitted prior to the Closing Time. The tender will be returned to the Bidder unopened.
6. Bids should be forwarded via registered mail or courier to the City of Corner Brook office as **original signatures are required**.
7. All process and/or technical questions in reference to this Closed Auction should be addressed to the Supervisor of Land Management:

Closed Auction Package – Bayview Heights



Brandon Duffy, Supervisor of Land Management

City of Corner Brook
 5 Park Street
 P.O. Box 1080
 Corner Brook, NL
 A2H 6E1
 Phone: (709) 637-1544
 Fax: (709) 637-1514
 E-mail: bduffy@cornerbrook.com

Information obtained from any other source is not official and may be inaccurate. Applicants agree not to rely on information from any other person in connection with this Closed Auction.

8. The property being auctioned pursuant to these conditions of sale shall include the City of Corner Brooks (hereinafter called the "Vendor") right, title and interest in that piece or parcel of land more particularly described in Appendix B (hereinafter called the "the Property")
9. A description of the Property is attached as Appendix B. Such description and any other material or information provided to prospective bidders relating to the Property has been prepared solely for the convenience of prospective bidders and is not warranted to be complete or accurate and does not form part of these Requirements of the Closed Auction.
10. Bids will be for a fixed amount.
11. The Bidder hereby agrees to accept The Property "as is" along with any contaminants therein or thereon and the Bidder agree to indemnify and hold the Vendor 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 Vendor 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 Vendor by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Vendor by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.
 - a. The Bidder acknowledges and agrees that the Property is being sold and the Bidder are bidding on the Property on an "as is" basis, and the Vendor 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 Bidder acknowledges and agrees that the Vendors make no representations or warranties of any kind express or implied that the present use or the future intended use by the Bidder are or will be lawful or permitted or as to the suitability of the Property for development.
12. Each bidder shall, with its bid, deliver to the Vendor a certified cheque or bank draft payable to The City of Corner Brook for ten percent (10%) of the aggregate bid price (the "Purchase Price"). The deposit will not include HST. If the bid is accepted, said certified cheque or bank draft shall be deemed to be a cash deposit and the successful bidder of the Property (hereinafter called the "Purchaser") shall pay the balance of the Purchase Price to the Vendor, in cash, by certified cheque or bank draft, without interest, within 30 days after the bid acceptance, unless some other date is mutually agreed upon by the Vendor and the Purchaser (hereinafter called the "Closing Date").
13. The City reserves the right to reject any and all bids.
14. Certified cheques or bank drafts accompanying bids that are not accepted will be returned to the bidders by Registered Mail addressed to the bidder at the address set out in its bid not later than seven (7) days following the opening of bids, unless otherwise arranged with the bidder
15. If any bid is accepted by the Vendor, then such acceptance shall be communicated to the Purchaser within Sixty (60) days of the opening of the bids by notice in writing sent by the Vendor to the Purchaser at the address set forth in its bid, such notice to be given by prepaid Registered Mail, facsimile, or email delivery and to be deemed effectively given when deposited in the post office, when emailed, or when sent by facsimile, as the case may be.
16. The Vendor shall remain in possession of the Property until the Purchase Price thereof has been paid in full. The Purchaser shall take delivery thereof on the Closing Date.
17. In the event that some of the bids submitted are substantially in the same terms and/or amounts, the Vendor may in its sole discretion call upon those bidders to submit further bids.
18. The validity and interpretation of these Requirements of the Closed Auction, and of each provision and part thereof, and of the Agreement of Purchase and Sale defined herein, shall be governed by the laws of the Province of Newfoundland and Labrador, the courts of the Province of Newfoundland and Labrador shall have exclusive jurisdiction with respect to any dispute



arising out of these Conditions of the Closed Auction or any Agreement of Purchase and Sale entered into pursuant hereto.

19. The successful bidder will be required to comply with all of the City's Regulations.

Bid Conditions

20. Notwithstanding anything contained elsewhere in this Closed Auction, this Closed Auction is subject to the following terms and conditions, all of which the Bidder is deemed to accept without qualification by the Bidder's submission of a bid in response to this Closed Auction:

- (a). This is an invitation and not a tender call. The City of Corner Brook does not intend to and does not assume or owe any contractual or other duties or obligations as a result of the issuance of this Closed Auction, the preparation or submission of an bid by a Bidder, the receipt, opening and consideration of a bid, the evaluation of bids, provision of additional information or conduct of presentations, the Bidder's participation in any discussions or negotiations, or on any other basis whatsoever arising out of this Close Auction. Without limiting the generality of the foregoing and for certainty, no contract is formed by the submission of an application in response to this Closed Auction.
- (b). In its sole and absolute discretion, and without limiting the generality of the City of Corner Brook's discretion under this Closed Auction, the City:
- i. may modify or amend this Closed Auction including the schedule, the Closed Auction requirements, the scope of services, or any other terms, whether material or not, and may cancel or suspend this Closed Auction;
 - ii. is not bound to accept any bids and reserves the right to reject any or all entries;
 - iii. may reject any bid which fails to meet the requirements of this Closed Auction, whether substantially or otherwise, or take such failure or any qualifications of the Closed Auction requirements set forth in the proposal into account in evaluation of the bid;
- (c). The City of Corner Brook shall have no liability as a result of issuance of this Closed Auction. No Bidder shall have any claim against the City of Corner Brook for any compensation of any kind whatsoever as a result of participating in this Closed Auction process, including without limitation any claim for costs of application preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract



including fundamental breach, tort, breach of any duty, or any other cause of action whatsoever.

Signing Provisions

21. In the case of a Sole Proprietorship, the Sole Proprietor will sign where indicated in the presence of a witness who will sign where indicated. Insert the words "Sole Proprietor" next to the signature.
22. In the case of a Partnership, all partners must sign where indicated in the presence of a witness who will sign where indicated. Insert the word "Partner" next to each signatory.
23. In the case of an incorporated Company, directors or authorized signing officers must sign in the presence of a witness who will sign where indicated. Indicate next to each signature the corporate title of each signatory. If a signatory is not a Director of the Company, the bidder must enclose with their bid a certified copy of the director's resolution appointing the authorized signing officer.

Disclosure and Confidentiality

24. Documents and other records in the custody of or under the control of City of Corner Brook or its representatives may be subject to release in accordance with the *Access to Information and Protection of Privacy Act SNL 2002, c. A-1.1* (ATIPPA), the *City of Corner Brook Act RSNL 1990 Ch. C-15*, and/or the *Public Procurement Act SNL 2016 Ch. P-41.001*.
25. Subject to the limitations of the aforementioned legislation, all responses to this Closed Auction and other documents and other records submitted by an Applicant in connection with this Closed Auction will be considered confidential and other proprietary information will not be disclosed. It should be noted that while the ATIPPA permits members of the public to access records in the custody and control of the City of Corner Brook, disclosure of that information may be limited if it would be harmful to the business interests of the Applicant (ATIPPA, s. 27). Accordingly, the Applicant is encouraged to:
 - (a) Clearly identify those portions of the application for which disclosure to others would significantly harm their business interests; and
 - (b) Be prepared to justify that determination in the event of a request for access to such information pursuant to an ATIPPA request. The Applicant, its employees, and any sub-contractors will be expected to comply with and abide by all provisions of the ATIPPA. In addition to the ATIPPA, the Applicant, its employees, and any sub-contractors will be expected to comply with and abide by all applicable privacy legislation, including but not limited to, federal privacy legislation such as *The Privacy*



Act and the Personal Information Protection and Electronic Documents Act (PIPEDA).

Closed Auction Package – Bayview Heights



APPENDIX A

BID FORM**The City of Corner Brook, Bayview Heights Road**

All bids must contain name and telephone number of the prospective bidder, together with 10% of the bid, and placed in a sealed envelope addressed to "**Closed Auction — Bayview Heights**" and delivered to the Office of the City Clerk, City Hall, P.O. Box 1080, 5 Park Street, Corner Brook, NL, A2H 6E1 no later than 12:00 p.m. (local time) on June 9, 2023. The 10% down payment must be included with the bid and must be by certified cheque or bank draft made payable to the City of Corner Brook

1. I/We, _____ herein submit a bid for the property on Bayview Heights, Corner Brook NL, A2H 1E1, in the amount of \$ _____ and herein enclose a certified cheque or bank draft for ten percent (10%) of the bid or \$ _____ (deposit will not include HST)
2. I/We have carefully examined all of the contents of this Closed Auction; including the terms and conditions.
3. In the event of our bid being accepted, I/We agree to enter into a purchase & sale agreement with the City of Corner Brook.(Appendix D)
4. Closing Time: June 9, 2023 @ 12:00 PM Newfoundland Time.

Registered Business Name/Legal Name: _____

Address: _____

Telephone Number: _____ Email: _____

Printed Name And Seal (if any) _____

Dated this ___ day of _____, 2023 in the presence of:

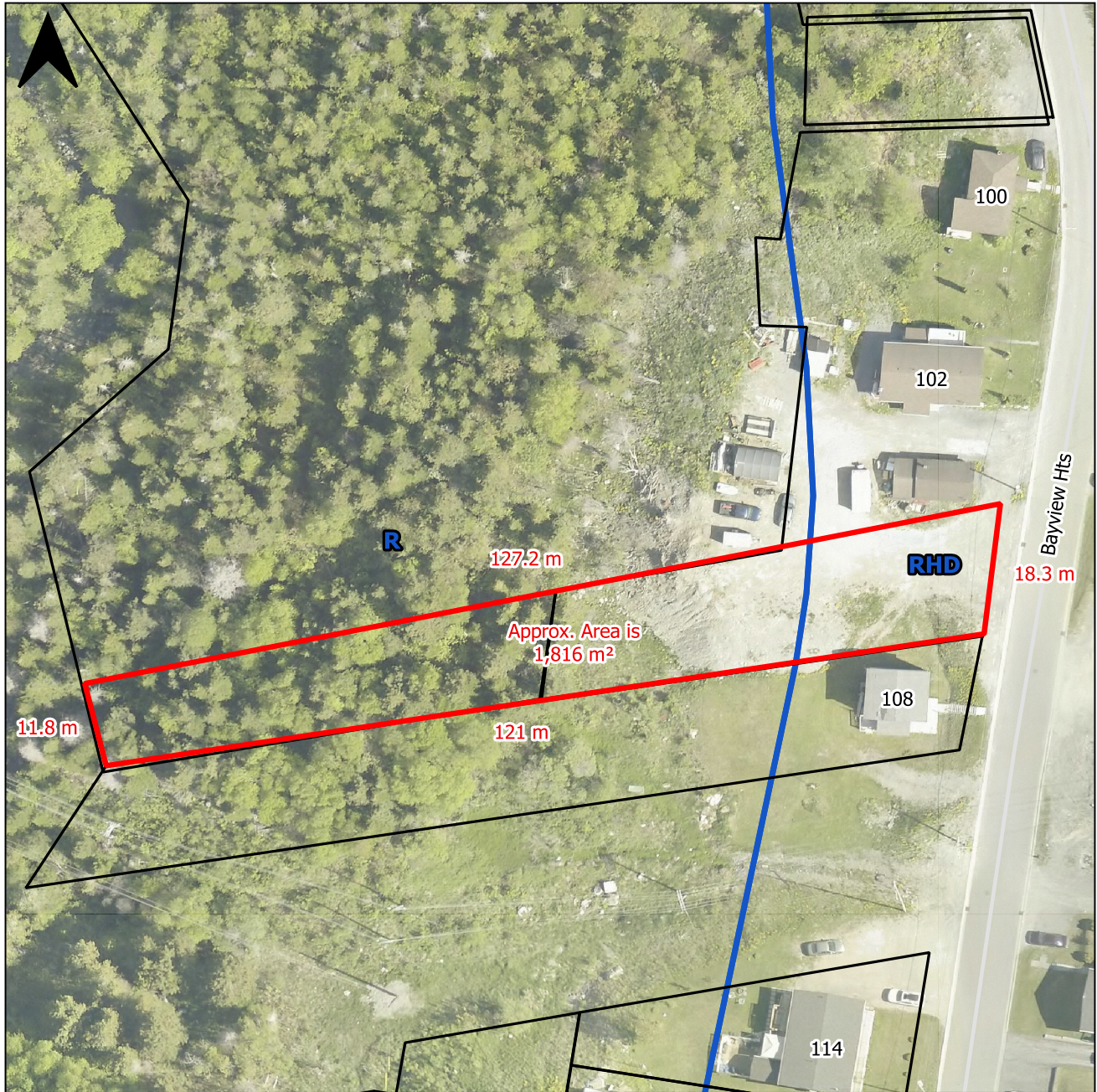
Signature: _____





Witness: _____

Closed Auction Package – Bayview Heights

Appendix B

Schedule "A"







LEGEND Location of Land  Survey Master Oct 2022 Zone Boundaries 		NOTES 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 Bayview Heights			
		DRAWN BY: BDUFFY		DATE: 03-07-2022	SCALE: 1:750	FIGURE: 1	
		APPROVED BY: BDUFFY		COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RHD & R	REVISION: 0	

Project Path: E:\Users\bduffy\OneDrive\GIS\FreshMaster_Map.qtz

Schedule "A"



<p>LEGEND</p> <p>Location of Land </p> <p>Survey Master Oct 2022</p> <p>Contours 2m </p>	<p>NOTES</p> <ol style="list-style-type: none"> 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 			
		<p>Location of Land Bayview Heights</p>		
<p>DRAWN BY: BDUFFY</p>	<p>DATE: 03-07-2022</p>	<p>SCALE: 1:750</p>	<p>FIGURE: 1</p>	
<p>APPROVED BY: BDUFFY</p>	<p>COORD SYS: NAD 1983 MTM ZONE 3</p>	<p>ZONE: RHD & R</p>	<p>REVISION: 0</p>	

Project Path: E:\Users\bduffy\Desktop\QGIS\FreshMaster_Map.qgz

3 1 2 7 0 2 4 6 7

SCHEDULE "A"

DESCRIPTION OF LAND FOR THE CITY OF CORNER BROOK
CIVIC NO. 106, BAYVIEW HEIGHTS

All that piece or parcel of land lying west of Bayview Heights, in the City of Corner Brook, Province of Newfoundland, being further bounded and described as follows:

Beginning at a point on the westerly limit of Bayview Heights, the said point being found by running from hydrant no 316, north thirteen degrees fifty five minutes twenty six seconds west (N 13° 55' 26" W) thirty two decimal zero six (32.06) metres;

RUNNING THENCE by land of Ralph McCarthy, south eighty one degrees twenty four minutes nine seconds west (S 81° 24' 09" W) sixty degrees nine six (60.96) metres;

THENCE RUNNING by land of John Quehe or Assigns, north seven degrees sixteen minutes forty five seconds east (N 7° 16' 45" E), fifteen decimal two one four (15.214) metres;

THENCE continuing by land of John Quehe or Assigns and running by land of Norman George or Assigns, north seventy eight degrees thirty eight minutes seven seconds east (N 78° 38' 07" E) sixty one decimal seven seven nine (61.779) metres;

THENCE RUNNING along the westerly limit of Bayview Heights, south six degrees fifty eight minutes twenty eight seconds west (S 6° 58' 28" W) eighteen decimal two eight eight (18.288) metres, more or less, to the point of beginning;

Containing an area of nine hundred eighty two (982) square metres, more or less, and being particularly shown on Yates and Woods Limited drawing no. 94259 dated November 11, 1994;

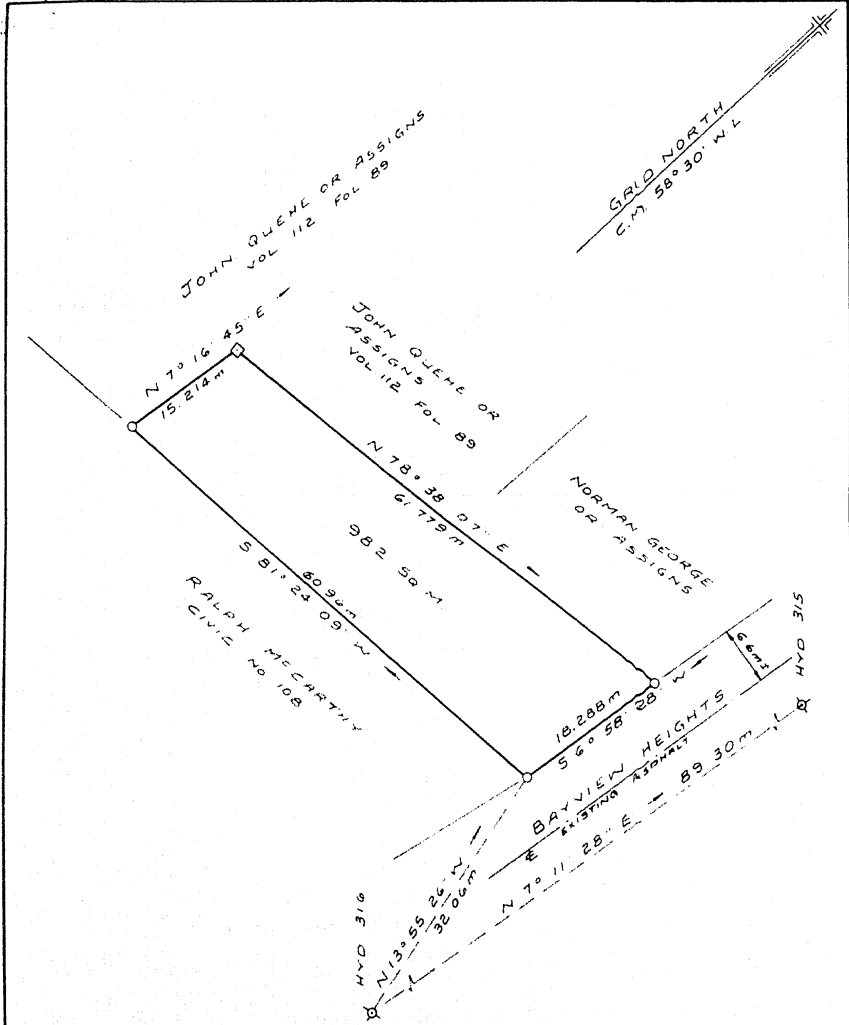
All bearings are Grid North referenced to the Modified Transverse Mercator Projection for Newfoundland with the central meridian at 58° 30' west longitude.

Yates & Woods Limited



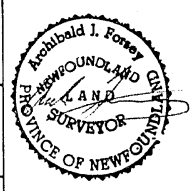
3 1 2 7 0 2 4 6 0

SCHEDULE "B"



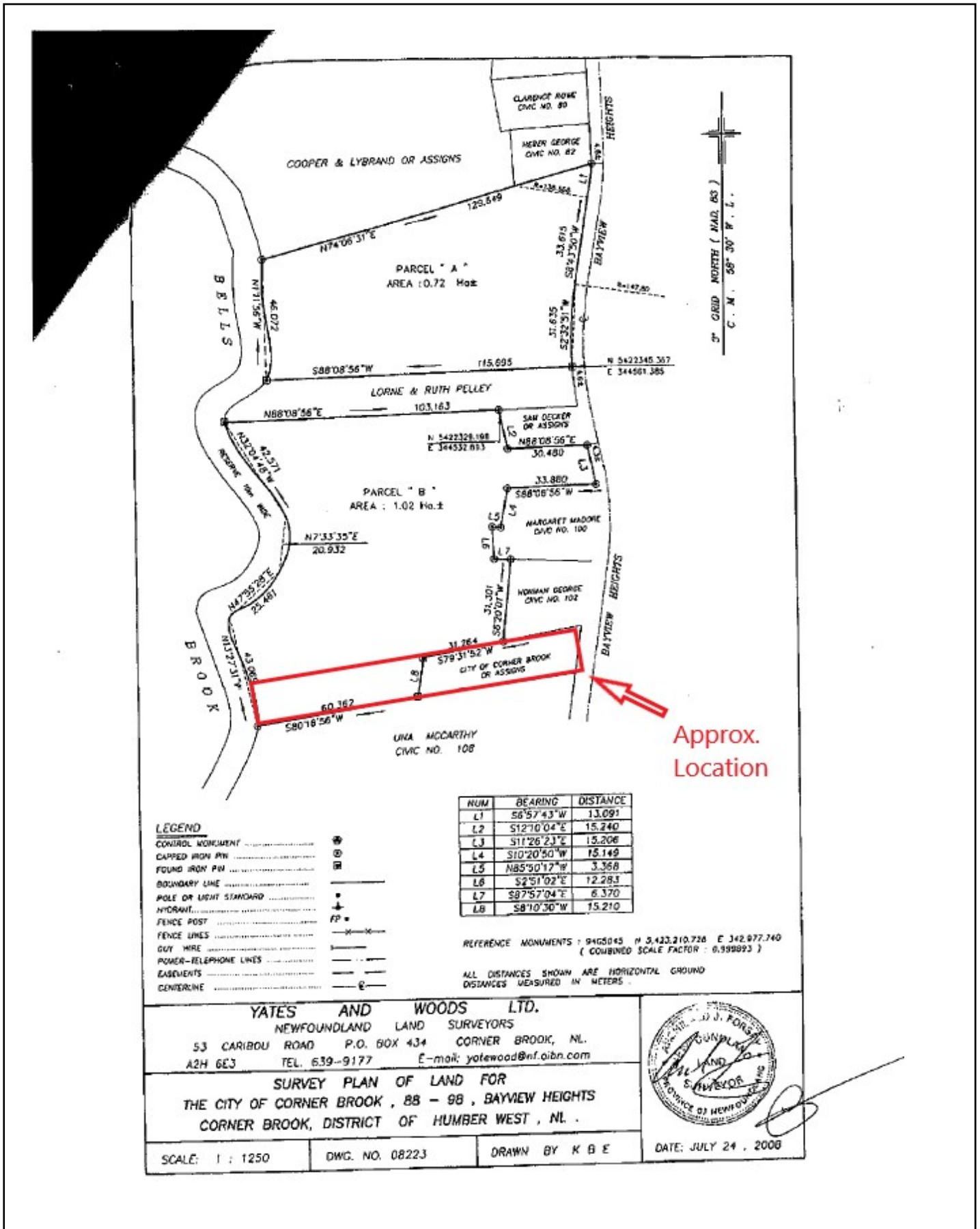
- LEGEND**
- CONTROL MONUMENT (Symbol)
 - PLACED IRON PIN (Symbol)
 - FOUND IRON PIN (Symbol)
 - POLE OR LIGHT STANDARD (Symbol)
 - HYDRANT (Symbol)
 - PROPERTY DEALT WITH (Symbol)
 - FENCE LINES (Symbol)
 - POWER-TELEPHONE LINES (Symbol)
 - EASEMENT (Symbol)

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



SURVEY PLAN OF LAND FOR
 THE CITY OF CORNER BROOK, CIVIC No 106
 BAYVIEW HEIGHTS, CORNER BROOK.

SCALE 1:500 DWG NO 94259 DATE Nov 11, 1994.



LEGEND

CONTROL MONUMENT	⊕
CAPPED IRON PIN	⊙
FOUND IRON PIN	⊠
BOUNDARY LINE	—
POLE OF LIGHT STANDARD	⊥
HYDRANT	⊕
FENCE POST	FP
FENCE LINES	—
GUY WIRE	—
POWER-TELEPHONE LINES	—
EASEMENTS	—
CENTERLINE	—

NUM	BEARING	DISTANCE
L1	S6°57'43"W	13.091
L2	S12°10'04"E	15.240
L3	S11°26'23"E	15.206
L4	S10°20'50"W	15.149
L5	N85°50'17"W	3.368
L6	S2°51'02"E	12.283
L7	S87°57'04"E	6.370
LB	S8°10'30"W	15.210

REFERENCE MONUMENTS : 9465043 N 5,423,210,728 E 342,977,740
 (COMBINED SCALE FACTOR : 0.999993)

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES MEASURED IN METERS.

YATES AND WOODS LTD.
 NEWFOUNDLAND LAND SURVEYORS
 53 CARIBOU ROAD P.O. BOX 434 CORNER BROOK, NL.
 A2H 6E3 TEL. 639-9177 E-mail: yatewood@nf.qlb.com

SURVEY PLAN OF LAND FOR
THE CITY OF CORNER BROOK, 88 - 98, BAYVIEW HEIGHTS
CORNER BROOK, DISTRICT OF HUMBER WEST, NL.



SCALE: 1 : 1250 DWG. NO. 08223 DRAWN BY K B E DATE: JULY 24, 2008

Appendix C

USE ZONE TABLE**133. RESIDENTIAL HIGH DENSITY****PERMITTED USE CLASSES** - (see Regulation 127)

Single dwelling, double dwelling, row dwelling, apartment building and recreational open space.

DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)

Place of worship, educational, convenience store, collective residential, child care, boarding house residential, antenna, home based occupation*.

*(See condition no. 6)

STANDARDS	WHERE PERMITTED						
	Single Dwelling	Double Dwelling	Row Dwelling	APARTMENT** BUILDING			
				1 Bed Apt	2 Bed Apt	3 Bed Apt	4 Bed Apt
Lot area (m ²) Minimum (mi)	mi: 375	mi: 275*	200 *	135 *	170 *	185 *	200 *
Floor area (m ²) minimum	70	70 *	60 *	40 *	50 *	60 *	70*
Frontage (m) Minimum (mi)	mi: 12	mi: 20	(average) 10 *	Apt. Bldg. - 5 Units or more		Apt. Bldg. - 4 Units or less	
				25		23	
Building Line Setback (m) (minimum)	mi: 6	mi: 6	mi: 8	8-one storey 10-two storey		8-one storey 9-two storey	
Side yard Width (m) (minimum)	1.2 3	3 3	3 3	5		4	
Rear yard Depth (m) (minimum)	8	8	8	14		12	
Lot Coverage (%) Maximum	33	33	33	33		33	
Height (m)	8	8	8	10		8	
*Per Dwelling Unit(See Conditions)							
**No greater than four bedrooms shall be permitted in an apartment unit.							

(31 Jan 2014)

CONDITIONS FOR RESIDENTIAL HIGH DENSITY ZONE**1. Residential Density**

In each Residential High Density Zone there shall be not more than 50% apartment units, row housing units or a combination of apartment and row housing units, the remainder being either single or double dwellings or a combination of single and double dwellings.

2. Site Standards – Discretionary Uses

Where permitted, a place of worship, an educational use, a boarding house use, a collective residential use and a child care use shall conform to the minimum frontage, building line setback, side yard and rear yard requirements and the maximum lot coverage and height requirements specified for a single dwelling.

3. Educational Uses

The only educational uses that may be permitted on a discretionary basis are elementary and junior high schools.

4. Convenience Stores

Convenience stores will only be permitted as a discretionary use under the following conditions:

- (a) The store shall form part of, or be attached to a dwelling unit.
- (b) The retail use shall be subsidiary to the residential character of the area, and shall not affect residential amenities of adjoining properties.
- (c) Advertisement to the building shall not exceed three square metres in area.
- (d) A minimum of 2 off-street parking spaces is required for the use of customers or as is set out in Schedule D, whichever is the greater. This requirement is in

addition to the parking requirements for the dwelling.

- (e) A maximum of 25 percent of the habitable floor area of the dwelling up to a maximum floor area of 45 sq. metres may be used as a convenience store. The minimum required floor area of the dwelling must continue to be met.

5. Accessory Buildings

Accessory buildings in this zone shall conform to the requirements of Regulation 62, Accessory Residential Buildings, in Part II of these Development Regulations.

6. Home Occupations/Home Office

Home based occupations include the following: home office, personal service, medical and professional service, family child care. A home based occupation or home office may be permitted at the discretion of council, subject to the following conditions:

- (a) The use is clearly a subsidiary use to the single dwelling, double dwelling, row dwelling use classes and does not detract from the residential character of the neighbourhood.
- (b) No wholesale sales or storage of goods is carried out, any retail sales are incidental and subsidiary to the permitted use and that no repairs to vehicles or heavy equipment are carried out.
- (c) The use does not alter the residential appearance or require external modification of the dwelling unit.
- (d) Activities associated with the use shall be carried out inside the dwelling unit or inside a building separate from the dwelling unit but on the same lot.
- (e) Not more than twenty-five percent of the floor area of the dwelling unit up to a maximum of forty-five square metres is devoted to the use. The dwelling unit

SCHEDULE C: Use Zone Tables

Page 137

must continue to meet the dwelling unit minimum floor area requirements.

- (f) The use is operated by a resident of the dwelling unit and does not employ more than one person in addition to the resident on site.
- (g) Office uses shall be limited to small business services and professional offices.
- (h) Personal Service uses for the purpose of this condition shall include small scale production of baked goods, handmade articles such as clothing and arts and crafts and small business services.
- (i) There is no outside storage of goods or materials on the lot.
- (j) The use shall not generate traffic, sewerage or water use in excess of what is normal in the residential area and can be accommodated by the existing municipal road, water and sewer services.
- (k) Activities associated with the use are not hazardous and do not cause noticeable noise, odour, dust or fumes, nor cause electrical interference or in any other way result in a nuisance to the occupants of surrounding residences.
- (l) One building only, separate from the dwelling unit, may be used in connection with a Personal Service use and shall conform to the Accessory Building condition for this use zone.
- (m) No sign will be permitted other than a name plate not exceeding 0.2² m in area which is attached to the principal building. No illumination of the sign will be permitted.
- (n) The Authority which may require fencing, screening or separation to protect the amenity of adjacent uses.

SCHEDULE C: Use Zone Tables

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- (o) Parking requirements are as set out in Schedule D, however a minimum of one space is required for a home occupation. The minimum required parking for the dwelling unit must continue to be met.
- (p) No change in type, class or extent of the use shall be permitted except in accordance with a development permit issued by the Authority.
- (q) Family child care occupations shall be limited to a maximum of six children and shall conform to the guidelines and standards as set out by the province of Newfoundland and Labrador's Health and Community Services Department.
- (r) A maximum of fifty percent (50%) of the total floor area may be utilized for family child care.

7. Side yards

- (a) Council reserves the discretion to decrease the major side yard requirement to 1.2 metres for a single dwelling.
- (b) Council reserves the discretion to decrease one side yard of a double dwelling to 1.2 metres, if they are adjacent to each other.

8. Rear Yard

The Authority reserves the right to reduce the rear yard requirement for single dwelling and double dwelling to 7.25 metres, where, in the opinion of the Authority, the reduction to the rear yard area will not result in a negative impact on the adjoining properties.

At the discretion of the Authority:

- (a) The rear yard depth may be measured from the closest point of that portion of the rear wall of the main building which forms a minimum of 66% of the

length of the elevation of the rear wall.

- (b) An extension from the rear wall of the main building on the lot comprising no greater than 34% of the length of the rear wall elevation and extending no greater than 2 metres into the rear yard area may be permitted.
- (c) The rear yard distance for apartment buildings shall be measured from the closest point of the rear wall of the main building which forms a minimum of 85% of the rear wall.

9. Corner Lots

The building line on the side lot line of a corner lot may be 5 metres when the Authority is satisfied that public safety and amenity are maintained.

10. Boarding House Residential

- (a) Each boarding house/lodging house or Bed and Breakfast shall comply with the National Building Code of Canada, the National Fire Code of Canada, the National Plumbing Code of Canada and the Life Safety Code as adopted by the Authority.
- (b) One parking space shall be required for each room that is available to be rented to a boarder or as a Bed and Breakfast guest room/suite. The minimum required parking for the dwelling use must continue to be met.

11. Porches and Verandahs in Front of Building Line of Dwelling Unit

- (a) A porch, with a maximum floor area of 3 square metres, may be permitted to project a maximum of 1.2 metres into the front setback area or 1.2 metres in front of the established building line setback, whichever is in effect for the property, provided the area will not be utilized as a habitable part of a dwelling.
- (b) A porch must be enclosed with walls and a roof.

SCHEDULE C: Use Zone Tables

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- (c) A verandah may be permitted to project a maximum of 1.2 metres into the front setback area or 1.2 metres in front of the established building line setback, whichever is in effect for the property.
- (d) A verandah may not be enclosed with walls and/or windows; however, a mesh screen material may be attached to the exterior sides of the verandah.
- (e) No part of the verandah may be used as a habitable room.
- (f) A verandah may extend across the entire front facade of the main dwelling, subject to the conditions listed.
- (g) A combination of porch and verandah may be permitted, subject to (a) and (c) above, provided that the area of the porch section of the structure does not exceed a maximum of 3 square metres.
- (h) The closest point of any part of a porch or verandah shall be a minimum of 5 metres from the front property boundary.

12. Deck in Front of Building Line of Single or Double Dwelling

A deck may be permitted to project in front of the building line of a single or double dwelling subject to the following conditions:

- (a) A deck shall be no closer than 4 metres to the street line and the maximum distance a deck may project in front of the building line shall be 3.6 metres.
- (b) The maximum floor height of a deck shall be equal to the level of the main floor of the dwelling or such lower level as the Authority may consider appropriate.
- (c) The maximum height of any part of the deck shall be 1.2 metres above the deck's floor level, with the exception of part of the structure necessary to support a second storey deck, above the main floor deck.

SCHEDULE C: Use Zone Tables

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- (d) The maximum width of a deck shall be 3.6 metres.
- (e) The Authority may require the area beneath the floor of the deck to be enclosed in order to maintain a neat and tidy appearance.
- (f) A deck shall not be used for storage purposes.
- (g) The Authority may require all decks permitted under this condition, or all decks on a particular street or in a neighbourhood to be constructed with specified materials and be of a specific colour or finish in order to maintain amenity.
- (h) The closest point of any deck shall be a minimum of 1.2 metres from the side property boundary, with the exception of a deck that is necessary to provide access to a door exiting into the side yard..

13. Intensification

Intensification development in this zone is subject to the following:

- (a) the proposed development includes no more than 3 single lots or 2 double lots in connection, and
- (b) the side yard width and rear yard depth requirements of the zone are maintained.
- (c) At the discretion of the Authority, the front setback distance may be increased where the new dwelling on the lot meets the minimum required frontage, side yard, and rear yard standards for an intensification development. If the setback is substantial due to an especially large or deep lot, adequate buffering in the form of fencing, vegetation or other screening, shall be provided by the developer of the intensification property in order to protect the aesthetics, amenity, privacy and function of the adjoining properties or neighbourhood.

SCHEDULE C: Use Zone Tables

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14. Discretionary Use Classes

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

USE ZONE TABLE**158. RURAL**

<p>PERMITTED USE CLASSES - (see Regulation 127)</p> <p>Agriculture, forestry.</p>
<p>DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)</p> <p>Outdoor assembly, single dwelling, single dwelling (existing), veterinary, outdoor market, general industry, service station, mineral working, recreational open space, conservation, transportation, animal, antenna, hazardous industry*, cemetery**</p> <p>*(See condition no. 8) **(See condition no. 9)</p>

CONDITIONS**1. Advertisements Relating to Onsite Uses**

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

- (a) The size, shape, illumination and material construction of the advertisement shall meet the requirements of the Authority, having regard to the safety and convenience of users of adjacent streets and sidewalks, and the general amenities of the surrounding area.
- (b) No advertisement shall exceed five (5) square metres in area.

2. Advertisements Relating to Offsite Uses / Third Party Advertisements

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

- (a) Each advertisement shall not exceed three (3) square metres in area.
- (b) The location, siting and illumination of each advertisement shall be to the

satisfaction of the Authority, having regard to the grade and alignment of streets, the location of street junctions, the location of nearby buildings and the preservation of the amenities of the surrounding area.

(22 June 2017)

3. Discretionary Use Classes

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

4. Single Dwelling

One single dwelling may be permitted with a farm or forestry operation and it must be demonstrated to the satisfaction of the Authority that the residence onsite is necessary to the successful operation of the use and the minimum lot size for inclusion of a dwelling is to be 3 hectares. The agricultural or forestry use must be in active operation for a minimum of two years prior to an application for a dwelling use onsite.

5. Single Dwelling (Existing)

When determining whether an existing dwelling may be replaced by new construction, extensively renovated, repaired or extended, consideration will include, but not be limited to, the following:

- (a) The dwelling must already exist in the zone at the coming into effect of these Development Regulations.
- (b) The lot on which the dwelling is located shall not be located in an area where the Authority has determined that existing houses are to be eventually removed in order to clear the area of all development, either for safety reasons or to accommodate new or different development under the existing land use designation/zone or a proposed new land use designation/zone.
- (c) The land on which the dwelling is located is not on a slope of 20% or greater,

SCHEDULE C: Use Zone Tables

Page 261

nor are there any other inherent or obvious hazard(s) or potential hazard(s) that would have a negative impact on the replacement or redevelopment of the existing dwelling or on adjacent lands. Should the topography where the dwelling is located exceed 20 % and major renovations, extension or replacement of the dwelling is proposed, a Land Use Assessment Report will be required to address how the development will be accommodated, taking into account the slope and any other relevant considerations.

- (d) The replacement of an existing dwelling is to result in a single dwelling unit only. Double dwellings, row dwellings or apartment buildings will not be permitted to replace an existing dwelling unit, regardless of whether the original dwelling was double dwelling or contained a subsidiary apartment unit, nor will a subsidiary apartment/secondary suite to the main dwelling unit be permitted.
- (e) An application to replace an existing dwelling in accordance with the above criteria will be assessed on an individual basis.
- (f) The dwelling must be accessible to fire department and other emergency vehicles and located on a recognized city street where municipal snow clearing and other maintenance is normally carried out.
- (g) Where fire protection or access may be considered deficient, the owner or applicant requesting to repair, extend or replace the single dwelling may be required to upgrade, install, or otherwise improve the capacity to provide fire protection service or access to a level that is satisfactory to the City of Corner Brook. All costs associated with this will be the responsibility of the owner or developer.
- (h) Where one or more municipal services are absent, the City of Corner Brook assumes no responsibility to provide any service which is not currently available. The owner or developer may undertake the cost and responsibility to install any services to the single dwelling if approved by the City of Corner Brook.
- (i) As an existing single dwelling is deemed to be a discretionary use of the Rural Zone, the owner of the dwelling being repaired, extended or replaced may be required to sign a Development Agreement whereby the owner of the property

agrees to the above conditions and understands that the City of Corner Brook will continue to allow other Permitted and Discretionary Uses of the zone to be developed.

(22 June 2017)

6. General Industry

Where permitted as a discretionary use, General Industry will be restricted to maintenance and repair of equipment, processing and storage related to agriculture or forestry uses.

7. Mineral Working

Where permitted as a Discretionary Use, the conditions relating to Mineral Working Zones shall apply.

8. Hazardous Industry

- (a) A hazardous industrial manufacturing use has been developed in a Rural Zone in the proximity of Lady Slipper Road. Due to the nature and material of the product and manufacturing process at the site, no use or activity what-so-ever shall be permitted within a one (1) kilometre radius of the building(s) of this site. Uses proposed beyond the buffer area may be subject to a Land Use Assessment Report.
- b) The following limitations apply to hazardous industrial uses that involve the bulk storage of flammable and hazardous liquids and substances:
 - (i) The total volume of storage on each lot shall not exceed 341,000 litres or 90,000 USWG.
 - (ii) The siting of such hazardous industrial uses shall take place in such a manner that the site conditions meet all municipal, provincial, and federal regulations with regard to site boundary distances and adequate separations from other industrial uses.

- (iii) Separation distances shall be appropriate to maintain public safety, fire safety and land slope separation for the protection of the amenity of surrounding uses.
- (iv) The use does not abut or is sufficiently far removed from a residential neighbourhood, public assembly use, community service use or a street where an alternative route is not available.
- (v) The use may only be located where an adequate municipal water supply is available or where an alternative adequate water volume and water pressure can be obtained according to all regulating agencies.
- (vi) The authority may also impose other conditions as deemed necessary from an environmental, occupational health and safety, fire and life safety and aesthetic point-of-view.

9. Cemetery

Where permitted as a Discretionary Use, cemeteries shall be restricted to animal cemeteries. Any new human cemeteries shall be restricted in this zone to land located directly adjacent to or near Mt. Patricia Cemetery.

10. Accessory Buildings

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

Appendix D

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 _____, 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 Vendor")

AND **SUCCESSFUL BIDDER**, a resident of the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Buyer")

WHEREAS the Vendor owns property located on Bayview Heights 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 Vendor desires to sell The Property and the Buyer wishes to purchase the property;

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

PROPERTY AND PURCHASE PRICE

1. The Vendor hereby agrees to sell and the Buyer agrees to purchase the Property located on Bayview Heights 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 **BID PRICE** (\$\$\$\$) plus taxes in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

DEPOSIT

2. The Buyer submits with this offer the sum of **10% of Bid Price** (\$\$\$\$) payable to the Vendor 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 July 14, 2023 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

4. The Vendor are to furnish the Buyer with a sketch of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyer is allowed 30 days to investigate the title to The Property, which the Buyer shall do at its own expense. If within that time any valid objection to title is made in writing, to the Vendor, which the Vendor are unable or unwilling to remove, and which the Buyer will not waive, this agreement shall be null and void and the deposit herein shall be returned to the Buyer, without interest and without liability by the Buyer for any expenses incurred or damages sustained by the Vendor.

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 Vendor, to be delivered on payment of the Purchase Price to the Buyer's 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 Buyer 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 Buyer does not retain a lawyer to represent the Buyer on this purchase the Buyer agrees that the cost of registration of the Deed will be added to the Purchase Price payable by the Buyer to the Vendor on closing and the Vendor will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Vendor 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 Vendor do not pay municipal taxes, The Buyer will pay municipal tax in the year of Closing based on the amount of municipal taxes that would have been levied against the property and business if The Buyer had owned the property on January 1st of the year of Closing. That sum would then be adjusted to the date of closing such that The Buyer would pay taxes prorated from the date of closing to the end of the year of Closing. The cost of municipal improvements, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed as of the date of this agreement, are to be paid by the Vendor 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.

SURVEY

7. The Vendor shall only supply the Buyer 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 Buyer.

EASEMENTS/RIGHT OF WAYS

8. 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

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

AS IS WHERE IS/BUYER ACCEPT LIABILITY

10. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon and the Buyer agree to indemnify and hold the Vendor 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 Vendor 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 Vendor(s) by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Vendor(s) by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.

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

SURVIVE CLOSING

11.

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

OVERDUE PAYMENTS

12. In the event that the Buyer does not pay any amounts owing to the Vendor under the provisions of this Agreement within thirty (30) days of the Vendor having provided notice to the Buyer that the amount is due and owing, including but not limited to any amounts due and owing under any indemnity and save harmless provisions of this agreement, the Vendor may commence legal action to collect the sums owing and the Buyer shall pay any and all costs and expenses the Vendor incur, including but not limited to the cost of the Vendor' 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 Vendor first provide notice to the Buyer in accordance with this provision.

BINDING

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

NON-WAIVER

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

CUMULATIVE RIGHTS

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

NO COLLATERAL AGREEMENTS

16. 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

17. All Payments under this Agreement to be made to the Vendor 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

18. 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

19. 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

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

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

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

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

Successful Bidders Address

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

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

23. 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.

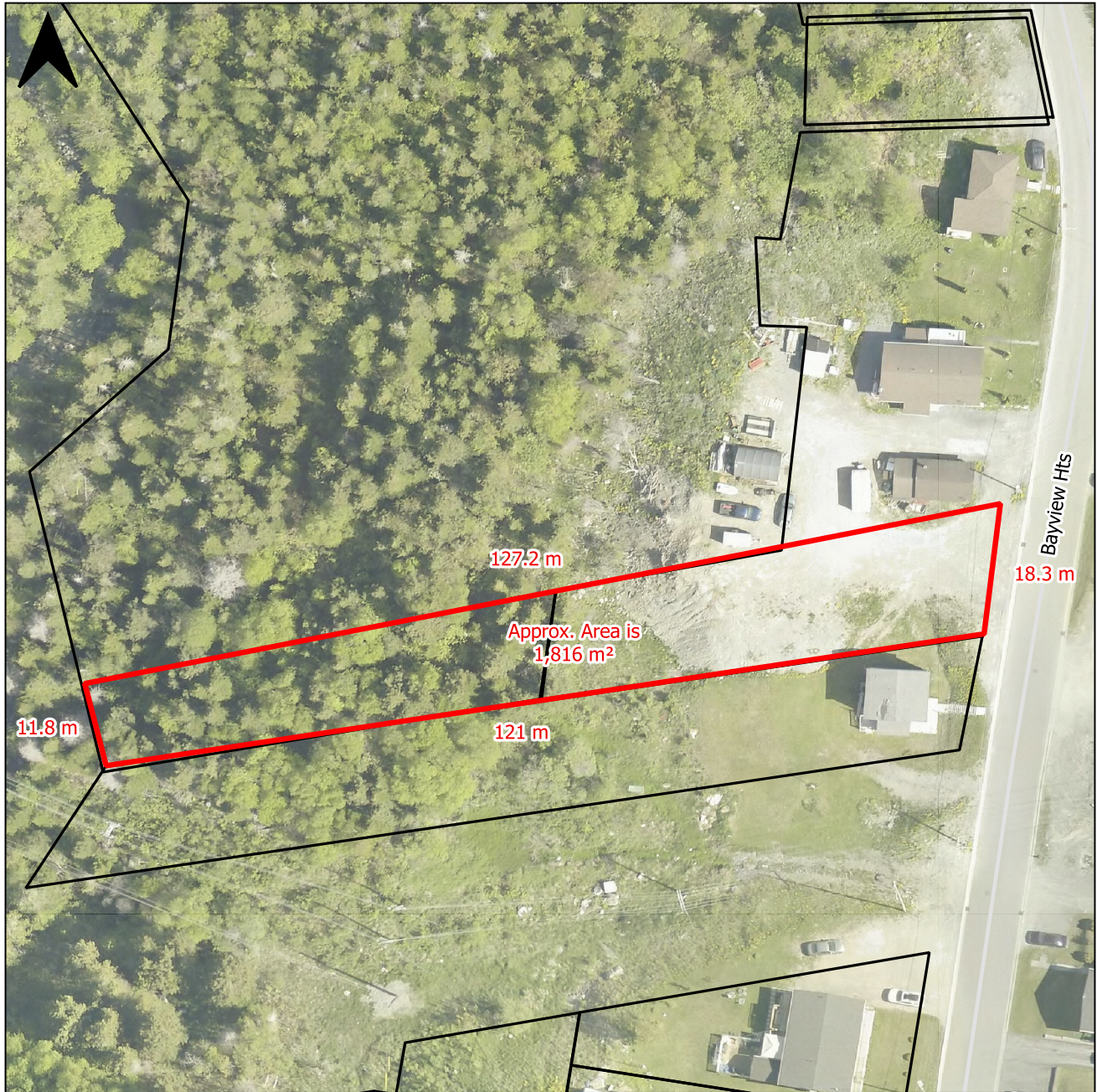
SIGNED, SEALED & DELIVERED
in the presence of:




IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Successful Bidder

Schedule "A"



LEGEND Location of Land Survey Master Oct 2022 		NOTES 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 Bayview Heights			
		DRAWN BY: BDUFFY	DATE: 03-07-2022	SCALE: 1:750	FIGURE: 1		
		APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RHD & R	REVISION: 0		

Project Path: E:\Users\bduffy\Desktop\QGIS\FreshMaster_Map.qgz



Request for Decision (RFD)

Subject: Crown Land Application - 4 Killick Place

To: Deon Rumbolt
Meeting: Regular Meeting - 21 Aug 2023
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Crown Land Application
Attachments: [Figure 1 - 4 Killick Place](#)
[Memo - Crown Land Application - 4 Killick Place](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received a Crown Land application pertaining to a grant of land under Section 36 of the Lands Act (provincial legislation). This deals with persons acquiring land which they have occupied for a twenty (20) year period in open, notorious, continuous and exclusive possession immediately prior to the 1st day of January 1977 and up to the present time (commonly known as Squatter's Rights). It has been brought to the owner's attention that the title of the property located at municipal number 4 Killick Place falls under the ownership of the Crown. In an effort to resolve the issue, the owner has applied to the Crown to acquire the land in question. This application was considered by internal staff and there are no concerns.

PROPOSED RESOLUTION:

It is RESOLVED to approve the application for the owner of municipal number 4 Killick Place to obtain Crown Land under Section 36 of the Lands Act.

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 for the owner of municipal number 4 Killick Place to obtain Crown Land under Section 36 of the Lands Act.
2. That Council not approve the application for the owner of municipal number 4 Killick Place to obtain Crown Land under Section 36 of the Lands Act.
3. That the Council of the City of Corner Brook provides other direction to staff.

Director of Community, Engineering, Development & Planning Approved - 16 Aug 2023
Administrative Assistant Approved - 17 Aug 2023

City Manager



 City of Corner Brook Community Services Department Planning Division	PROJECT: Crown Land Application	NOTES: THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.	LOCATION: 4 Killick Place	
	TITLE: 4 Killick Place		PREPARED BY: J. King	
5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com			DEPARTMENT: Development & Planning	
		DATE: 2023-08-16		
		PAGE: 1 OF 1	VERSION: 1	

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **Crown Land Application – 4 Killick Place**
Date: August 16, 2023

The City of Corner Brook has received an application pertaining to a grant of land under Section 36 of the Lands Act (provincial legislation). This deals with persons acquiring land which they have occupied for a twenty (20) year period in open, notorious, continuous and exclusive possession immediately prior to the 1st day of January 1977 and up to the present time (commonly known as Squatter's Rights).

It has been brought to the owner's attention that the title of the property situate located at municipal number 4 Killick Place falls under the ownership of the Crown. In an effort to resolve the issue, the owner has applied to the Crown to acquire the land in question. This application was considered by internal staff and there are no concerns.

After review of the application, it is recommended that the Council of the City of Corner Brook approve this application.

Should you require further information, please contact me at your convenience.

Signed: _____
James King, CET, CPT



Request for Decision (RFD)

Subject: Discretionary Use - Home Based Business Office - 24 Stan Dawe Terrace

To: Darren Charters
Meeting: Regular Meeting - 21 Aug 2023
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Home Based Business Office - 24 Stan Dawe Terrace
Attachments: [Figure 1 - 24 Stan Dawe Terrace](#)
[Application - 24 Stan Dawe Terrace.JPG](#)
[Memo - Home Based Business Office - 24 Stan Dawe Terrace](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based business office from the dwelling located at 24 Stan Dawe Terrace which is located in a Residential Medium Density Zone. A home based business office is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 24 Stan Dawe Terrace indicating the above mentioned request. As a result of this notice, no submissions were received. It is not proposed to have anybody visit the property.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business office from the dwelling located at 10 Tudor Street in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business office from the dwelling located at 24 Stan Dawe Terrace in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business office from the dwelling located at 24 Stan Dawe Terrace in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

Director of Community, Engineering, Development & Planning Approved - 17 Aug 2023
Administrative Assistant Approved - 17 Aug 2023

City Manager



City of Corner Brook
Community Services Department
Planning Division

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

PROJECT: Discretionary Use

TITLE: Home Based Business Office

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

NOTES:

LOCATION: 24 Stan Dawe Terrace

PREPARED BY: J. king

DEPARTMENT: Development & Planning

DATE: 2023-08-16







PAGE: 1 OF 1

VERSION: 1

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: July 19, 2023
ADDRESS: 	
CITY: 	PROVINCE: 
POSTAL CODE: 	TELEPHONE: 
PROPERTY LOCATION: 24 Stan Dawe Terr	
BUILDER:	
ADDRESS:	
CITY:	PROVINCE:
POSTAL CODE:	TELEPHONE:

BUILDING PERMIT APPLICATION (Please check appropriate box)		
<u>BUILDING TYPE</u>	<u>CONSTRUCTION TYPE</u>	PATIO / DECK <input type="checkbox"/>
ASSEMBLY <input type="checkbox"/>	ERECT (NEW) <input 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"/>

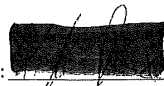

DEVELOPMENT APPLICATION (Please check appropriate box)		SITE DEVELOPMENT <input type="checkbox"/>
	<u>DEVELOPMENT TYPE</u>	HOME BASED BUSINESS <input checked="" type="checkbox"/>
	RESIDENTIAL DEMOLITION <input type="checkbox"/>	NEW BUSINESS <input type="checkbox"/>
	COMMERCIAL DEMOLITION <input type="checkbox"/>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

DESCRIPTION OF WORK: <u>Cleaning</u>

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

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

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

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

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

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **24 Stan Dawe Terrace – Home Based Business Office**
Date: August 16, 2023

The City of Corner Brook has received an application to operate a home based business office from the dwelling located at 24 Stan Dawe Terrace which is located in a Residential Medium Density Zone.

A home based business office is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 24 Stan Dawe Terrace indicating the above mentioned request. As a result of this notice, no submissions were received. There will not be any visitors to the property.

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

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

Should you require further information, please contact me at your convenience.

Signed: _____
James King, CET, CPT



Request for Decision (RFD)

Subject: Discretionary Use - 318 O'Connell Drive

To: Darren Charters

Meeting: Regular Meeting - 21 Aug 2023

Department: Development and Planning

Staff Contact: Charlotte Patterson, Development Inspector

Topic Overview: This applicant is requesting to have a Medical & Professional Office (Health Massage & Naturopathy) at 318 O'Connell Drive which is located in a Light Industrial Zone.

Attachments: [Map](#)
[Memo - Patterson to Rumbolt Redacted](#)
[Public Notice Redacted](#)

BACKGROUND INFORMATION:

This property is in the "Light Industrial" (LI) zone where a Medical & Professional Office is a "Discretionary Use" of the City of Corner Brook's Development Regulations. There was a public notice done on July 26th, 2023 in order for residents to voice any possible concerns regarding this development. This was also placed on the City of Corner Brook's 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 have a Medical & Professional Office at 318 O'Connell Drive in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations

City of Corner Brook Development Regulations

Section 11 - Discretionary Powers of Authority

Legal Review: No

RECOMMENDATION:

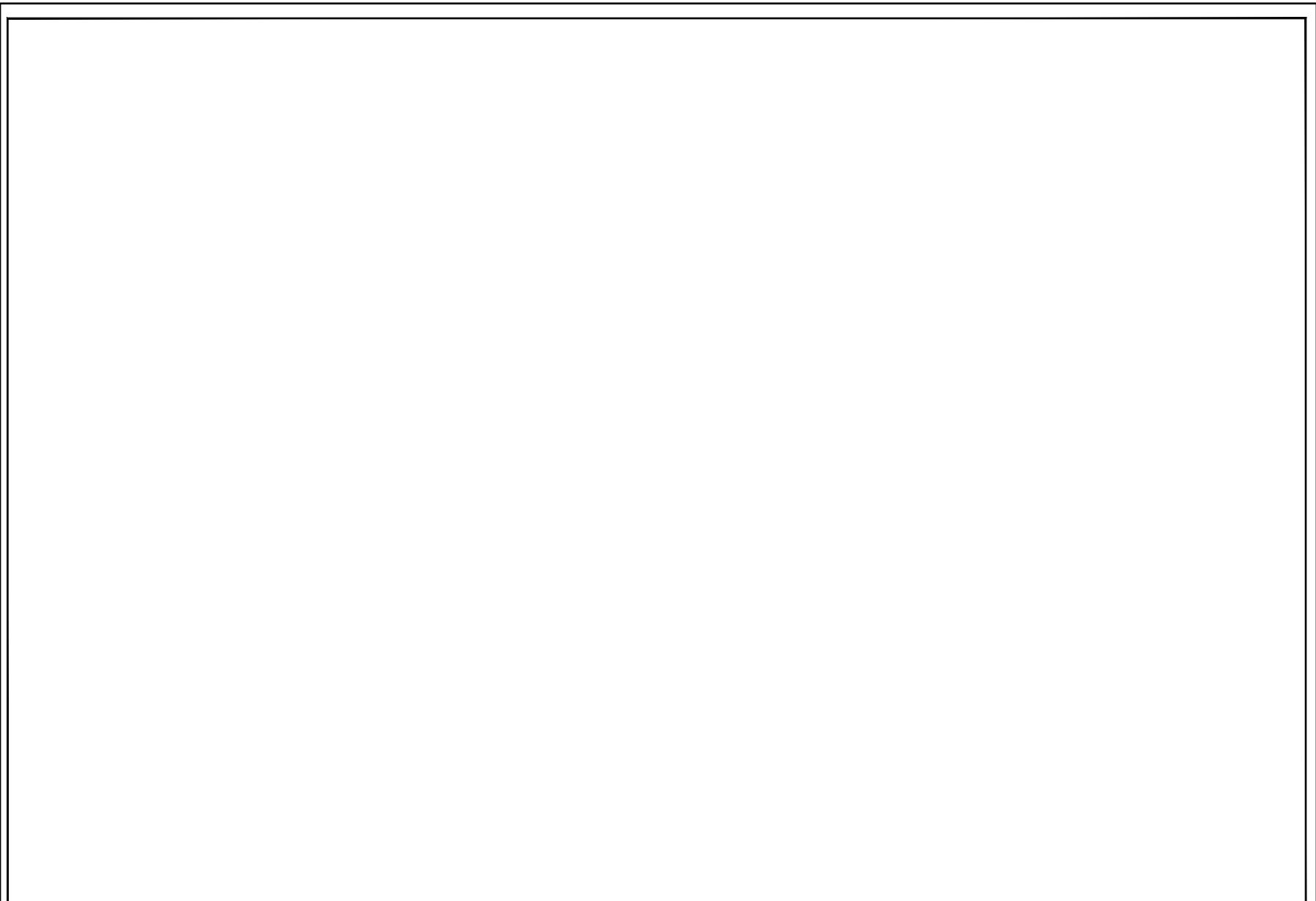
It is recommended that the Medical & Professional Office use at 318 O'Connell Drive be approved under Section 11 of the City of Corner Brook's Development Regulations.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application for the Medical & Professional Office use at 318 O'Connell Drive in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application for the Medical & Professional Office use at 318 O'Connell Drive in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

Director of Community, Engineering, Approved - 16 Aug 2023
Development & Planning
Administrative Assistant Approved - 17 Aug 2023

City Manager



City of Corner Brook
Community Services Department
Planning Division

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

PROJECT:

TITLE:

NOTES:

LOCATION:

PREPARED BY:

DEPARTMENT:

DATE:

PAGE: **OF**

VERSION:

Development & Planning

Memo

To: [REDACTED], Supervisor of Development and Inspection
 From: [REDACTED], Development Inspector III
 Date: August 14, 2023
 Re: **318 O'Connell Drive - Discretionary Use - Medical and Professional Office**

[REDACTED],

This is with reference to an application I received requesting approval to have a Health Massage & Naturopathy Office located at 318 O'Connell Drive, Comer Brook, NL.

This property is in the "Light Industrial" (LI) zone where a Medical & Professional Office is a "Discretionary Use" of the City of Comer Brook's Development Regulations. There was a public notice done on July 26th, 2023 in order for residents to voice any possible concerns regarding this development. This was also placed on the City of Comer 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 "Medical & Professional Office" at this location be approved under Section 11 of the City of Comer Brook's Development Regulations.

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

[REDACTED]

[REDACTED]
Development Inspector III

PUBLIC NOTICE

The City of Corner Brook has received an application to have a “Medical & Professional Office” located on the property located at 318 O’Connell Drive, Corner Brook, NL.

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

Should you wish to provide comment about the proposed development, please contact the Development & Planning Office at 637-1525 or 637-1554 or comments can be emailed to planning@cornerbrook.com or forwarded to: City of Corner Brook, P.O. Box 1080, Corner Brook, NL, A2H 6E1; Fax: 637-1514 prior to 4:30 p.m. August 2nd, 2023.


ACTING CITY CLERK



Request for Decision (RFD)

Subject: Discretionary Use - Home-based business - 15 Mattie Mitchel

To: Deon Rumbolt
Meeting: Regular Meeting - 21 Aug 2023
Department: Development and Planning
Staff Contact: Andrew Payne,
Topic Overview: Home-based business
Attachments: [15 Mattie Mitchel - Title block](#)
[Application - 15 Mattie Mitchell Ave](#)
[Memo to Deon - Home Based Business 15 Mattie Mitchel Ave](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home-based business (Hair Salon) from the dwelling located at 15 Mattie Mitchel Avenue which is located in a Mosaic Residential Zone.

A home-based business (personal services use) is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents within a 100-meter radius of 15 Mattie Mitchel Avenue indicating the above-mentioned request. As a result of this notice, the City did not receive any correspondence. It has been conveyed to the city that only one client will visit the premise at a time. Sufficient parking is available for the main dwelling and the home-based business.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business from the dwelling located at 15 Mattie Mitchel Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

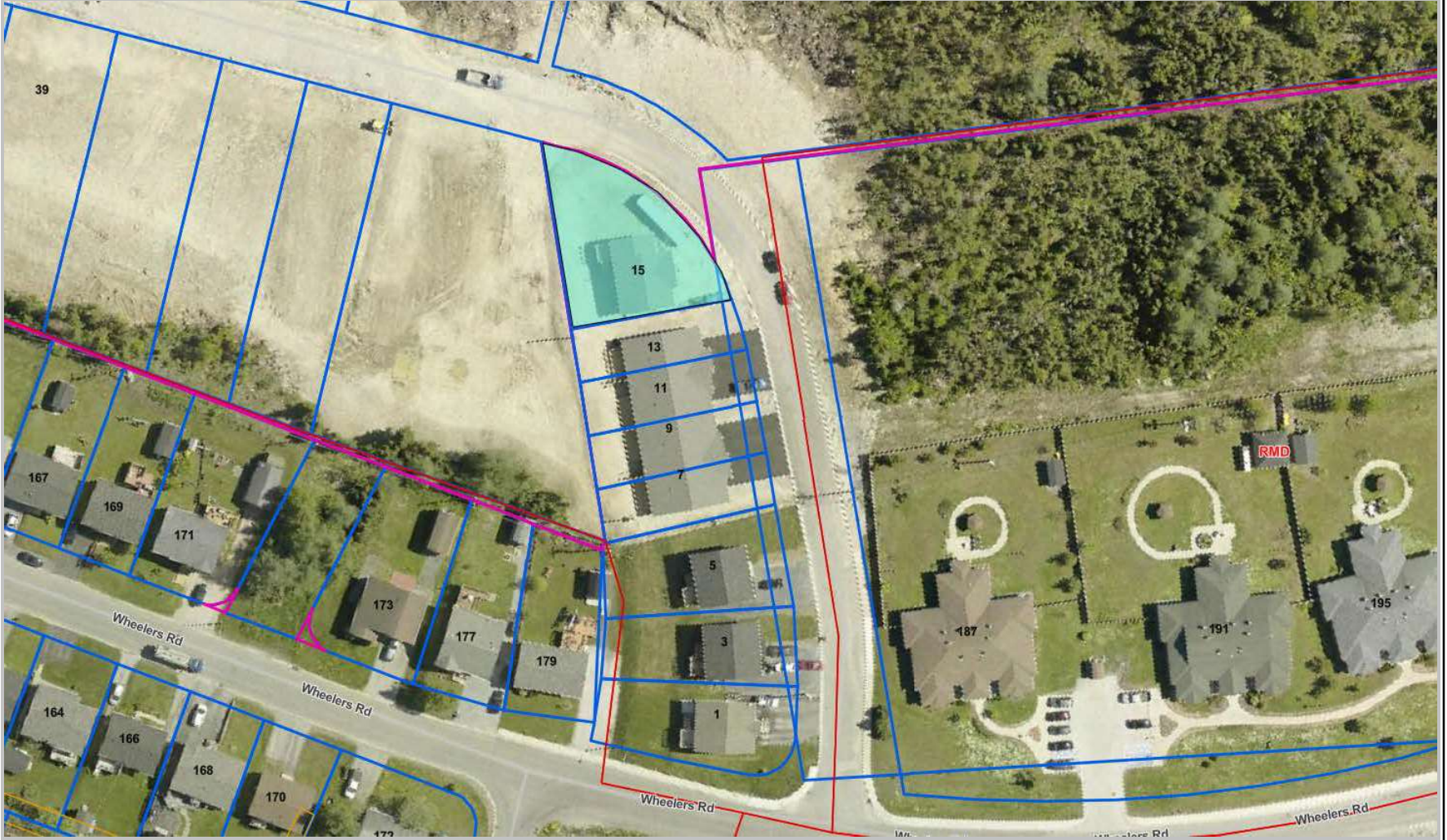
Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option 1

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business from the dwelling located at 15 Mattie Mitchel Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.



 <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: Discretionary Use</p>	<p>NOTES:</p> <p>Hair Salon</p>	<p>LOCATION: 15 Mattie Mitchel Avenue</p>	
	<p>TITLE: Home-based Business</p>		<p>PREPARED BY: A. Payne</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: 2023-08-15</p>	<p>PAGE: 1 OF 1</p>

From: ONLINE PERMIT SUBMISSION <noreply@cornerbrook.com>
Sent: August 2, 2023 10:51 PM
To: Barker, Shelley
Subject: Online Permit Submission

Date	08/02/2023
Owner Name	XXXXXX XXXXX
Phone Number	XXXXXXXXXXXX
Email	XXXXXXXXXXXXXXXXXX
Owner / Applicant Address	XXXXXXXXXXXXXXXXXX Corner brook, Newfoundland and Labrador XXXXXX Canada Map It
Property Address	15 Mattie Mitchell ave Corner brook, Newfoundland and Labrador A2h0g3 Canada Map It
Builder Address	Newfoundland and Labrador Canada Map It
Building Type (Please check appropriate box)	<ul style="list-style-type: none"> RESIDENTIAL
Development Type (Please check appropriate box)	<ul style="list-style-type: none"> HOME BASED BUSINESS
Description of Work	Hairstylist
Estimated Construction Value (MATERIALS & LABOUR)	\$ 0.00 CAD
DECLARATION	<input checked="" type="checkbox"/> 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.

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.

MEMO

To: Manager of Development & Planning
Fr: Development Inspector II
Subject: **15 Mattie Mitchel Avenue - Home Based Business (Hair Salon)**
Date: August 15, 2023

The City of Corner Brook has received an application to operate a home-based business (Hair Salon) from the dwelling located at 15 Mattie Mitchel Avenue which is located in a Mosaic Residential Zone.

A home-based business (personal services use) is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents within a 100-meter radius of 15 Mattie Mitchel Avenue indicating the above-mentioned request. As a result of this notice, the City did not receive any correspondence.

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

After review of the application and the results to the notice to occupants, it appears that there is no impediment for this development to commence.

Should you require further information, please contact me at your convenience.



Andrew Payne,
Development Inspector II



Request for Decision (RFD)

Subject: 101 Country Road, (Discretionary Use/ 6 Unit Apartment Building).

To: Darren Charters
Meeting: Regular Meeting - 21 Aug 2023
Department: Development and Planning
Staff Contact: Darryl Skinner, Development Skinner
Topic Overview: The City of Corner Brook has received an application requesting permission to construct a 6 Unit Apartment Building on the existing lot located 101 Country Road, Corner Brook, NL. The building is located in a Residential Medium Zone where the proposed use, (Apartment Building) is considered a “Discretionary Use” of the City of Corner Brook’s Development Regulations.
Attachments: [101 Country Road \(memo \)](#)
[Attachment #1](#)

BACKGROUND INFORMATION:

On July 14th, 2023 the application was placed on the City of Corner Brook’s website and a Notice Occupant memo was sent to the neighbors in the surrounding area. Also on July 25, 2023 it 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 not receive any response from the public on this application.

PROPOSED RESOLUTION:

Be it resolved that Council of the City of Corner Brook in its Authority approve the application for the proposed 6 unit Apartment building at 101 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 6 unit Apartment Building will have any negative impacts on the surrounding area. Therefore, it is recommended that Council approve the application for the proposed 6 unit Apartment Building at 101 Country Road, Corner Brook, NL.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the application for the proposed 6 unit Apartment Building at 101 Country Road as recommended.
2. That the Council of the City of Corner Brook not approve the application for the proposed 6 unit Apartment Building at 101 Country Road .

3. That the Council of the City of Corner Brook to give other direction to Staff.

Director of Community, Engineering, Development & Planning Approved - 16 Aug 2023

Administrative Assistant Approved - 17 Aug 2023

City Manager

Community Services Department

Memo

To: Deon Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: August 10, 2023

Re: Discretionary Use / 6 Unit Apartment Building at 101 Country Road

The City of Corner Brook has received an application requesting permission to construct a 6 Unit Apartment Building on the existing lot located 101 Country Road, Corner Brook, NL. The building is located in a Residential Medium Zone where the proposed use, (Apartment Building) is considered a "Discretionary Use" of the City of Corner Brook's Development Regulations.

On July 14th, 2023 the application was placed on the City of Corner Brook's website and a Notice Occupant memo was sent to the neighbors in the surrounding area. Also on July 25, 2023 it 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 not receive any response from the public on this application.

After reviewing the proposed application and location, staff does not feel that a 6 Unit Apartment Building will have any negative impacts on the surrounding area. Therefore, it is recommended that Council approve the application for the proposed 6 Unit Apartment Building at 101 Country Road, Corner Brook, NL.

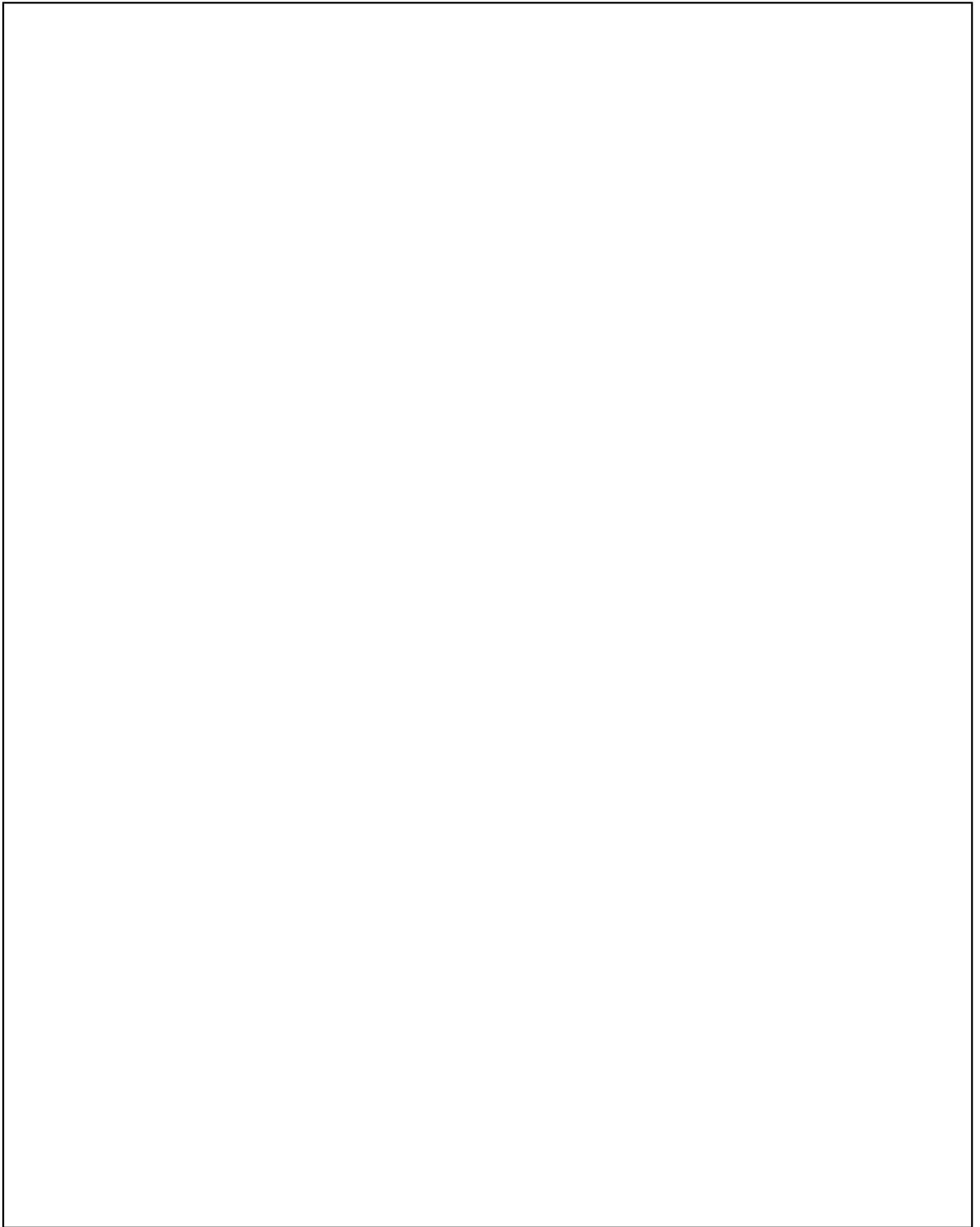
Sincerely,

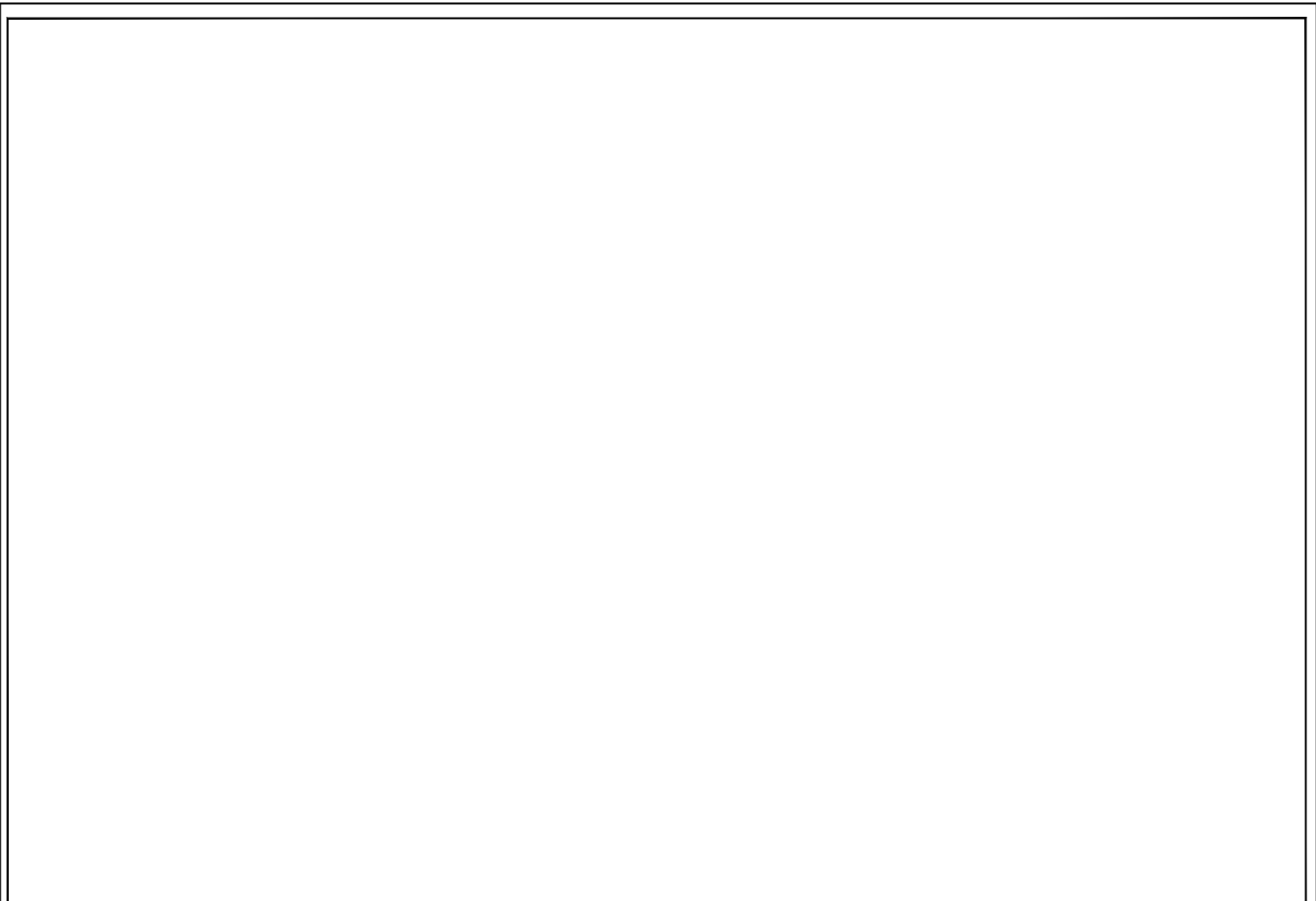


Darryl Skinner
Development Inspector III

Attachments:

1. Picture of Lot Location
2. RFD





 City of Corner Brook Community Services Department Planning Division	PROJECT:	NOTES:	LOCATION:	
	TITLE:		PREPARED BY:	
5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com			DEPARTMENT:	
			DATE:	
			PAGE:	OF



Request for Decision (RFD)

Subject: Consultant Fee Proposal - Retaining Wall - Curling Street

To: Darren Charters

Meeting: Regular Meeting - 21 Aug 2023

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [Anderson Consultant Fee Proposal - Retaining Wall - Curling St. Redacted1](#)

BACKGROUND INFORMATION:

This RFD is intended to address the selection of a Prime Consultant related to the Retaining Wall on Curling Street. This project is funded under the Investing in Canada Infrastructure Program and consists of the removal and replacement of the existing deteriorated wooden retaining wall with a new wire retaining wall system.

The City of Corner Brook requested proposals to select a Prime Consultant for the project.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook accept the proposal submitted by Anderson Engineering Consultants Ltd. for the Retaining Wall - Curling Street in the amount of \$113,583.20 HST Inc. The Corner Brook City Council authorizes the City Manager to sign the PCA Agreement with the Consultant; Anderson Engineering Consultants Ltd. on behalf of the City of Corner Brook.

FINANCIAL IMPACT:

Estimated Prime Consultant \$175,604.14 HST Inc.

Estimated Construction \$1,272,493.75 (HST Inc.)

Total Budget \$1,500,000 (HST Inc.)

Budget Code: 17-RNC-24-00002

Finance Type: Funding

Director of Community, Engineering, Development & Planning Approved - 15 Aug 2023

Administrative Assistant Approved - 15 Aug 2023

City Manager

**CONSULTANT FEE PROPOSAL FOR PRIME CONSULTANT SERVICES
RETAINING WALL – CURLING STREET**

CITY OF CORNER BROOK

PREPARED FOR: **City of Corner Brook**
P.O. Box 1080
Corner Brook, NL
A2H 6E1

PREPARED BY: **Anderson Engineering Consultants Ltd.**
Suite 103, 3 Union Street
Corner Brook, NL
A2H 5M7

PRIMARY CONTACT: **Walter Anderson, P.Eng.**
Phone: (709) 634-9944, ext. 202

email: andersoneng.wa@nfld.net

DATE: **July 2023**



CONSULTANT FEE PROPOSAL

Project Name	Retaining Wall – Curling Street
Project Representative	
Firm	Anderson Engineering Consultants Ltd.
Date Submitted	July 11, 2023

Consultant Fee Proposal

	Fee
<u>Project Scope of Work</u>	
Preliminary Engineering	\$3,920.00
Design and Contract Documents	\$17,106.00
Tendering and Contracts Award	\$2,270.00
Contract Administration	\$8,760.00
Project Completion Phase and Record Drawings	\$2,452.00
<u>Other Additional Services (at cost) - List Additional Required Services as required:</u>	
<i>Service: Resident Inspection During Construction</i>	\$39,200.00
<i>Service: Project Expenses for Professional Services</i>	\$2,560.00
Total Basic and Other Services Fees (excluding HST)	\$41,760.00
Additional Reimbursable Allowances per PCA	
Material Testing, Compaction	\$5,000
Geotechnical Investigation	\$7,500
Topographic Survey	\$7,500
Environmental Permit	\$2,500
Sub – Total (excluding HST)	\$98,768.00
HST	\$14,815.20
Total Service Fee (Including HST)	\$113,583.20

CONSULTANT FEE PROPOSAL

Project Name	Retaining Wall – Curling Street
Project Representative	
Firm	Anderson Engineering Consultants Ltd.
Date Submitted	July 11, 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 Department of Transportation and Infrastructure – Municipal Infrastructure		
Professional	Rate	Assigned Team member
Senior Engineer	\$165.00	
Intermediate Engineer		
Junior Engineer		
Senior Architect		
Architect		
Architect Intern		
Senior Technologist		
Intermediate Technologist		
Junior Technologist		
Senior Technician	\$80.00	
Intermediate Technician	\$49.00	
Junior Technician		
Administrator	\$45.00	
Other:		

Schedule
<input checked="" type="checkbox"/> We have resources available to complete the design within the prescribed schedule. <input type="checkbox"/> We propose the following schedule:
Addendum
<input checked="" type="checkbox"/> We acknowledge receipt of 2 addendums issued for this project.

CONSULTANT FEE PROPOSAL

Project Name	Retaining Wall – Curling Street
Project Representative	
Firm	Anderson Engineering Consultants Ltd.
Date Submitted	July 11, 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:	Walter Anderson, P.Eng., President
Consultant Contact Phone:	(709) 634-9944
Consultant Contact Email:	andersoneng.wa@nfld.net
Consultant Street Address:	Suite 103, 3 Union Street
City, Province/State:	Corner Brook, NL
Postal Code:	A2H 5M7
Phone Number:	(709) 634-9944

Consultant Representative

Walter Anderson, P.Eng. _____

Name



Signature

President _____

Title

The following items outline our firm's costs to complete each task identified in the Consultant Fee Proposal.

Preliminary Engineering

Team Member	Hours	Hourly Rate	Total
Design Engineer/Senior Engineer	12	\$165	\$1,980.00
Project Manager/Senior Technician	12	\$80	\$ 960.00
Intermediate Technician/Inspector	20	\$49	\$ 980.00
Subtotal			\$3,920.00

Design and Contract Documents

Team Member	Hours	Hourly Rate	Total
Design Engineer/Senior Engineer	42	\$165	\$6,930.00
Project Manager/Senior Technician	90	\$80	\$7,200.00
Intermediate Technician/Inspector	24	\$49	\$1,176.00
Office Administrator	40	\$45	\$1,800.00
Subtotal			\$17,106.00

Tendering and Contract Award

Team Member	Hours	Hourly Rate	Total
Design Engineer/Senior Engineer	4	\$165	\$ 660.00
Project Manager/Senior Technician	10	\$80	\$ 800.00
Intermediate Technician/Inspector	0	\$80	\$ 0.00
Office Administrator	18	\$45	\$ 810.00
Subtotal			\$2,270.00

Contract Administration

Team Member	Hours	Hourly Rate	Total
Design Engineer/Senior Engineer	10	\$165	\$1,650.00
Project Manager/Senior Technician	72	\$80	\$5,760.00
Intermediate Technician/Inspector	0	\$49	\$ 0.00
Office Administrator	30	\$45	\$1,350.00
Subtotal			\$8,760.00

Project Completion Phase and Project Record Documents

Team Member	Hours	Hourly Rate	Total
Design Engineer/Senior Engineer	6	\$165	\$ 990.00
Project Manager/Senior Technician	10	\$80	\$ 800.00
Intermediate Technician/Inspector	8	\$49	\$ 392.00
Office Administrator	6	\$45	\$ 270.00
Subtotal			\$2,452.00

Resident Services During Construction

Team Member	Hours	Hourly Rate	Total
Intermediate Technician/Inspector	800	\$49	\$39,200.00
Subtotal			\$39,200.00

Project Expenses for Professional Services

Team Member	Days	Daily Rate	Total
Vehicle Allowance	80	\$32	\$2,560.00
Subtotal			\$2,560.00



Request for Decision (RFD)

Subject: Transit Accessibility Plan and Implementation

To: Darren Charters

Meeting: Regular Meeting - 21 Aug 2023

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [Approval Letter 17-PT-24-00002 New Accessible Transit Buses and Payment System Redacted](#)

BACKGROUND INFORMATION:

The Department of Transportation and Infrastructure approved funding for a Transit Accessibility Plan and Implementation under the Investing in Canada Infrastructure Program. **It should be noted that the title of the project is incorrect (from an old application) on the funding letter however, the scope and intent of the project are correct.**

From "City of Corner Brook Transit Study and System Design" (Dillon Consulting 2021)

Improved accessibility on Corner Brook Transit benefits all other passengers that use the system. To continue progress towards a more accessible system, it is recommended that Corner Brook develop an Accessibility Plan that will outline actions to remove barriers and improve accessibility. The plan should include a definition of "accessible" and conduct an inventory of stops with an accessibility lens. The AP should also identify actions and priorities to improve the accessibility of vehicles, stops, shelters, facilities, communication, and driver /customer service training.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook accept funding as outlined in the Department of Transportation and Infrastructure project approval, to complete the project under the Investing in Canada Infrastructure Program. The Corner Brook City Council authorizes the Mayor and City Manager to sign the Municipal Infrastructure Fund Agreement with the Department of Transportation and Infrastructure on behalf of the City of Corner Brook.

FINANCIAL IMPACT:

Total Project Cost \$600,000.00

16.67% Recipient Contribution

50% Federal Contribution

33.33% Provincial Contribution

Budget Code: 17-PT-24-00002

Finance Type: Funding

Director of Community, Engineering, Development & Planning Approved - 15 Aug 2023

Administrative Assistant Approved - 15 Aug 2023

City Manager



Government of Newfoundland and Labrador
Department of Transportation and Infrastructure
 Office of the Minister

MAY 26 2023

COR/2023/04071

NOTIFICATION OF PROJECT APPROVAL
Investing in Canada Infrastructure Program

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

Re: 17-PT-24-00002 - New Accessible Transit Buses and Payment System

Dear Mayor Parsons:

I am pleased to advise you funding in support of your application AP-MCW-23020 - New Accessible Transit Buses and Payment System has been approved as outlined below. This funding is approved on the condition that the Ultimate Recipient is willing and able to meet its share of the costs.

Funding for this project will be announced in due course and in close collaboration with the Federal and Provincial Governments. We ask that no media release or social media announcements be made until advised by the Department.

Total Project Cost	GST/HST Rebate	Total Eligible Costs	Federal Contribution	Provincial Contribution	Recipient Contribution
			50%	33.33%	16.67%
\$ 600,000	\$ 55,899	\$ 544,101	\$ 272,050	\$ 181,349	\$ 90,702

Please note that no additional funds will be approved for this project. Any costs over the amount indicated in this letter will be 100% responsibility of the Ultimate Recipient.

The Ultimate Recipient should note that if a project scope is completed at a total cost lower than that approved, the remaining federal and provincial funds shall not be used for additional work.

This funding has been approved subject to a number of conditions as outlined in the attached Funding Agreement, and Municipal Infrastructure Project Guidelines, which apply to the Ultimate Recipient and any agents they have engaged on the project.

P.O. Box 8700, St. John's, NL, Canada A1B 4J6 ☎ 709 729 3679 📠 709 729 4285 www.gov.nl.ca/ti/



Your Next Steps:

Please submit the following to mifunding@gov.nl.ca within 45 days of the date of this letter, with the project number referenced in the subject line:

1. A resolution (e.g. Minute of Council) passing a motion to enter into this Agreement A sample resolution is attached.
2. Signed Municipal Infrastructure Agreement(s) (attached). A copy will be returned for your records once signed by the department.
3. Funding agreement checklist. (attached)

To get this project started, please contact your Regional Engineer, Western Regional Engineer, Chris Power, P. Eng., at 709-637-2491, to schedule a project initiation meeting prior to the commencement of any work related to the project, this meeting will review all the project requirements and ensure adherence to the agreement and guidelines.

Again, I'm pleased and excited to be able to help you progress this important infrastructure project.

Sincerely,

ELVIS LOVELESS, MHA
Minister of Transportation and Infrastructure
District of Fortune Bay – Cape La Hune

“At work at play, let safety lead the way.”

/jl

Enc.

cc: Hon. Gudie Hutchings, MP
Hon. Gerry Byrne, MHA
Mr. Scott Reid, MHA
Mr. Eddie Joyce, MHA
Mr. H. Khan, Director Water Resources, ECC
Ms. H. Scott-Walsh, Regional Manager, MAPA
Mr. C. Power, P. Eng., Regional Engineer
Ms. C. Johnson, Manager, Fed/Prov Programs
Mr. J. O'Leary, Admin Officer II
Ms. M. Madden, Accountant I

P.O. Box 8700, St. John's, NL, Canada A1B 4J6 ☎ 709-729 3678 📠 709-729-4285 www.gov.nl.ca/ti/

2

COR/2023/04071-001

Municipal Infrastructure Funding Agreement**Investing in Canada Infrastructure Program**

This Agreement made this _____ day of _____, 20____

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Transportation and Infrastructure (“Newfoundland and Labrador”)

OF THE FIRST PART,

AND

CITY OF CORNER BROOK
 (“Ultimate Recipient”)

OF THE SECOND PART

Individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS Newfoundland and Labrador and the Ultimate Recipient have agreed to enter into a Municipal Infrastructure Funding Agreement for the financing of **New Accessible Transit Buses and Payment System** Project No. **17-PT-24-00002**, under the Public Transit of the Investing in Canada Infrastructure Program, hereinafter referred to as the “Project”, and have agreed to total Project costs not in excess of **\$600,000**, including HST/GST.

AND WHEREAS the Minister of Transportation and Infrastructure has been authorized to negotiate an Agreement on behalf of the Province of Newfoundland and Labrador;

AND WHEREAS the designated signing officials of the Ultimate Recipient have been authorized by an appropriate resolution of the Ultimate Recipient dated the _____ day of _____ A.D., 20____ to enter into this Agreement on behalf of the Ultimate Recipient;

THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, and the sum of One Dollar (\$1.00) now paid by each party hereto, one to the other, (the receipt and sufficiency of which are hereby acknowledged by the Parties hereto), Newfoundland and Labrador and the Ultimate Recipient hereby agree as follows:

Municipal Infrastructure Funding Agreement - 17-PT-24-00002

Page 1 of 30

1 OBLIGATIONS OF NEWFOUNDLAND AND LABRADOR:

1. To providing funding to the Ultimate Recipient, on a cost shared basis, as detailed in Schedule 1 of this agreement.
2. To make payment to the Ultimate Recipient, as costs are incurred, and upon receipt of the required documentation as outlined in the project guidelines.

2 OBLIGATIONS OF THE ULTIMATE RECIPIENT

3. To fund the Ultimate Recipient's share of the eligible Project Costs as detailed in Schedule 1 of this agreement.
4. To fund the HST/GST rebate share of the Project Costs as detailed in Schedule 1 of this agreement.
5. The UR may fund both of these contributions utilizing:
 - a) own sources or;
 - b) Arrange financing through a registered financial institution, with an approval to borrow from the Government of Newfoundland and Labrador.
6. To fund all costs associated with financing either the Ultimate Recipient Share, or the HST/GST share.
7. To ensure that all costs in excess of the authorized funding will be one hundred per centum (100%) responsibility of the Ultimate Recipient for funding and payment.
8. To inform Newfoundland and Labrador immediately of any fact or event, of which the Ultimate Recipient is aware, that will compromise wholly, or in part, The Project.
9. To maintain complete and accurate procurement records, per the Ultimate Recipient's responsibilities under the Public Procurement Act.

3 PROJECT SCOPE

1. The project scope has been approved as described in Schedule 2 of this agreement.

4 PROJECT TIMELINES

1. The Ultimate Recipient is responsible to have all contracts associated with the project signed and completed and final invoices submitted to Newfoundland and Labrador, in accordance with Schedule 3 of this agreement.

5 PROJECT CANCELLATION

5.1 BY THE ULTIMATE RECIPIENT

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient will be responsible for any costs associated with a withdrawn or cancelled Project, and will repay to Newfoundland and Labrador, any and all disallowed costs and overpayments made under and according to the terms and conditions of this Agreement, including the full provincial and federal shares disbursed to the Ultimate Recipient.

5.2 BY NEWFOUNDLAND AND LABRADOR

1. Newfoundland and Labrador will promptly inform the Ultimate Recipient of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient may not be responsible for any costs associated with a cancelled Project, unless the cause of cancellation is due to material breach by the Ultimate Recipient.

6 PROJECT AMENDMENTS

1. Subject to the prior written approval of Newfoundland and Labrador, The Project may be amended provided the amendment does not exceed the approved funding set forth in this Agreement.

6.1 PROJECT SCOPE AMENDMENT

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to request a change in the approved scope.
2. The Ultimate Recipient will provide, at Newfoundland and Labrador's request and to Newfoundland and Labrador's satisfaction, additional information related to changes to a Project. The Ultimate recipient shall use the "Project scope change request form" that will be supplied at the time of notification. As the required information may change from time to time, the Ultimate Recipient shall request a new form each time.
3. Newfoundland and Labrador will duly consider and submit Project scope change request to the Federal Government as deemed necessary.
4. Newfoundland and Labrador will promptly inform the Ultimate Recipient of any changes approved.

6.2 PROJECT TIMELINE AMENDMENTS

1. The Ultimate Recipient may request a change to the project time line, Newfoundland and Labrador will promptly inform the Ultimate Recipient of the decision regarding the request.

7 FINANCIAL

1. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
1. Newfoundland and Labrador will not:
 - a) pay interest charges related to the Ultimate Recipient failing to make a payment to entities providing service or materials to the Ultimate Recipient;
 - b) pay capital costs for a Project until the requirements under section 10 (Environmental Assessment) and section 11 (Aboriginal Consultation), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
2. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
3. The Ultimate Recipient shall submit monthly application for payment through the Municipal Support Information System (MSIS) with all required supporting information. Newfoundland and Labrador will process payment request and remit funds in a timely manner.

7.1 PROJECT SURPLUS FUNDS

1. Requests for addition of work to utilize unused funding will not be considered.
2. Surplus fund cannot be transferred to other approved Projects.
3. Funds will be considered surplus only after the original Project scope has been completed.

8 AWARDING OF CONTRACTS

1. The Ultimate Recipient shall award all contracts in accordance with the *Municipalities Act*, 1999, or any successor legislation, and the *Public Procurement Act*, or any successor legislation.

9 REQUIREMENTS FOR PROJECTS

1. In addition to the requirements for eligible Projects as set out in Schedule A (Program Details) and Schedule B (Communications Protocol), eligible Projects must also meet the following requirements:
 - a) A Project must meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
 - b) Building Projects must meet or exceed the requirements of the National Energy Code of Canada, latest edition.
 - c) A Project must meet or exceed the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.
 - d) The project shall be executed in accordance with the Municipal Infrastructure Project Guidelines, edition in effect at time of signing of this Agreement.
 - e) The project shall follow all policy and guidelines issued by Transportation and Infrastructure that are applicable to the project.

10 ENVIRONMENTAL ASSESSMENT

1. No site preparation, vegetation removal or construction will occur for a Project and Newfoundland and Labrador has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Newfoundland and Labrador, until Newfoundland and Labrador is satisfied that the federal requirements under the Canadian Environmental Assessment Act, 2012(CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

11 ABORIGINAL CONSULTATION

1. No site preparation, vegetation removal or construction will occur for a Project and Newfoundland and Labrador has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Newfoundland and Labrador, until Newfoundland and Labrador is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met. If required, Newfoundland and Labrador must be satisfied that for each Project:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by the Ultimate Recipient and these costs may be considered Eligible Expenditures; and
- d) Any other information has been provided that Canada may deem appropriate.

12 AUDIT

1. The Ultimate Recipient will ensure that proper and accurate financial accounts and records are kept, including but not limited to its contracts, invoices, statements, receipts, and vouchers in respect of all Projects for at least six (6) years after The Project is complete Date.
2. Newfoundland and Labrador reserves the right to Audit at any time during The Project and the six (6) years following.

13 ACCESS

1. The Ultimate Recipient will provide reasonable and timely access to Project sites, facilities, and any records, documentation or information for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement to representatives of Newfoundland and Labrador or the Government of Canada

14 DISPUTE RESOLUTION

1. The Parties will keep each other informed of any issue that could be contentious.
2. If a contentious issue arises, Newfoundland and Labrador will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where Newfoundland and Labrador cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
3. Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.

4. Any payments related to any contentious issue raised by either Party may be suspended by Newfoundland and Labrador, together with the obligations related to such issue, pending resolution.
5. The Parties agree that nothing in this section will affect, alter or modify the rights of Newfoundland and Labrador to terminate this Agreement.

15 DEFAULT

15.1 EVENTS OF DEFAULT

1. If the Ultimate Recipient has not complied with one or more of the terms and conditions of this Agreement, that action constitutes the “Event of Default” under this Agreement

15.2 DECLARATION OF DEFAULT

1. Newfoundland and Labrador may declare default if:
 - a) The Event of Default occurs;
 - i) Newfoundland and Labrador gives notice to the Ultimate Recipient of the event, which in Newfoundland and Labrador’s opinion constitutes an Event of Default; AND
 - ii) The Ultimate Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of Newfoundland and Labrador that it has taken such steps as are necessary to remedy the Event of Default.

15.3 REMEDIES ON DEFAULT

1. In the event that Newfoundland and Labrador declares default under section 15.2 (Declaration of Default), Newfoundland and Labrador may exercise one or more of the following remedies, without limiting any remedy available to it by law:
 - a) Suspend or terminate any obligation by Newfoundland and Labrador to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
 - b) Suspend or terminate the approval of Projects;

- c) Require the Ultimate Recipient to reimburse Newfoundland and Labrador all or part of the contribution paid by Newfoundland and Labrador to the Ultimate Recipient; or
- d) Terminate this Agreement.

16 LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 LIMITATION OF LIABILITY

1. In no event will Newfoundland and Labrador, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
 - a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
 - b) any damage to or loss or destruction of property of any Person; or
 - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or each of The Projects.

16.2 INDEMNIFICATION

1. The Ultimate Recipient will at all times indemnify and save harmless Canada, Newfoundland and Labrador, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:
 - a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
 - b) any damage to or loss or destruction of property of any Person; or
 - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Newfoundland and Labrador in the performance of his or her duties.

17 ASSETS

17.1 DISPOSAL OF ASSETS

1. Unless otherwise agreed to by the Parties, Newfoundland and Labrador will require that the Ultimate Recipient will maintain ongoing operations and will agree to retain title to and ownership of any Assets purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, for the first five (5) years after substantial completion of The Project.
2. If at any time within the first five (5) years after substantial performance of The Project, an Ultimate Recipient disposes of, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, the Ultimate Recipient may be required to reimburse Newfoundland and Labrador, any funding received for The Project.
3. Exemptions are:
 - a) When the asset is transferred to Canada, Newfoundland and Labrador, a municipal or regional government; OR
 - b) With Newfoundland and Labrador's consent.

17.2 REVENUE FROM ASSETS

1. The Parties acknowledge that Newfoundland and Labrador's contribution to a Project is meant to accrue to the public benefit. The Ultimate Recipient will notify Newfoundland and Labrador in writing within ninety (90) business days of the end of a Fiscal Year if any Asset owned by a for-profit Ultimate Recipient is used in such a way that in the Fiscal Year revenues are generated from it exceed its operating expenses. Newfoundland and Labrador may require the Ultimate Recipient to immediately pay to Newfoundland and Labrador a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the first five (5) years after substantial completion of The Project.

18 AMENDMENTS TO AGREEMENT

1. This Agreement may be amended from time to time on written agreement of the Parties.

19 CONFLICT OF INTEREST

1. No current or former public servant or public office holder to whom any post-

employment, ethics and conflict of interest legislation, guidelines, codes or policies of Newfoundland and Labrador applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Ultimate Recipient will promptly inform Newfoundland and Labrador should it become aware of the existence of any such situation.

20 NO AUTHORITY TO REPRESENT

1. Nothing in this Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of Newfoundland and Labrador or to act as an agent for Newfoundland and Labrador. The Ultimate Recipient will take the necessary action to ensure that any Contract between The Ultimate Recipient and any Third Party contains a provision to that effect.

21 LOBBYIST

1. The Ultimate Recipient has not made and will not make a payment or other compensation to any individual required to be registered under the federal Lobbying Act that is, in whole or in part, contingent on the outcome of arranging a meeting between a public office holder and any other person, or communicating with a public office holder in the awarding of any contribution funding or other financial benefit under this Agreement or negotiating, in whole or in part, any of the terms and conditions of this Agreement by or on behalf of His Majesty the Queen in Right of Newfoundland and Labrador.

22 SEVERABILITY

1. If for any reason a provision of this Agreement, that is not a fundamental term of this Agreement, between the Parties is found to be, or becomes invalid, or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions of this Agreement will continue to be valid and enforceable.

23 ASSIGNMENT

1. The Ultimate Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Newfoundland and Labrador. Any attempt by the Ultimate Recipient to assign any of the rights, duties or obligations of this Agreement without Newfoundland and Labrador's express written consent is void.

24 WAIVER

1. A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

25 NOTICE

1. Any notice provided for under this Agreement may be delivered in person, sent by email, facsimile or mail, addressed to:

Director – Municipal Infrastructure
Municipal Infrastructure
Department of Transportation and Infrastructure
PO Box 8700 St. John's, NL, A1B 4J6

or such other address, email or facsimile number, or addressed to such other person as Newfoundland and Labrador may, from time to time, designate.

26 COMPLIANCE WITH LAWS

1. The Ultimate Recipient will comply with and require that each Project complies with all statutes, regulations, and other applicable laws governing Newfoundland and Labrador, the Ultimate Recipient and all Projects under this Agreement, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter.

27 SUCCESSORS AND ASSIGNS

1. This Agreement is binding upon the Parties and their respective successors and assigns.

28 PROJECT ANNOUNCEMENTS

1. The Ultimate Recipient will consent to a public announcement of The Project by Newfoundland and Labrador and Canada. After official announcement of The Project by Newfoundland and Labrador and Canada, The Project will be considered to be in the public domain.
2. The Ultimate Recipient will not publically announce The Project until after, or with, the announcement by Newfoundland and Labrador, and Canada.
3. Public announcements of The Project must comply with Schedule B – Communications Protocol.

29 AGREEMENT SIGNATURES

1. This Agreement is executed once both Parties have signed the agreement. The original document will be deemed to be the electronic, secured PDF version, containing both signatures.

30 GENERAL

1. Time shall be of the essence with respect to all matters in this Agreement.
2. This Agreement together with the letter of approval, and the Infrastructure Project Guidelines attached hereto, constitutes the entire Agreement between the Parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto.

This Agreement has been executed on behalf of Newfoundland and Labrador by the Minister responsible for the Department of Transportation and Infrastructure, and by two designated signing officials of the Ultimate Recipient, the day and year first before written.

SIGNED by the
Minister of Transportation and Infrastructure
in the presence of:

Witness Name (printed) Signature Date

Minister of Transportation and Infrastructure (printed) Signature Date

SIGNED AND SEALED by the
Designated signing officials of
City of Corner Brook
in the presence of:

Witness #1 Name (printed) Signature Date

Signing Official #1 Name and Title (printed) Signature Date

Witness #2 Name (printed) Signature Date

Signing Official #2 Name and Title (printed) Signature Date

Schedule 1
Funding Cost Shares

Total Project Cost	GST/HST Rebate	Total Eligible Costs	Federal Contribution	Provincial Contribution	Recipient Contribution
			50%	33.33%	16.67%
\$ 600,000	\$ 55,899	\$ 544,101	\$ 272,050	\$ 181,349	\$ 90,702

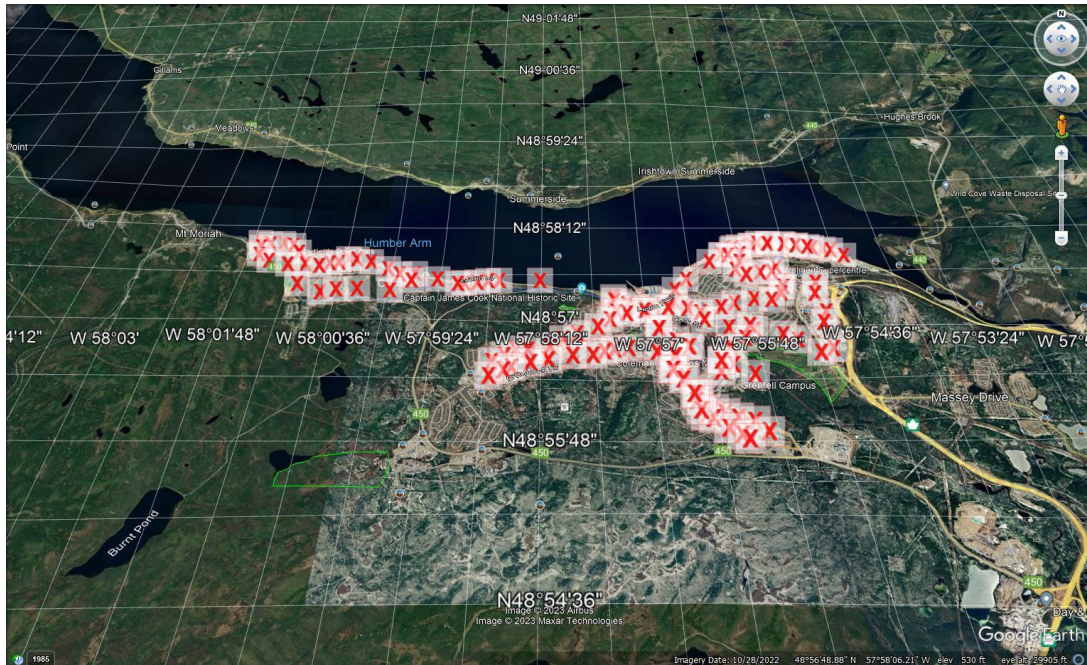
Schedule 2

Approved Project Scope

The approved scope of the project shall be:

"From "City of Corner Brook Transit Study and System Design" (Dillon Consulting 2021) Improved accessibility on Corner Brook Transit benefits all other passengers that use the system. To continue progress towards a more accessible system, it is recommended that Corner Brook develop an Accessibility Plan that will outline actions to remove barriers and improve accessibility. The plan should include a definition of "accessible" and conduct an inventory of stops with an accessibility lens. The AP should also identify actions and priorities to improve the accessibility of vehicle, stops, shelters, facilities, communication and driver /customer service training ."

The project location is defined in the google earth image below.



Schedule 3

Project Timelines

	Milestone	Deadline
1	Sign project Agreement	45 Days from notification of project approval issued by the Minister
2	Consultant Contract Awarded	12 months from notification of project approval issued by the Minister
3	Construction Contract Awarded	24 months from notification of project approval issued by the Minister
4	Project Completion and final invoices submitted to Transportation and Infrastructure	As per table contained in project guidelines, but not more than 48 months from notification of project approval issued by the Minister.

SCHEDULE A – PROGRAM DETAILS

A.1 General Program Requirements

1. Eligible Expenditures

1. Eligible Expenditures will include the following:

- i) All costs considered by Newfoundland and Labrador to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in section Ineligible Expenditures, and which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens assessments as outlined and creating community employment benefit plans;
2. The incremental costs of employees of an Ultimate Recipient may be included as Eligible Expenditures for a Project under the following conditions:
- i) The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
 - ii) The arrangement is approved in advance and in writing by Newfoundland and Labrador.
3. Costs will only be eligible as of Project approval, except for costs associated with completing climate lens assessments, or Aboriginal consultation and engagement activities as outlined, which are eligible before Project approval, but can only be paid if and when a Project is approved by Canada for contribution funding under this Agreement.

4. Ineligible Expenditures

1. Ineligible expenditures for Projects will include the following:

- i) Costs Incurred before Project approval and any and all expenditures related to Contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments as required
- ii) Costs Incurred for cancelled Projects;
- iii) Costs of relocating entire communities;
- iv) Land acquisition, except where permitted with prior approval;
- v) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of The Project; real estate fees and related costs;

- vi) Any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, any direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Ultimate Recipient's staff, except in **Eligible Expenditures**;
- vii) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- viii) Any goods and services costs which are received through donations or in kind;
- ix) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- x) Costs associated with operating expenses and regularly scheduled maintenance work;
- xi) Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project;
- xii) All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required have been met and continue to be met;
- xiii) Land acquisition in cases where it is the sole Project component; and
- xiv) Costs associated with or for the acquisition of publically owned land.

A.2 Public Transit

1. Objective

1. The public transit stream will primarily build new urban transit networks and service extensions that will transform the way that Canadians live, move and work.

2. Eligible Project Outcomes

1. Projects eligible for public transit stream contribution funding under this Agreement must meet at least one of the following outcomes:

Improved capacity of public transit infrastructure
Improved quality and/or safety of existing or future transit systems
Improved access to public transit
Improved capacity and/or quality of pathways and/or active transportation infrastructure

3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for Public Transit stream contribution funding under this Agreement will not exceed:
 - i) Forty percent (40%) of Eligible Expenditures in Newfoundland and Labrador for new construction and expansion of public transit and active;
 - ii) Fifty percent (50%) of Eligible Expenditures in Newfoundland and Labrador for public transit rehabilitation Projects; or
 - iii) Twenty-five percent (25%) of Eligible Expenditures for any for-profit private sector Ultimate Recipients notwithstanding a) or b) in this section.
2. If the federal Crown's total funding towards a Project under the public transit stream exceeds the federal funding limits set out in this section or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.

4. Federal Requirements

1. Each Project that aligns with an outcome in the Public Transit Outcomes Table must meet the following stream-specific requirement:
 - i) Public transit refers to modes of public transportation that allow for the movement of passengers within and/or outside an urban (metropolitan) or municipal setting. As such, Projects involving pathways and active

transportation, as well as inter-community bus, rail, port and ferry infrastructure that are owned by a public sector body or created under provincial statute are eligible in the context of commuter transit Project.

A.3 Green Infrastructure

1. Objective

1. The Green Infrastructure Stream will support greenhouse gas emission (GHG) reductions, enable greater adaptation and resilience to the impacts of climate change and climate-related disaster mitigation, and ensure that more communities can provide clean air and safe drinking water for their citizens. This stream includes the following three sub-streams:

- i) Climate Change Mitigation;
- ii) Adaptation, Resilience, Disaster Mitigation; and
- iii) Environmental Quality.

2. Eligible Project Outcomes

1. Projects eligible for Green Infrastructure Stream contribution funding under this Agreement must meet at least one of the outcomes in the following table, except for planning Projects, where the eventual infrastructure Project must align with at least one of the outcomes in the following table:

Climate Change Mitigation Outcomes:
Increased capacity to manage more renewable energy
Increased access to clean energy transportation
Increased energy efficiency of buildings
Increased capacity to generate clean energy
Adaptation, Resilience and Disaster Mitigation Outcomes:
Increased structural capacity and/or increased natural capacity to adapt to climate change impacts, natural disasters and/or extreme weather events
Environmental Quality Outcomes:
Increased capacity to treat and/or manage wastewater and/or stormwater
Increased access to potable water
Increased capacity to reduce and/or remediate soil and/or air pollutants
Improved capacity and/or quality of pathways and/or active transportation infrastructure

3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for Green Infrastructure stream contribution funding under this Agreement will not exceed:

- i) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations;

- ii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients; or
 - iii) Twenty-five percent (25%) of Eligible Expenditures for any for-profit, private sector Ultimate Recipients.
2. The maximum funding to a Project under the green infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval from Canada.
 3. If the federal Crown's total funding towards a Project under the Green Infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.
4. Federal Requirements
1. Each Project that aligns with a climate change mitigation outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
 2. For Projects involving higher order rapid transit, the adoption of vehicles that use a renewable fuel source in a public transit fleet, or active transportation Projects, Newfoundland and Labrador will confirm that such Projects are consistent with a land-use or transportation plan or strategy, and where applicable, that Projects are consistent with the approved plans of regional transportation bodies.
 3. Each Project that aligns with an environmental quality outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
 - i) Wastewater Projects must result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable.
 - ii) Drinking water quality following completion of a drinking water Project must meet or exceed provincial standards.
 - iii) Solid waste diversion Projects must result in a measurable increase in the quantity of material diverted from disposal as measured against a baseline using the Generally Accepted Principles for Calculating Municipal Solid Waste System Flow.
 - iv) Projects that reduce or remediate soil pollutants must be undertaken on

properties that are contaminated, as confirmed by a Phase II Environmental Site Assessment.

A.4 Community, Culture and Recreation Infrastructure

1. Objective

1. The Community, Culture and Recreation Infrastructure stream will build stronger communities and improve social inclusion.

2. Eligible Project Outcomes

1. Projects eligible for Community, Culture and Recreation Infrastructure stream contribution funding under this Agreement must meet the outcome in the following table.

Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations

3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project approved for Community, Culture and Recreation Infrastructure stream contribution funding under this Agreement will not exceed:
 - i) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations; or
 - ii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients notwithstanding (1) in this section.
 - iii) The maximum funding to a Project under the community, culture and recreation infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval by Canada.
 - iv) If the federal Crown's total funding towards a Project under the community, culture and recreation infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.

4. Federal Requirements

1. Each Project that aligns with an outcome in the Community, Culture and Recreation Infrastructure Outcomes Table must meet the following requirements:
2. Community, Culture and Recreation Infrastructure Projects must be community-oriented, non-commercial in nature and open for use to the public and not limited to a private membership.
3. “Community Infrastructure” is defined as community hubs and community centres. These are publicly accessible, multi-purpose spaces that bring together a variety of different services, programs and/or social and cultural activities to reflect local community needs.
4. Project Health and Education facilities must benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action.

A.5 Rural and Northern Communities Infrastructure

1. Objective

1. The Rural and Northern Communities Infrastructure stream will support Projects that improve the quality of life in rural and northern communities by responding to rural- and northern-specific needs.

2. Eligible Project Outcomes

1. Projects eligible for Rural and Northern Communities Infrastructure stream contribution funding under this Agreement:

- i) must meet at least one of the outcomes in the following table; or

Improved food security
Improved and/or more reliable road, air and/or marine infrastructure
Improved broadband connectivity, including Internet and mobile wireless infrastructure
More efficient and/or reliable energy
Improved education and/or health facilities (specific to the Truth and Reconciliation Commission's <i>Calls to Action</i>)

- ii) must, subject to approval by Canada, meet at least one of The Project outcomes in the Public Transit Outcomes Table, the Green Infrastructure Outcomes Table or the Community, Culture and Recreation Infrastructure Outcomes Table.

3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for rural and northern communities infrastructure stream contribution funding under this Agreement will not exceed:

- i) Fifty percent (50%) of Eligible Expenditures municipalities and regional governments with a population of five thousand (5,000) or more and not-for-profit Ultimate Recipients;
- ii) Sixty percent (60%) of Eligible Expenditures for municipalities and regional governments with a population of less than five thousand (5,000);

- iii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients; or
- iv) Twenty-five percent (25%) of Eligible Expenditures for for-profit, private sector Ultimate Recipients, notwithstanding i) or ii) in this section.
- v) The maximum funding to a Project under the rural and northern communities infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval by Canada.
- vi) If the federal Crown's total funding towards a Project under the rural and northern communities infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.

4. Federal Requirements

1. Each Project that aligns with an outcome in the Rural and Northern Communities Infrastructure Outcomes Table must meet the following requirements:
2. Projects will be restricted to those situated within, and that are for the direct benefit of, rural and northern communities with a population of one hundred thousand (100,000) or less based on 2016 Statistics Canada Census data.

SCHEDULE B – COMMUNICATIONS PROTOCOL

B.1 Purpose

1. This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of the Ultimate Recipient, with respect to Communications Activities related to this Agreement and The Projects funded through it.
2. This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
3. The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

B.2 GUIDING PRINCIPLES

1. Communications Activities undertaken in accordance with this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
2. Newfoundland and Labrador is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Ultimate Recipients.

B.3 GOVERNANCE

1. The Parties will designate communications contacts that will be responsible for overseeing this Protocol's implementation and reporting on its results to the Oversight Committee.

B.4 JOINT COMMUNICATIONS

1. Canada, Newfoundland and Labrador and the Ultimate Recipient will have Joint Communications about the funding of The Project(s).
2. Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.
3. All Joint Communications material will be approved by Canada and Newfoundland and Labrador prior to release, and will recognize the funding of all Parties.
4. Each of the Parties or the Ultimate Recipient may request Joint Communications to communicate to Canadians about the progress or completion of The Project(s). The

requestor will provide at least 15 business days' notice to the other Parties or the Ultimate Recipient. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

5. The requestor of the Joint Communications will provide an equal opportunity for the other Parties or the Ultimate Recipient to participate and choose their own designated representative (in the case of an event).
6. Newfoundland and Labrador or the Ultimate Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
7. Canada has an obligation to communicate in English and French. Joint communications products must be bilingual and include the Canada wordmark and other Parties' logos. Canada will provide the translation and final approval on products.
8. The conduct of all Joint Communications will follow the Table of Precedence for Canada.

B.5 INDIVIDUAL COMMUNICATIONS

1. Notwithstanding section B.4 of this Communications Protocol (Joint Communications), Canada and Newfoundland and Labrador retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
2. Canada will post a copy of this Agreement on its website, in addition to information on any of The Projects funded through it.
3. Canada, Newfoundland and Labrador and the Ultimate Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social-media based, from linking to it.
4. Canada, Newfoundland and Labrador or the Ultimate Recipient may issue digital communications to communicate progress of The Project(s).
5. Where a web site or web page is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This Project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at www.infrastructure.gc.ca. Canada will provide and publish guidelines for how this

recognition is to appear.

6. The Ultimate Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed Project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to INFC.photos@canada.ca along with Project name and location.

B.6 OPERATIONAL COMMUNICATIONS

1. The Ultimate Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
2. Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This Project is funded in part by the Government of Canada." As appropriate, operational communications will also recognize the funding of Newfoundland and Labrador in a similar manner.

B.7 MEDIA RELATIONS

1. Canada and Newfoundland and Labrador will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

B.8 SIGNAGE

1. Canada, Newfoundland and Labrador or the Ultimate Recipient may request a sign recognizing their funding contribution to a Project.
2. Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipient who will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
3. The joint sign design, content, and installation guidelines will be provided by Canada.
4. The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.
5. Digital signage may also be used in addition or in place of a physical sign in cases where a physical would not be appropriate due to Project type, scope, location or duration.

6. Where the Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal contribution and be approved by Canada.
7. Newfoundland and Labrador agrees to inform Canada of sign installations through The Project progress reports referenced in section 14 (Reporting) of this Agreement.
8. Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.
9. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

B.9 COMMUNICATING WITH ULTIMATE RECIPIENTS

1. Newfoundland and Labrador agrees to facilitate, as required, communications between Canada and the Ultimate Recipient for Communications Activities.

B.10 ADVERTISING CAMPAIGNS

1. Recognizing that advertising can be an effective means of communicating with the public, Canada and/or Newfoundland and Labrador may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient will inform the other Parties or Ultimate Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.



Municipal Infrastructure Agreement Checklist

Please complete the checklist below and have a representative of the Ultimate Recipient sign and date the checklist on the applicable line. There is no need to return the Guidelines or the funding approval letter.

Please ensure that all items noted below are returned by email in PDF format to mifunding@gov.nl.ca

Document	Attached
Municipal Infrastructure Agreement Checklist (this document)	<input type="checkbox"/>
Signed Funding Agreement (1 PDF)	<input type="checkbox"/>
Minute of Council/Committee accepting the funding (1 PDF)	<input type="checkbox"/>

For Internal Use Only

Item	Ultimate Recipient	TI
Date received stamp is on the first page of the Agreement	N/A	<input type="checkbox"/>
Resolution to accept funding supported by Minutes of UR <ul style="list-style-type: none"> Resolution to contain the project name, project number and project value Include only the portion of the meeting minutes pertaining to the discussion and resolution of Council/Committee 	<input type="checkbox"/>	<input type="checkbox"/>
Date entered in the second "AND WHEREAS" clause of the Agreement (p. 1) <ul style="list-style-type: none"> Once the signed by the Department, Municipal Infrastructure will complete the first line of the Agreement. 	<input type="checkbox"/>	<input type="checkbox"/>
Agreement signed by Designated UR Official and witnesses	<input type="checkbox"/>	<input type="checkbox"/>
Agreement signed by Minister (or delegate) and witnesses	N/A	<input type="checkbox"/>

To be completed by Ultimate Recipient representative:

_____ Signature (UR) _____ Title (UR) _____ Date

To be completed by Municipal Infrastructure representative

_____ Signature (MI) _____ Title (MI) _____ Date



Sample Council/Committee/ICG Resolution

At the Meeting on _____ day of _____, 20____,

_____ passed the following motion as it

relates to the Project number _____ Project name

Motion #: _____

Moved By: _____ Title: _____

Second By: _____ Title _____

“Be it resolved that, we the Ultimate Recipient _____ accept cost-shared funding as outlined in the Department of Transportation and Infrastructure project approval letter dated _____ day of _____, 20____, Project number _____ Project name _____ with a total project value of \$ _____. This council/board/ICG agrees to provide the Ultimate Recipient share value of \$ _____ in funding for this project and authorizes the Mayor/Committee Chair/AngajukKâk and Town Clerk/Secretary to enter into a funding agreement with the Department of Transportation and Infrastructure on behalf of _____.”

Motion Adopted/Defeated

In Favour _____ .

Opposed _____ .

Abstained or declared conflict of interest _____ .



Request for Decision (RFD)

Subject: Request for Noise Regulation Exemption

To: Rodney Cumby
Meeting: Regular Meeting - 21 Aug 2023
Department: Protective Services
Staff Contact: Todd Flynn, Director of Protective Services
Topic Overview: Request for Noise Regulation Exemption
Attachments: [Noise Regulation Exemption GCSU](#)

BACKGROUND INFORMATION:

The City of Corner Brook has a Noise Regulation that prohibits excessive noise from 10 pm to 7 am daily. Upon request to the Corner Brook City Council, an individual or organization may request a temporary exemption from the restrictions of this bylaw under section 3(d) of the Corner Brook Noise Regulations.

The Grenfell Campus Student Union (GCSU) is hosting an “Outdoor Welcome Concert” of student orientation week and are requesting an exemption from the Noise Regulations from 10 pm to 1 am on September 9th-10th, 2023. The location of the event is on the Grenfell Campus at the GCSU back parking lot and adjacent field.

PROPOSED RESOLUTION:

Be it **RESOLVED** that the Council approve an exemption of the Noise Regulations from 10 pm on September 9th to 1 am on September 10th, 2023, for the Grenfell Campus Students Union to host their “Outdoor Welcome Concert”.

RECOMMENDATION:

As this is a one-time event, located away from residential neighbourhoods, staff are recommending that the City allow this event to occur as per the request of Grenfell Campus Students Union.

ALTERNATIVE IMPLICATIONS:

1. Approve the exemption of the Noise Regulation as requested;
2. Not approve the exemption of the Noise Regulation as requested;
3. Direct staff to explore other options regarding this request.

Director of Protective Services
 Administrative Assistant

Approved - 16 Aug 2023
 Approved - 17 Aug 2023

City Manager



Grenfell Campus Student Union
CANADIAN FEDERATION OF STUDENTS LOCAL 36

July 28th 2023

Dear City Council,

I am reaching out to you on behalf of the Grenfell Campus Student Union to request an exemption from the Noise Regulations as per section 3(d) of your bylaws.

The Grenfell Campus Student Union is planning an Outdoor Welcome Concert for Orientation week which is set for Saturday, September 9th, 2023, at the GCSU Backlot and adjoining field from 8:30 pm till about 1:00 am.

If you have any questions or concerns, please contact me directly at hjbello@grenfell.mun.ca.

Sincerely,

Hadiza Bello
GCSU President

GRENFELL CAMPUS
MEMORIAL UNIVERSITY OF NEWFOUNDLAND
Box 83, 1 University Drive, Corner Brook, NL, A2H 6P9
Business Office (709) 637-6200 ext 6225 or 6146
General Office (709) 637-6200 ext 6230
Fax (709) 637-6254



Request for Decision (RFD)

Subject: MNL Convention 2023- Voting Delegates

To: Jessica Smith

Meeting: Regular Meeting - 21 Aug 2023

Department: City Manager

Staff Contact: Gloria Manning, Legislative Assistant

Topic Overview: MNL Convention 2023- Voting Delegates

BACKGROUND INFORMATION:

The Municipalities NL annual Conference is being held in St. John's on Oct 25-28, 2023. Each municipality is asked to submit the names of two voting delegates. Mayor Jim Parsons and Deputy Mayor Linda Chaisson will be attendees at the conference and their names are being brought forward for appointment as the voting delegates for the City of Corner Brook at the Conference.

PROPOSED RESOLUTION:

Be it **RESOLVED** to approve Mayor Jim Parsons and Deputy Mayor Linda Chaisson and the two voting delegate at the MNL Conference 2023.

Administrative Assistant

Approved - 17 Aug 2023

City Manager