



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **Monday, November 5 at 7:00 p.m. Council Chambers, City Hall**

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CITY CLERK

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|----------|---|
| <b>1</b> | <b>CALL MEETING TO ORDER</b>  |
| <b>2</b> | <b>APPROVALS</b>  |
|          | 2.1 Approval of Agenda  |
| 3 - 5    | 2.2 Approval of Minutes - Regular Council Meeting - October 15, 2018              |
| <b>3</b> | <b>BUSINESS ARISING FROM MINUTES</b>  |
|          | 3.1 Business Arising From Minutes   |
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| 19       | 5.3 Supply of Water Treatment Chemicals - Soda Ash 2018-42                        |
| 21       | 5.4 Prime Consultant Services - Aquatic Centre Feasibility Study Termination      |
| <b>6</b> | <b>MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT</b>                        |
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Drive

**7 PLANNING AND DEVELOPMENT**

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**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 15 OCTOBER, 2018 AT 7:00 PM**

**PRESENT:**

Mayor	J. Parsons	D. Park, Acting City Manager
Deputy Mayor	B. Griffin	D. Charters, Director Community Engineering Development and Planning
Councillors:	T. Buckle	T. Flynn, Director of Protective Services
	J. Carey	D. Burden, Director of Public Works, Water and Waste Water Services
	L. Chaisson	
	V. Granter	J. Sheppard, Assistant City Clerk
	B. Staeben	B. Tibbo, Seargent-At-Arms

CALL MEETING TO ORDER**18-250      Approval of Agenda**

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

**18-251      Approval of Minutes - Regular Council Meeting, October 1, 2018**

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of October 1, 2018, as presented. **MOTION CARRIED.**

**18-252      Confirmation of Minutes - Council in Committee, October 9, 2018**

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify minute CC18-049 - Tender / Splashpad Equipment. **MOTION CARRIED.**

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify minute CC18-050 STAR Program RFP. **MOTION CARRIED.**

**18-253      Business Arising From Minutes**

Councillor L. Chaisson inquired regarding why the Public Pre-budget Consultation meeting was cancelled.

Mayor J. Parsons advised that there were no submissions received from residents or businesses by the deadline date for the Public Pre-budget Consultation meeting scheduled for Tuesday, October 9th, 2018, therefore, the Pre-budget Consultations were cancelled. The City is still accepting written feedback and suggestions for consideration in the 2019 Budget. Submissions may be emailed to: budget@cornerbrook.com or mailed to City Hall, attention: Director of Finance & Administration or call 709-637-1521. All submissions must be received by October 26, 2018.

**18-254**     **Pride Parade**

Councillor V. Granter advised that the City of Corner Brook approved an application, on October 1, 2018, to hold a Pride Parade on Saturday, October 20, 2018. There will be a rotating lane closure of West Street, Main Street (from the West Street/Main Street intersection to the Main Street/Park Street intersection) and Park Street for the duration of the said parade.

**18-255**     **Proclamations**

Mayor J. Parsons reported on the following proclamations:

1. Children's Vision Month Proclamation, October 2018
2. Fire Prevention Week Proclamation, October 7th - 13th, 2018
3. National Seniors' Day, October 1st, 2018
4. Pride Week, October 15th-20th, 2018

**18-256**     **Fire Prevention Week**

Councillor L. Chaisson provided a report on the activities of the Fire Prevention Week, October 7th - 13th, 2018.

**18-257**     **Tax Sale**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** that Council approve the advertising and sale of the following properties at a tax sale in accordance with section 162 of the *City of Corner Brook Act*.

Parcel ID Location

1. 044-420 Crocker Place
2. 049-603 St. Mary's Road
3. 049-542 38 St. Aiden's Road
4. 207-291 O'Connell Drive
5. 043-377 45 Burkes Road
6. 043-032 Bond Street
7. 045-643 710 Gearyville Rd
8. 050-244 41 Washington Street
9. 048-855 26 Quinton Street
10. 046-756 201 Humber Road
11. 046-662 23 Humber Road
12. 044-363 Country Road
13. 049-606 10 Star Street
14. 048-479 10 Pikes Avenue **MOTION CARRIED.**

**18-258**     **Discretionary Use - Home Base Business - 50 Petries Street**

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED**, upon consideration of the matters as set out in accordance with Regulation 11, Discretionary Powers of Authority, Council in its discretion and as a result of the matters set out in this regulation; approve



the application to operate a home based business office from the dwelling located at 50 Petries Street. **MOTION CARRIED.**

**18-259**      **Approval for Execution of Agreement -- Maintenance Services for Margaret Bowater Park**

*Councillor L. Chaisson declared a Conflict of Interest and refrained from participating in discussion or voting on this agenda item as she is a member of the Board of Directors for the Humber Valley Association.*

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED**, that the City of Corner Brook enter into a formal agreement with the Humber Valley Community Employment Corporation for supplying maintenance services at the Margaret Bowater Park building for a total cost of \$9,195.00 as per the Agreement which include terms and conditions as attached to this resolution. **MOTION CARRIED.**

**18-260**      **Traffic Regulations**

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to that the City of Corner Brook enact the following amendments to the City of Corner Brook Traffic Regulations: 1) Under "Definitions", Section 2(c) "Director" means Director of Public Works, Water and Waste Water; 2) Under "Overnight Parking", Section 9. No person shall park any vehicle on any highway within the City between the hours of 1:00 a.m. and 8:00 a.m., except for between December 01st and May 1st in the following year where vehicles shall not park on any highway within the City between the hours of 12:00 midnight and 8 a.m. These Regulations shall not apply to ambulances or fire engines nor to motor vehicles operated by medical practitioners, clergy, police officers or City agents or employees, when being used in cases of emergency. **MOTION CARRIED.**

**ADJOURNMENT**

The meeting adjourned at 7:36 p.m.

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City Clerk

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Mayor







# The Royal Canadian Legion

## Poppy/Remembrance Proclamation



*Whereas* the purposes and objects of the Legion, as contained in the "ACT TO INCORPORATE", the Royal Canadian Legion, Chapter 84 of the Statutes of Canada 1948, as amended by Chapter 86 of the Statutes of Canada 1951; Chapter 72 of the Statutes of Canada 1959; Chapter 83 of the Statutes of Canada 1961; Chapter 112 of the Statutes of Canada 1975; Chapter 47 of the Statutes of Canada 1977 - 1978 and by the Statutes of Canada 1980 - 1981, include:

- e) perpetuate the memory and deeds of the fallen and those who die in the future;
- f) to promote and care for memorials to their valour and sacrifice... to keep an annual Memorial Day, to preserve the records and memorials of their service and to see that such service shall not be forgotten by the nation;
- g) to educate public opinion regarding national duties to the dead;
- h) to foster loyalty among the public and educations in the principles of patriotism, duty and unstinted public service; AND

*Whereas* every person who has been initiated into membership in the Royal Canadian Legion has sworn to uphold and advance the aims and objectives of the Legion; AND

*Whereas* the Provincial Poppy/Remembrance Committee has recommended that the observance of a "REMEMBRANCE PERIOD" immediately prior to November 11<sup>th</sup> would do a great deal to encourage greater interests on the part of the public; AND

*Whereas* by decree of caucus, the Government of Newfoundland & Labrador fully support the Legion's efforts to promote Remembrance by flying the Legion's "Flag of Remembrance" from November 1<sup>st</sup> to the 11<sup>th</sup> November each year;

*Know Ye* that we, by and with the approval of the Provincial Command of The Royal Canadian Legion do designate the eleven days commencing November 1<sup>st</sup> and ending November 11<sup>th</sup> as:

### *"Remembrance Period"*

And we do recommend to all loyal members of The Royal Canadian Legion and to all other citizens of the Province of Newfoundland Labrador:

1. Remembrance Period is a time for each one of us to reflect and recall to mind the sacrifices made by our Veterans to ensure the peace we now enjoy.
2. The Poppy is the symbol of Remembrance, Peace and Hope for the future.

Dated at Oct. 26 at City Hall

This 26<sup>th</sup> day of October

Two thousand Eighteen







City of Corner Brook

## A Proclamation of the City of Corner Brook World Town Planning Day

**WHEREAS;** on November 8<sup>th</sup> has been celebrated as *World Town Planning Day* in many countries since 1948; and

**WHEREAS;** the Newfoundland and Labrador Association of Professional Planners (formerly Atlantic Planners Institute – NL Branch), representing professional planners in our province as an affiliate of the 6,500-member Canadian Institute of Planners, endorses World Town Planning Day as a day to recognize the contribution of planning to the quality of our communities and environment; and

**WHEREAS;** World Town Planning Day helps us to publicly recognize the work of our municipal officials and citizens in planning for the betterment of *Corner Brook*; and

**WHEREAS;** we recognize professional planners and their commitment to public service;

**NOW, THEREFORE,** I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim November 8<sup>th</sup>, 2018 as *World Town Planning Day*.

DATED at Corner Brook, Newfoundland, this 29 day of October, 2018.

  
 Jim Parsons, Mayor





## City of Corner Brook Public Announcement Council Meeting – November 5, 2018

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### 2018 Fall Leaf Collection

The City of Corner Brook would like to advise residents that Fall Leaf Collection will take place from November 5<sup>th</sup>-9<sup>th</sup>, 2018, on your regular garbage collection day.

Residents are asked to place bags of leaves at the curb no later than 8:00 a.m. on your **regular garbage collection day** and kept separate from normal weekly garbage.

Free clear transparent yard waste bags are available for pick up at City Hall. Residents can receive up to 10 bags per household. Bags must contain leaves only - not garbage or branches. Only clear transparent bags will be collected at curbside.

Residents are also advised that leaves will not be collected prior to the Fall Leaf Collection Program.

For more information call 637-1630 or visit our website at [www.cornerbrook.com](http://www.cornerbrook.com).







## City of Corner Brook Public Announcement Council Meeting – November 5, 2018

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### **CURBSIDE GIVE AWAY WEEKEND**

The City of Corner Brook will be holding a Curbside Give-Away Weekend on November 9-11, 2018.

#### **One person's trash is another person's treasure!**

By placing your unwanted but reusable items to the curb, they could become someone else's treasure. Residents can simply place a "FREE" sign on the items to ensure there is no confusion. Treasure hunters can remove items with a "FREE" sign but should remember to respect people's property when participating.

Just remember, while this is a great way to help the environment by 'reusing', whatever treasures are not retrieved by others, must be brought back in by dusk Sunday, November 11<sup>th</sup>.

Examples of "treasures" to set out for the giveaway include books, CDs and DVDs, furniture and small appliances, sports equipment, toys, tools, and construction materials.

For more information contact 637-1666 or visit [www.cornerbrook.com](http://www.cornerbrook.com).



# REQUEST FOR DECISION

[DIRECTOR OF COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING]

**SUBJECT:** Phosphates for Corrosion Control Contract 2017-38

**DESCRIPTION:** Univar Canada were requested to provide a quotation for extension to the Phosphates for Corrosion Control Contract 2017-38 for a one (1) year period ending November 30, 2019.

Staff have reviewed the quotation and found them to be in order, and recommend awarding this to Univar Canada.

**PROPOSED MOTION:** Be it **RESOLVED** that Corner Brook City Council approve the Phosphates for Corrosion Control Contract 2017-38 extension for one (1) year to November 30, 2019 to Univar Canada for \$62,340.04 US (HST Included).

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** It is staff's recommendation to approve the Phosphates for Corrosion Control Contract 2017-38 extension for one (1) year to November 30, 2019 to Univar Canada for \$62,340.04 US (HST Included).

**Legislative Authority:**

- City of Corner Brook Act: **Section**
- Public Procurement Act: **Section:**

**Estimated Cost:** \$ \$62,340.04 US (HST Included)

**Budget Line Item:**

**Communication Strategy:** Contractor to be advised and website updated.

**STANDING COMMITTEE COMMENTS:**

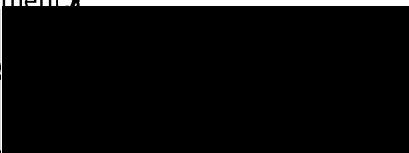
Implication:

**BACKGROUND:**

Report/Document:

Submitted by

Reviewed by



Date: Oct 29/2018

Date: 2018/10/29



# REQUEST FOR DECISION

[DIRECTOR OF COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING]

**SUBJECT:** Supply of Water Treatment Chemicals – Polyaluminum Chloride Coagulant Contract 2018-41

**DESCRIPTION:** The Tender for the Supply of Water Treatment Chemicals – Polyaluminum Chloride Coagulant – Contract # 2018-41 closed on October 23, 2018 at 12 noon, with one (1) bid received for a 2-year standing offer:

Kemira Water Solutions Canada Inc. \$473,742.50 (HST Included)

Staff have reviewed the bids and found them to be in order, and recommend awarding this Contract to Kemira Water Solutions Canada Inc.

**PROPOSED MOTION:** Be it **RESOLVED** to Award the Contract for the Supply of Water Treatment Chemicals – Polyaluminum Chloride Coagulant – Contract # 2018-41 to Kemira Water Solutions Canada Inc. at the Tender price of \$473,742.50 (HST included) per year for a 2-year standing offer.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** It is staff’s recommendation to Award the Contract for the Supply of Water Treatment Chemicals – Polyaluminum Chloride Coagulant – Contract # 2018-41 to Kemira Water Solutions Canada Inc. at the Tender price of \$473,742.50 (HST included) per year for a 2-year standing offer.

**Legislative Authority:**

- City of Corner Brook Act: **Section**
- Public Procurement Act: **Section:**

**Estimated Cost:** \$ 473,742.50 (HST Included)

**Budget Line Item:**

**Communication Strategy:** Contractor to be advised and website updated.

**STANDING COMMITTEE COMMENTS:**

Implication:

**BACKGROUND:**

Report/Document: 

Submitted by: 

Reviewed by: 

Date: Oct 30 / 2018

Date: 2018/10/30



# REQUEST FOR DECISION

[DIRECTOR OF COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING]

**SUBJECT:** Supply of Water Treatment Chemicals – Soda Ash Contract 2018-42

**DESCRIPTION:** The Tender for the Supply of Water Treatment Chemicals – Soda Ash – Contract # 2018-42 closed on October 23, 2018 at 12 noon, with one (1) bid received for a 2-year standing offer:

Univar Canada Ltd. \$121,325.00 (HST Included)

Staff have reviewed the bids and found them to be in order, and recommend awarding this Contract to Univar Canada Ltd.

**PROPOSED MOTION:** Be it **RESOLVED** to Award the Contract for the Supply of Water Treatment Chemicals – Soda Ash – Contract # 2018-42 to Univar Canada Ltd. at the Tender price of \$121,325.00 (HST included) per year for a 2-year standing offer.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** It is staff’s recommendation to Award the Contract for the Supply of Water Treatment Chemicals – Soda Ash – Contract # 2018-42 to Univar Canada Ltd. at the Tender price of \$121,325.00 (HST included) per year for a 2-year standing offer.

**Legislative Authority:**

- City of Corner Brook Act: **Section**
- Public Procurement Act: **Section:**

**Estimated Cost:** \$ 121,325.00 (HST Included)

**Budget Line Item:**

**Communication Strategy:** Contractor to be advised and website updated.

**STANDING COMMITTEE COMMENTS:**

Implication:

**BACKGROUND:**

Report/Document: /

Submitted by: 

Date: Oct 30 / 2018

Reviewed by: 

Date: 2018/10/30





# REQUEST FOR DECISION

*[Director of Community, Engineering, Development & Planning]*

**SUBJECT: Prime Consultant Services – Aquatic Centre Feasibility Study**

**DESCRIPTION:**

The City of Corner Brook currently has an agreement in place with Tract Consulting Inc. for a Feasibility Study for a New Aquatic Centre. Terms of reference had split the study into three phases with progression beyond Phase 1 dependent on the results of that phase. The Phase 1 report has been received and the City is now at a decision point as to proceeding further.

There has been a significant development which has provided an alternative for development of the aquatic centre and the City would like to investigate. This opportunity would eliminate the requirement for a Phase 2 (site selection) and will materially change the Phase 3 and overall direction of the feasibility study.

**STAFF RECOMMENDATION:**

To terminate the existing agreement with Tract Consulting for the remaining 2 phases of the feasibility study.

**PROPOSED MOTION:**

Be it **RESOLVED** that Corner Brook City Council terminate the existing Prime Consultant Agreement with Tract Consulting for the **Aquatic Centre Feasibility Study** effective immediately.

**IMPLICATIONS OF RECOMMENDATION:**

City of Corner Brook Act Authority:

Policy and/or Regulation:

**Estimated Cost: \$0**

**Budget Line Item: Funded under the Multi-Year Capital Program**

**Communication Strategy: N/A**

**Website:**

**STANDING COMMITTEE COMMENTS:**

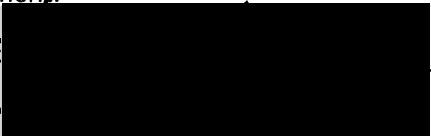
Implication:

**BACKGROUND:**

Report/Document:

Submitted by:

Reviewed by:



Date: Oct 30/2018

Date: 2018/10/30



# RFD - REQUEST FOR DECISION

## Engineering, Community, Development and Planning Department

**SUBJECT: COMMISSIONERS REPORT REVIEW: MP-DR18-03** – Land Use Designation Change and Zone Change: (Residential to Light Industrial) 678 O’Connell Drive - Bud’s Auto Body

**DESCRIPTION:** On September 12<sup>th</sup>, a public hearing was undertaken to receive public representations regarding proposed amendments relating to Buds Autobody at 678 O’Connell Drive and Georgetown Road. This RFD seeks Council resolution to proceed with the amendment process as per the Urban and Rural Planning Act, 2000 (URPA). As per s.23 URPA, Council shall consider the attached Commissioners Report, and may where it considers it necessary, make changes to the plan and development regulations, or may withdraw the submitted plan and development regulations.

### **PROPOSED MOTION:**

It is **RESOLVED** under Section 23 of the Urban and Rural Planning Act, 2000 (URPA) to adopt the commissioner’s recommendations, without modification, with respect to Municipal Plan Amendment MP18-03 and Development Regulations Amendment DR18-03

It is **Further Resolved** to authorize staff to submit Municipal Plan Amendment MP18-03 and Development Regulations Amendment DR18-03, without modification, to Municipal Affairs for approval under section 24 of the Urban and Rural Planning Act.

### **IMPLICATIONS OF RECOMMENDATION:**

#### **Staff Recommendation:**

Based on review of the Commissioners report, the Municipal Plan policies, the Development Regulations, and an in-depth review of the previous amendment process and rationale, Staff recommends adhering to the Hearing Commissioners recommendation and rezoning the subject area as proposed. In addition, Staff also recommends initiating amendment to re-designate and rezone the adjacent wetland and related features to Environmental Protection or Environmental Conservation, as appropriate. The attached Planning Justification Report provides overview and rationale for the recommendations.

If Council decides to make changes to the proposed amendments, Council has the right to schedule another Public Hearing in respect of those changes, or Council may submit directly for Provincial approval without another Public Hearing.

In summary, Council must now complete steps 1 or 2 as follows:

1. Review the Commissioners Report and ***Modify*** or ***Do Not Modify*** the proposed amendments as per the Commissioner recommendation(s), and make submission to Municipal Affairs for final approval. (*If choosing to modify, Council must give direction to schedule or not to schedule another public hearing with retained Commissioner to document potential public concerns.*) Where modification is selected, Council must resolve to schedule a public hearing or to move forward without another public hearing.
2. Review the Commissioners Report and ***Withdraw /Reject*** the proposed amendments.

To adopt MP18-03 and DR18-03 in its entirety

**Legislative Authority:** Urban and Rural Planning Act: **Section 23-24** (URPA s23-24)

**Estimated Cost:** newspaper advertisement fees

Last update: 2017-06-20



**Communication Strategy:** If required, a proposed public hearing will be advertised as per the URPA s. 17 to satisfy public notice requirements and a Hearing Commissioner will be requested to administer the hearing. If submitted directly for final approval, Notice of Registration will be advertised as per s.24 URPA.

**STANDING COMMITTEE COMMENTS:**

Implication:

**BACKGROUND:**

Engineering Comments:

Submitted by:   
Reviewed by: 

Date: \_\_\_\_\_  
Date: Oct 18, 2018

## Departmental Referral

**To:** City Council  
**From:** Darren Randell – Planning Tech II  
**cc:** D. Rumbolt, D. Charters  
**Date:** October 17, 2018  
**Re:** Overview and Recommendation: 129 Georgetown Road & Bud's Autobody

### Background: Process Overview

There have been two previous amendments processed for the subject lands to create a residential lot from industrial lands. The current amendment proposes to reinstate industrial use on a portion of the lands that were converted to residential use. During the first amendment, completed in 2016, the property boundary was apparently surveyed in error and established directly through the location of the proposed house. The zoning boundary was established in the exact location of the (errored) property boundary as per due process to define the zone limits. In order to meet the site standards of the Development Regulations, the property boundary needed to be relocated by approximately 5 meters to the north to create the 'legal' residential lot. As such, the zoning boundary also required a corresponding movement to the north. In order to facilitate this movement of the boundaries, a second amendment was completed in April 2017.

An internal Planning department memo, circulated in July 2016 to initiate the second amendment process, states the residential land owner had an *opportunity* to purchase additional lands from the industrial land owner to create an additional residential lot, however, no additional lands were ever conveyed beyond that required to create the first residential lot. Based on previous discussions with City Planning staff, the subject land owners failed to come to an agreement on the additional lands to be exchanged. Despite this lack of clarification on the actual lands subject to the amendment, the amendment was undertaken and brought to final approval in April 2017. A survey to identify the newly arranged properties was not completed by the proponent or supplied for City review until October 2017. In this regards, adequate information was not supplied by the proponent to satisfy the general requirements for the City to consider a rezoning application to residential use.

### Overview: General Principles of all Proposals

Residential land use is a sensitive use considered to be incompatible with Industrial uses due to many nuisance factors pertaining to noise, activity timing, aesthetics, odors, safety, and many other contributing factors associated with industrial uses. Bringing these land uses into closer proximity to one another is generally not considered to be a wise, efficient, or best use of land and does not reflect the best interests of any party including the City. The location of the industrial lands although not desirable in proximity to residential uses, is likely a better use on the subject lot than residential uses. O'Connell Drive is a provincial highway subject to all manner of traffic and residential use is rarely located in such corridors within municipalities. Although residential use is currently not proposed directly in the O'Connell Drive corridor, the future intent would not be for residential conversion of the lot, thus any further residential advancement in this location is not recommended.

As well, the original residential application encroaches into a known wetland which is not identified appropriately in the current City planning ordinances. The wetland is a natural feature relating to Petries Brook and should be zoned to an environmental protection or conservation use. This feature has been identified as a concern to area residents in terms of its environmental values as well as its potential for flooding surrounding properties with any introduced, adjacent development.

With regards to the information above, it appears the previous amendments were not processed or considered for approval bearing in mind any regards to appropriate planning principles or best interest of the City and residents.

### **Rationale & Recommendation**

Given that the initial amendment applications proposed residential development advancing towards industrial land use, it can be assumed that the industrial use existing at the time of the proposal was satisfactory to the residential proponent. As well, the Development Regulations only require a buffer to be applied when an industrial use is being situated adjacent to residential use and not vice versa. In considering both these facts, the implementation of the buffer is not warranted or necessary.

Another fact relating to process and administering the Regulations pertains to establishment of the zoning boundary. The initial amendment of 2016 demonstrated that the zoning boundary and property boundary were proposed by City staff to be in the same location. The amendment of 2017 deviated from this process and established the zoning boundary greater than 15 meters from the property boundary into the industrial property. There is no correspondence or design reference to justify establishing the zoning boundary in the current location.

**Recommendation No. 1** - Given that the only change in subject land use is residential development, it is recommended to establish the zoning boundary at the property line, as appears to be the intent of the original application. In doing so, both applicants are treated fairly with no advantage to either. The owner of the industrial property is fully aware of the requirements for buffering of proposed industrial developments on the lot, however, that design element will be applied during a Development Inspectors approval of a building permit application (site plan review) for any future proposed industrial development. This recommendation may appear to contradict Regulation No. 65 – Buffer Strips (re: industrial advancement into residential area), however, a site plan has not been submitted to secure a building permit, thus the identification of a buffer strip is not necessary.

**Recommendation No. 2** – Initiate amendment to redesignate – rezone the subject marsh lands and related water bodies to Environmental Protection or Environmental Conservation as appropriate such that any future proposals adjacent to the marsh lands are subjected to limiting conditions respecting protection or conservation values.

In my opinion, this approach will satisfy all concerns and the industrial land owner is still subject to site plan review when applying for a building permit to address new development.

Regards,



Darren Randell BSc - Planning Technician II

**Authority for this Report:**

On 12 September 2018 I sat as the Hearing Commissioner for a Public Hearing concerning the proposed Municipal Plan Amendment 18-03 (hereinafter MP18-03) and Development Regulations Amendment 18-03 (hereinafter DR18-03) in accordance with sections 18-22 of the *Urban and Rural Planning Act, 2000*. (hereinafter, *the Act*) The Corner Brook City Council adopted MP18-03 and DR18-03 on 20 August 2018 and accordingly scheduled and provided notice of the Public Hearing.

My role as the Hearing Commissioner was to oversee a Public Hearing (held from 7pm to approximately 8:45pm), to receive public representations both in objection and support regarding the proposed amendment, and to prepare a report to Council detailing the representations received at the public hearing, two copies of the evidence received at the public hearing, and my recommendations with regard to the proposed amendment based on the representations received at the meeting.

**History of the Property and Proposed Amendment:**

MP18-03 and DR18-03 reference an area of land located at 678 O'Connell Drive. The land is presently occupied by a business named Bud's Autobody. The majority of this piece of property, according to the map provided to me, is under an industrial land designation and Light Industry (hereinafter LI) zoning. As I understand it, a small portion of the property that was originally zoned LI, rezoned to Residential Medium Density (hereinafter RMD) in May 2016 to allow for construction of a residential property on a portion of the land that was given into the possession of the current landowner at 127 Georgetown Road, and further rezoned to RMD in April 2017 to allow for proper zoning compliance as a portion of the residential structure extended onto the land that was zoned LI. These last two rezoning applications increased the RMD zone by 37.6 linear meters to the north along Georgetown Road. According to the City Planning Technician, this is calculated by using the western edge of the northern property boundary of 129 Georgetown Road as a reference point. The following paragraphs provide an overview of the zoning amendments undertaken in 2016 and 2017.

The May 2016 rezoning was intended to allow for construction of the residential build. If I am calculating correctly, the first rezoning converted 16.8 metres of the LI zone into an RMD zone. My understanding of the issue with this zone change is that it erroneously failed to match the property line of the land that changed possession, and was established in the area where the residential structure was proposed, making the development non-compliant to the zoning standards with respect to side yards.

The second zoning amendment completed in April 2017 was intended to align the zones with the completed residential build and property lines to address the deficient zoning standards at 127 Georgetown Road. This would have required only a 5.4 metre rezoning, but instead the second rezoning extended an additional 15.4 metres onto the then LI zone on the property of 678 O'Connell Drive.

As I understand it, of the sum total of both zone changes, only 22.2 meters was required to align with the north property line at 127 Georgetown Road.

As a result, the additional 15.4 meters (the 2017 rezoning) encroaches the RMD zone onto the 678 O'Connell property. The result is that there is now a small strip of land belonging to the 678 O'Connell

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Drive property owner (Bud's Autobody) that is currently zoned RMD. The rest of the property continues to be zoned LI.

The current application proposes to reinstate the entirety of the 678 O'Connell Drive property to the original LI zoning. This will encompass a tract of land 15.4 metres toward the southern adjacent property at 127 Georgetown Road and bring the zones back into alignment with property ownership. As noted, the land at 127 Georgetown Road is now zoned RMD and hosts a residence.

### **The Public Hearing:**

The Public Hearing was well attended. There were 26 adults and one child present. We received one written statement of objection and representation two days prior to the meeting (in accordance with section 20 of *the Act*) and two others were received in advance of the Public Hearing, but not within the two days required by the *Act*. I have decided to consider those written submissions as well, despite non-compliance with the *Act*, and the authors were in attendance at the Public Hearing. The concerns received seem to have been widely held views by residence within a 160 metre notice radius of the area under consideration.

I have attached two copies of each of those written statements of objections and representations to this report.

The Public Hearing was called to order at approximately 7:03pm. We allowed until 7:10pm for attendees to arrive and at that time the door to the Hearing room was closed. People were still permitted to enter, but at that point we began proceedings.

Attendees at the Public Hearing were invited to speak openly and freely, in an orderly fashion, with their concerns about the proposed amendment. Individuals were given a five minute opportunity to speak (given the number of people present), with more time allotted for those wishing to speak further after the entire audience had the opportunity to express themselves. One person stated he would like to speak longer and would wait until others had completed their comments. I audio recorded the meeting and took written notes. I have attached two copies of my written notes as well. I will not provide the audio recording as I assured attendees that the recording was for my use only, to ensure that I thoroughly reported all concerns addressed to Council. I have since deleted the audio recording.

Several attendees spoke. A lot of the concerns raised were similar and repeated by several people. For that reason I have grouped the concerns that were raised into general categories and have addressed each concern separately.

The one gentleman who spoke longer than five minutes had also submitted a written statement of objection and representation as well. While he was urged not to simply read through his report at the Hearing, I asked him specifically three times if he felt that he was satisfied that he had brought up all of the concerns that he thought were necessary for Council to hear. He appeared satisfied that, through both his written statement and his oral comments, he had mentioned everything that he had intended.

I personally spoke and reiterated all of the areas of concern that I thought had been mentioned. I asked attendees if they were satisfied that I had adequately recorded everything that they wanted brought to



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the attention of the Council in this process. The general consensus was that everything concern had been noted.

Before closing the Public Hearing, I gave three opportunities for attendees to add any other comments or concerns. On the first two occasions an attendee spoke. On the last there were no further comments. At that point I was satisfied that all attendees had expressed everything that they had intended, and the Public Hearing was closed.

### **The Concerns:**

It was evident that all of the attendees at the Public Hearing are opposed to MP18-03/ DR18-03. The general opinion is that this particular area of the City is a residential area and it would be a step away from City development goals (particularly the Integrated Municipal Sustainability Plan 2012, hereinafter IMSP) to allow more LI use in this area. Attendees were reminded throughout the course of the meeting that 678 O'Connell Drive at present is mostly zoned as LI, and that the amendment is seeking only to rezone a 16.5 metre tract of land – presently on the 678 O'Connell Drive property –to the previous LI zoning as existed prior to April 2017. Attendees were also reminded that the purpose of the Public Hearing was to address concerns about the proposed rezoning, and not any future development plans on the property.

I will note from the outset that I personally do not have any knowledge of any development plans in relation to this property. As the Hearing Commissioner, appointed in accordance with section 19 of *the Act*, and preparing a report in accordance with section 22 of *the Act*, it is my mandate to;

“set out in detail his or her recommendations respecting objections and representations considered by him or her at the public hearing together with reasons and a statement showing objections and representations that came to the attention of the commissioner but were not considered together with the reasons why they were not considered.”

It was mentioned a number of times at the Public Hearing that the current property owner at 678 O'Connell Drive has purchased Conway's Towing, and intends to move that business from its current location at Downtown Smithville to this location at O'Connell Drive. One of the written statements of objections and representations makes reference to a 24/7 tow trucking company and spray-in box liner business, a new build, 5 or 6 tow trucks, a 4500 Square feet building parcel and a large parking lot, a scrapyard with high barbed wire fencing and over 20 damaged vehicles (though the referenced written statement acknowledges that Conway's Towing is not a scrapyard). Another written statement references a large scale towing company. One attendee made reference orally to a commercial towing company.

I have been advised that the property owner at 678 O'Connell Drive has been advised of the area residents' concerns regarding potential flooding if the wetland/ water feature associated with the subject strip of land becomes infilled, and that he has been advised that this must be addressed in a satisfactory manner before any future development can occur.

The nature of my terms of reference in accordance with *the Act* does not allow me to consider potential future development plans for this particular piece of land to which the zoning amendment applies.

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While it is obvious that the rezoning of this area is a necessary pre-condition to any future development of this piece of land, at this stage in the process, this Public Hearing and subsequent report were intended only to address concerns with regard to the rezoning amendment. I will attempt to separate the two issues, but I will note that several attendees at the meeting chose this Public Hearing as their moment to address future development concerns because they were concerned that they would not have the opportunity to do so at a later date should the proposed amendment be adopted.

### General concerns:

There were eleven (11) major concerns that arose at the Public Hearing. I would generally categorize them as follows;

#### *1) Safety;*

The concern expressed with the most consensus, I believe, was safety in the area. Several attendees stated that the area has a significant number of children who wait for, and are dropped off by school buses on the O'Connell Drive side of the 678 O'Connell Drive property. It was also stated that there is a City bus stop on the other side of O'Connell Drive (the north side) – across the street from the 678 O'Connell Drive property, and that both stops are frequently attended by people. It was indicated that the children waiting for, and arriving from the bus often walk across the 678 O'Connell property to get to Georgetown Road. There are no sidewalks in the area and in the winter snow is “piled high” on both sides of O'Connell Drive, making it difficult to see people and on-coming traffic.

The safety concern is that approval of MP18-03/DR18-03 will provide the property owner with sufficient space to add the Conway's towing business to that lot which will result in increased large scale industrial and commercial traffic to the area.

It is indeed unfortunate that pedestrian safety is a concern due to the lack of sidewalks and high levels of snow. Clearly, however, it is no fault of the current property owner at 678 O'Connell Drive, and the applicant for this proposed amendment, that the area is unsafe as a result of high snow levels and lack of sidewalks. The concern that citizens have, as I understand it, is that the addition of another business in this area will lead to increased traffic in an area that is already largely unsafe for both children and adult pedestrian traffic. As I often conclude throughout this Report, the concern appears to deal with future development of the area more so than current rezoning. I am unable to conclude that existing safety issues - that are neither the fault of the property owner, or the fact that the property is currently zoned LI save for the subject 16.5 metre tract – should act as a bar to this proposed amendment.

I do not mean to diminish this safety concern in any way, as it certainly appears to be a valid concern. However, these specific safety issues can in no way be attributed to MP18-03/DR18-03. As noted, the majority of the property is currently LI zoned and currently hosts an LI compliant business. According to the map that was provided to me, the land immediately west of the 678 O'Connell property is zoned General Commercial (hereinafter GC) and currently hosts a GC compliant business. There is nothing in any City regulation that prevents future development that is consistent with zoning requirements in either of these areas; be it LI or GC. What that means is that additional LI business and GC business can be developed in either of these areas as they exist and are zoned today, and any further LI or GC development can certainly lead to an increase in traffic, both general and commercial. Thus, denying

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MP18-03/DR18-03 does little to address this particular safety concern. The safety concern is directly the result of the lack of sidewalks and the "piling high" of snow in the area making visibility difficult. This is not an issue for which the applicant for the amendment holds responsibility. Nor would the denial of MP18-03/DR18-03 guarantee that there will not be an increase in traffic in the area, as the adjacent LI and GC zones are still present.

*2) Increased traffic - both commercial and general - to the area;*

For the same reasons detailed above under heading 1 – Safety – I do not identify this concern as being a barrier to adopting the proposed amendment. This concern addresses future development in the area, rather than the current rezoning amendment. As noted above, denying MP18-03/DR18-03 does not immediately translate into preventing of increased traffic in the area.

*3) Increased light pollution at night with the operation of a 24/7 business operation;*

A concern was expressed that should the owner of the property develop a 24/7 commercial towing operation on the property at 678 O'Connell Drive, the adjacent residential area would be subject to commercial or business lighting throughout the evening and overnight. The concern was that any added lighting would disrupt sleeping in the residential area.

While I appreciate that this is a valid concern should such a business be placed in the area, this is not specifically a concern that will impact Council's decision on this rezoning amendment. Specifically, denying MP18-03/DR18-03 will not prevent the property owner from placing overnight lighting on the property if he chooses to do so at present. A significant portion of the property is presently LI and is accordingly regulated. There is nothing in current zoning regulations/ guidelines that prevents the property owner from installing the type of lighting described. Similarly, denying MP18-03/DR18-03 will not prevent him from doing the same.

This is a future development concern rather than a rezoning concern.

*4) Increased industrial and heavy equipment noise in the area, at all times but particularly during evening hours and at night;*

A similar concern expressed was that the institution of a 24/7 commercial towing company would increase noise associated with increased industrial traffic. Again the concern was that the increased noise levels would be constant and would disrupt comfort and sleep levels in the surrounding residential area.

This is again a valid concern, but for the same reasons outlined above in relation to the light pollution concern, it is not a concern that will have an impact on Council's decision. As the area is currently zoned mostly LI, it is open to the property owner to increase commercial services as the zone stands now, provided it is within the allowances of LI zoning. Denying MP18-03/DR18-03 will limit the allowable LI zone usage to its current area but it will not prevent the property owner from increasing business. It will simply limit his potential use of that 16.5 metre tract of land.

This is a future development concern rather than a rezoning concern.

*5) Environmental concerns;*

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A number of concerns were raised both at the Hearing and in the written statements of objections and representations with regard to potential environmental impacts in this area should any further development occur at the south end of the 678 O'Connell Drive property to which the amendment applies. The following is a list of concerns that were mentioned;

- a) What will happen to the current water reserve if there is no drainage?
- b) Has an environmental impact assessment been done on this area?
- c) If the applicant operates a spray-in liner business has there been any assessment with regard to the types of chemicals used?
- d) Has the potential impact to fish and fowl in the area been assessed?

Unfortunately, environmental impacts are not assessed at the rezoning stage and neither the City nor the Applicant are required to assess potential environmental impacts at this point. Therefore, the absence of an environmental impact assessment is not a bar to this amendment at this time. It was noted at the Public Hearing that the then owner of the property would have had to have addressed environmental concerns at the time of the original development of the property (Bud's Autobody) in accordance with environmental standards at that time. As well, as the subject tract of land was zoned LI up until April 2017, it would have been compliant with environmental standards at that time.

Thus with respect MP18-03/ DR18-03 only, it appears that there is nothing that would prevent rezoning of the subject area.

However, this, as well, is a proposed future development concern. It is my opinion that environmental impacts should be addressed before any proposed future LI development occurs on this property.

One of the specific environmental concerns raised was with respect to the area of wetland associated with the subject strip of land. One of the written statements of objections and representations and an oral submission of a nearby residence owner expressed a concern that the subject area of land currently serves as a water reserve. The concern is with LI development in the subject area, that there will be no other place for excess water to go and he feels, with certainty, that a build in the area will result in flooding of his residence.

I have been advised that the owner of the 678 O'Connell Drive property was advised of this concern, and that the concern is also shared by City Engineers. I have also been advised that the property owner has not yet addressed this in an approved grading/drainage plan.

I have also been advised that City Engineering is aware of this and will require a design plan that is acceptable to them prior to any development occurring and that design costs and future applications for site plan approval are entirely at the expense and risk of the property owner. During the site plan review stage, additional setbacks or restrictions may be applied in respect of the wetland, as determined by City Engineering.

Thus, while this can be identified as a development concern rather than a rezoning concern, it does appear that the City is aware of this particular issue at this time and does intend to ensure it is

addressed before allowing any further development to occur.

With respect to this amendment, I am unable to state that this concern can prevent its adoption.

*6) Unsightliness of the type of business suggested;*

This concern directly addresses a concern arising from future proposed development and not specifically a matter of rezoning. This is particularly the case in the present situation in which the area sought to be rezoned is surrounded by a larger LI zone, shares property ownership with the current LI zone, and was previously an LI zone until April 2017. I believe that this would be a relevant concern if the amendment proposed a new tract of LI zoning in the centre of a current RMD zone, but that is not the case. As is the case with several others of the voiced concerns, stopping the amendment does not automatically stop future development. The property owner is free to develop as he sees fit on 678 O'Connell Drive at present, provided it is within the confines of LI zoning. Unfortunately, the unsightliness of an LI development in an LI zone does not prevent the owner from developing, nor does it prevent the City from rezoning in accordance with the proposed amendment.

*7) Decreasing property values – as a result of another Industrial business being added to the area;*

This concern is very closely related to a number of the concerns addressed above. Decreasing property values is a generalized concern that encompasses the anticipated results of all of the other concerns combined – if, for example, the area should realize greater traffic, noise and light pollution, and unsightly industrial structures.

MP18-03/DR18-03 proposes to rezone an area that is currently adjacent to an LI zone, mostly surrounded by an LI zone, and until April 2017 was an LI zone. I am unable to comment on the entire square footage of the subject area as I know only one dimension of the measurement, but I understand that it is a strip of land that is 15.4 metres wide. It sits behind the current Bud's Autobody building and to the north of the nearest residence at 127 Georgetown Road.

There are any number of factors that can decrease property values at any given time. This is a factor that fluctuates often and attributing factors can often be highly unpredictable. I agree that the placement of a large scale commercial towing operation on the lot at 678 O'Connell Drive is likely to lead to decreased property values in the nearby residential area. However, as I have noted often in this report, this is a future or proposed development concern and not a present rezoning concern.

At this time, with the remainder of the 678 O'Connell property in an LI zone, it is open to the property owner to undertake any development he sees fit provided it is compliant with LI zoning. Thus, as I have noted above, denying MP18-03/DR18-03 does not safeguard against further LI development on this piece of land. One of the written statements of Objections and Representations asks the question "has the applicant or council shown that the zone change will not result in property values going down?" With respect, I must point out that there is no obligation on either the applicant or City Council to establish that abutting property values will not decrease as a result of a rezoning amendment. Once again, it is an unfortunate consequence of living in an RMD zone that abuts an LI zone that further LI

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development has the potential to decrease property values, but in all fairness the existing LI zone has been in place and developed accordingly for years and this information has always been available to adjacent residential dwellers. It is a consequence of living near an LI area that further LI development – provided it is compliance with LI usage – may occur at any time.

*8) Public opinion;*

The question raised at the Hearing was whether City Council had considered the fact that a petition was circulated that indicates that a number of residents are opposed to Conway's Towing being moved to that area.

As the City is aware 200+ citizens signed this petition. Specifically, two of the written statements of objections and representations referred to this petition and reminded the City to take this under advisement.

Again, the matter of the development of a commercial towing business on the property is a development issue and not a rezoning issue.

The rest of the property is currently LI zoned, as it has been for a number of years. While I appreciate the neighbourhood concern, it is not within their authority to dictate land use on another property. It would be inappropriate to block the amendment on the basis that neighbours do not want to see further LI development on a lot largely zoned as LI.

*9) Is it inconsistent with the Integrated Municipal Sustainability Plan?*

*10) Has a Land Use Assessment Report Been completed?*

*11) Are there any conflict of interest concerns with City Councils or stakeholders who own or operate businesses in Smithville, or who have any connection to the Corner Brook Stream Trail system?*

Concerns 9, 10, and 11 are addressed in detail below. I have chosen to address these three concerns as they were specifically laid out in one of the written statements of objections and representations.

One of the written statements of objections and representations speaks at length about the proposed amendment being inconsistent with several of the IMSP policies. I will speak to each of these objections separately.

A) Intensification policies.

As I understand the objection, the writer's position is that allowing this rezoning amendment would be inconsistent with the intensification policies for the following reasons;

- 1) Allowing the amendment would mean an adverse impact on the adjacent uses and the character and quality of the surrounding (residential) area;
- 2) A new build on the lot would negatively impact the adjoining properties and neighbourhood;

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3) A Land Use Assessment Report has not been prepared for any future development projects on the lot.

On my reading of the IMSP Intensification Policies sections, I cannot agree that allowing the M18-03/DR18-03 amendment is inconsistent with it. Clearly, the concerns raised by this attendee are valid with respect to any future development projects and buildings on the property at 678 O'Connell Drive, but with respect strictly and exclusively to the rezoning application, the Intensification Policies, as I interpret them, are inapplicable.

Firstly, the intensification policies indicate that intensification should be encouraged in order to encourage development within the Municipal Services Area. The IMSP also recognizes that "in order to preserve the character and amenity of some neighbourhoods and areas, intensification is not necessary", and it "also addresses non-conformity with development standards within some of Corner Brook's older residential neighbourhoods". I understand this to mean that the intention of the intensification policies is to encourage further development of areas of the City that is consistent with the current land use. While I recognize that the area of concern is adjacent to a large RMD zone, the property of 678 O'Connell itself is almost exclusively LI, save for this singular strip of land that the applicant has asked to rezone. Strictly speaking, it is not inconsistent with adjacent land use to rezone this area of land, because while it is adjacent to an RMD zone, it is also surrounded by an LI zone. While practically speaking it is not an ideal location for an LI zone, the fact remains that the property is currently an LI zone. This concern fails to appreciate this fact. Therefore it is my opinion that the amendment is not inconsistent with the Intensification policy.

Having said that, the Intensification policies are intended to address development, not rezoning. At this point the City is considering a rezoning amendment. It would be appropriate to consider the Intensification policies for any future development proposal for this area, but it is irrelevant with respect to this current application.

It is correct that a Land Use Assessment Report has not been prepared in relation to this amendment. However, the IMSP does not require one for rezoning. The Land Use Assessment Report is prepared when the compatibility of proposed *uses* has not been adequately evaluated, and it is intended to assess the impacts a proposed *use or development* may have on the social, economic, and environmental sustainability of adjacent properties, the City, or the region (IMSP 2012 s.3.2.1). With respect, it is an incorrect assertion that the City is not in compliance with its own policies by not having completed a Land Use Assessment Report with regard to this amendment. At this point – the point of simply rezoning a strip of land – there is nothing to assess. At this point the City is dealing strictly with rezoning and not proposed use or development. A Land Use Assessment Report as it is described in the IMSP would be premature at this point.

B) Non-Conforming Uses:

The written statement of objection and representation quotes a portion of this section of the IMSP. The IMSP acknowledges that "context incompatible and occasionally unsightly mixes of local commercial, residential and industrial development occur in various locations throughout the City." Ultimately the IMSP suggests that "highly intrusive non-conforming uses should eventually be relocated to areas which contain similar type uses." (IMSP 2012 s.3.5.1)

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It appears that this particular area of the City would qualify as one of the areas described above. The map provided to me demonstrates that the area currently consists of RMD, LI, and GC zoning. An objective observation of the area confirms that the area is a mix of residential, commercial, and light industrial properties. The IMSP defines a non-conforming use as "one that does not conform with the requirements of the Development Regulations but it is a use which existed before the Regulations came into effect or becomes non-conforming during the period of the Plan". On my review of the IMSP and the Development Regulations, I am unable to conclude that rezoning this particular tract of land would be contrary to either. Therefore I am unable to state that it would be inconsistent with the IMSP or the Development Regulations to adopt the proposed amendment. The tract of land subject to the amendment is presently surrounded by an LI zone, was formerly LI zoned, and is on a piece of property that is currently otherwise exclusively LI zoned. To rezone this particular tract would not be an intrusion into the residential area. I am unable to conclude that the proposed amendment would qualify as a "non-conforming use" in accordance with the IMSP.

Again, this particular objection seems to speak to future development plans that may be proposed for this property. I do suggest that the City reconsider this portion of the IMSP should future use or development be proposed for the property at 678 O'Connell Drive.

C) Urban Design:

This particular section of the IMSP addresses future development. As this amendment addresses rezoning only, and not proposed development, I must conclude that, with respect to the current application, this portion of the IMSP is irrelevant. Adopting M18-03/DR18-03 would not be inconsistent with this section of the IMSP.

D) Commercial – Residential Commercial Mix:

The area under scrutiny does appear to fit the definition of a Commercial – Residential Commercial Mix area as the entire area is general has both RMD and GC zoning. I note, however, that it is not currently zoned as Residential Commercial mix. I will address this concern, as it was raised at the Hearing. However I will note that the concern is irrelevant, because the area in question is not presently a Residential Commercial Mix zone.

A visual inspection of the area confirms that land use is consistent with zoning in the area thus it consists of both residential and commercial properties. The piece of land that is the subject of this report is encompassed in an area that is currently RMD and is adjacent to an LI zone that lies next to the GC zone. I am unable to determine on a review of the IMSP whether the Commercial Policies section (IMSP 2012 s.4.4) under which this "Commercial – Residential Commercial Mix" is intended to address LI areas as well. For the purpose of this report I will assume that it does.

My understanding of the IMSP is that the intention for these Residential Commercial Mix areas is to allow for development for both in accordance with standards appropriate to each use, provided the development does not have a detrimental impact on the other. This, I believe, is what the author of the written statement of objection and representation sees as being inconsistent with the IMSP; the assumption that future LI development at 678 O'Connell would be detrimental to the adjacent residential area.



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Again, I acknowledge that this is a valid concern in terms of future development on the property. However, this portion of the IMSP addressing development and not zoning. As a result I am unable to agree that the proposed amendment is inconsistent with this part of the IMSP. Given that all of the property at 678 O'Connell Drive, but for this strip is currently LI zoned, and that the area appears to be Commercial Residential Mix, it would seem to be consistent with the policy to allow the rezoning amendment, as it is the policy's intention to allow for further development in accordance with the current land use. This area is currently LI. The parcel in question was also LI until what appears to have been an arbitrary rezoning in July 2016. It would not be inconsistent to now allow it to be rezoned in a manner that matches the current land use.

I urge the City to address the citizen's concerns regarding this area for any future development plans in this area.

E) Industrial Policies – Light Industrial Areas – Location of Uses:

The ISMP encourages the movement of incompatible industrial uses to areas that have been established for industrial use. The author of the written statement of objection and representation highlights section 23 which states, "The amenity of surrounding non-industrial areas shall be protected by keeping noise, fumes, and any hazardous aspects of the industrial operation as far as possible from the property lines dividing the industrial and non-industrial uses".

It is my opinion that this objection fails to consider the fact that the property owner at 678 O'Connell Drive presently owns this parcel of property that is – but for this section subject to the amendment – LI zoned. The IMSP does encourage movement of non-conforming industries to outer areas, but it has not been established at this point that the industry in the area is non-conforming in accordance with the IMSP.

As it stands at present, the majority of the property at 678 O'Connell Drive is LI zoned and at present it hosts an industrial business that is compliant with LI usage. The passage quoted by the author refers to guarding the amenity of surrounding areas by keeping industrial operations away from the property lines. Again, in this regard, the amendment is compliant with the policy. The rezoning would occur within the current 678 O'Connell property line, in an area that is currently LI and that is currently compliant with LI usage. It is my opinion that it would not be an appropriate use of authority to deny the amendment for the purpose of – eventually – forcing the property owner to relocate the existing business which does not appear to be non-complaint with zoning uses in any way. If the amendment proposed to rezone a portion of land that was not presently surrounded by an LI zone this may be a legitimate consideration, but the fact that this amendment addresses land currently sitting in an otherwise LI zone makes this consideration moot.

F) Solid Waste/ Scrapyard:

This objection refers specifically to Conway's Towing at its property on Brook Street. As the current application deals strictly with rezoning I am unable to conclude that this is a relevant consideration. It is something that can be addressed in any future development plans for the property, but assumptions should not be made with respect to future land uses in determining the adoption of a rezoning amendment.

G) Conflicts of Interest

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The written statement of objection and representation refers to a portion of the IMSP which describes the area of Smithville and outlines future development goals for the area. Smithville is the current location of Conway's Towing. Conway's Towing is owned by the property owner at 678 O'Connell Drive. The assumption of the author of the statement is that Conway's Towing will move to this property.

This portion of the IMSP indicates that goal is to revitalize Smithville, to relocate industrial uses, and to make Smithville a mixed commercial and residential area. It references making Smithville a focal point for pedestrian traffic and users of the Corner Brook Stream Trail system.

The policy states at s.5.5.3 is to "seek to work in partnership with landowners in the area to bring about the area's redevelopment and encourage existing owners of industrial properties to relocate to more appropriate sites within the designated industrial parks".

I asked the author to clarify this concern at the Public Hearing. My understanding is that the concern is whether there are any current City Councilors who have any property or business interests in either Smithville, or in areas accessible from the Corner Brook Stream Trail and, if there are, is it a conflict of interest for these Councilors to have a vote regarding this amendment. The attendee's concern is that any Councilor with a property or business interest either in Smithville or an area accessible by the Corner Brook Stream Trail, would have a personal interest in seeing Smithville revitalized and consequently seeing Conway's Towing – one of the several current industrial businesses in the Smithville area – relocated from the area to another location. The attendee's opinion is that if a Councilor has such an interest, his vote may be guided by personal business and property concerns rather than by constituent concerns.

Once again, this concern operates on the assumption that Conway's Towing will move to 678 O'Connell Drive should M18-03/DR18-03 be adopted. I do not believe that this is a valid concern with respect to the proposed amendment.

There are several assumptions that must be made in order to draw the conclusion that a Councilor with a business interest as noted would stand to gain with a vote in support of M18-03/DR18-03. One would have to establish that a vote in favour of the amendment would 1) result in Conway's Towing moving out of Smithville, 2) consequently result in the revitalization of Smithville, 2) and consequently result in increased business for the concerned Councilor.

A Councilor is an official, elected by the community, who may or may not have held local business interests prior to being elected. The potential redevelopment of Smithville is a policy directive established pre-2012 by another Council. As a community member and Councilor, they are fully within their rights to vote on matters arising as a result of policy developments. A Councilor may also have an industrial business in Smithville. Would this, by extension of this reasoning, be cause for that Councilor to vote against the proposed amendment? By this reasoning that would present a conflict of interest as well. As there is no proposal relating to Smithville development and no direct business interest of any Councilor involved in the proposal, there is no conflict of interest. As well, the intent of the Smithville policy is to encourage industrial relocation to the designated business parks which include Lundrigan Drive, Watsons Pond Industrial Park, and most of Maple Valley. It is recognized that the LI use zone exists at O'Connell Drive and Georgetown Road, although diminished in recent years.

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Indeed, if there are Councilors who stand to make personal gains, economical or otherwise, as a result of any matter upon which they have the right to vote, the details should be provided to Council before a vote is taken, and Council should decide accordingly whether a conflict of interest exists. This is something to keep in mind with regard to further development in this particular area, but it is not a concern at this time with respect to this proposed amendment

**Additional Notes:**

**Buffer Strips;**

I note that 2012 Development Regulations require that "any industrial development permitted in any Use Zones (which) abuts an existing or proposed residential area, or is separated by a road only, the owner of the site of the industrial development shall provide a buffer strip not less than ten (10) metres wide between any residential activity and the industrial area". (DR 2012 s.65 *Buffer Strips*)

This means that, at present and as a result of the April 2017 rezoning of a portion of the 678 O'Connell Drive Property, the property owner currently does not have LI use of at least 25.4 metres of his property. With the adoption of the proposed amendment, while an area of 15.4 metres would be rezoned, the property owner would still be required to provide a buffer strip of ten metres. Therefore, he would actually only have access to a 5.4 metre strip for actual development. Realistically this will create a relatively small "new" area for industrial development.

As was noted above the first zone change was initially rezoned along an incorrect property boundary which resulted in the need for the second 2017 rezoning to expand the RMD zone to include all the residential property at 127 Georgetown Road. As was noted, only 5.4 meters was required to match the zoning boundary at the property lines, but for reasons or justifications unknown, the RMD zone change extended an additional 10 metres onto 678 O'Connell Drive.

It is possible that this addition of 10 metres on the RMD 2017 zone change was an attempt to apply a 10m buffer strip as per DR 2012 s.65. If this is the case, this was an incorrect approach to DR implementation.

As Council is undoubtedly aware, the buffer strip required by DR 2012 s.65 is not a line that is intended to be reflected in the mapped zoning boundary. Rather, it must be identified on a site plan submitted for engineering and development inspector review at the site plan stage. The buffer strip area, while it cannot contain an actual structure, remains a part of the LI zone.

The rezoning amendment deals with a small strip of land that was previously zoned LI until 2017, and at that time appears to have been rezoned arbitrarily. Background information supplied by the City Planning Technician provides that prior to the 2017 amendment there was uncertainty about property ownership based on survey information provided from the land owners. Due to an error in the survey information, the amendment of 2016 resulted in establishing the LI / RMD zoning boundary directly within the residential lot as opposed to establishing on the property lines where the zone and corresponding use changes. While the 2017 amendment was intended to rectify the error, and should have resulted in matching the zoning boundary with the property boundaries, the zoning boundary seems to be situated into the property of 678 O'Connell Drive by a distance of 15.4 metres for no apparent or documented reason.

Commissioner's Report concerning MP18-03/DR13-08 and Public Hearing

Commercial Towing business;

A question was asked at the Public Hearing regarding whether a 24/7 commercial towing operation and spray-in liner business would qualify as Light Industrial in accordance with the City's description of that type of land use. It is not a part of the terms of reference of this report to consider that question. However, I would urge the City to consider this should it become relevant.

I am unable to find anything in the Development Regulations that addresses or would encompass a commercial automobile towing business. The use appears to be permitted as a 'general garage' use, however the definition of 'general garage', as provided in Schedule B of the Development Regulations, does not seem to speak to commercial towing. The Schedule B definition states: General Garage - Land or buildings used exclusively for repair, maintenance and storage of motor vehicles and may include the sale of gasoline or diesel fuel. This does not appear to include commercial towing.

**Recommendations:**

The City is required to assess an amendment application in accordance with its policies and regulations found in the IMSP and related Development Regulations. Thus it is the responsibility of the City to review and consider the objections raised, but unless the proposed amendment is contrary to Development Regulations, it should be approved. In this regard, I make the following recommendations;

Recommendation One:

The present zoning at 678 O'Connell Drive is inconsistent with the originally approved property use. Prior to the 2016 and 2017 zone changes the entire property was LI, and was (and continues to be) occupied by an LI business. As I understand the history of the property and the zone changes, the 2016 and 2017 changes were made with no resistance from the current land owner and with the intention to accommodate a residential build at 129 Georgetown Road.

The excess Northern movement of the RMD zone onto the property at 678 O'Connell Drive appears to have been arbitrary, unnecessary, and unjustified. There does not seem to be any legitimate justification for the additional 10 metres.

I recommend that the amendment be adopted and the zoning boundary be re-established at the property boundaries of 678 O'Connell Drive and 127 Georgetown Road.

Recommendation Two:

I recommend that the owner at 678 O'Connell Drive be required to consult with the City on any and all new site developments or potential building developments as normal, including but not limited to, grading and proposed structural developments so that potential screening requirements for buffer strips and requirements to address site drainage will be assessed at that time.

Other potential items and concerns should be addressed at that time including any and all Provincial

Commissioner's Report concerning MP18-03/DR13-08 and Public Hearing

government review requirements.

Recommendation Three:

I recommend that the City address the gap in the Development Regulations to include a Commercial Towing definition and define precisely under which zoning it is permitted.

Recommendation Four:

I recommend that City Council ensure that concerned citizens are notified of any future development plans in this area, and that they are given a similar opportunity to speak to issues and concerns regarding any future development before it occurs.

Recommendation Five:

I recommend that the City require a Land Use Assessment Report be supplied for any future proposed uses or developments on this property, given the public concern surrounding it.

This completes my duties as the Hearing Commissioner in relation to proposed amendment MP18-03/DR18-03. If you have any questions or concerns regarding this report, its content, or recommendations please do not hesitate to contact me.



Trina Simms  
Hearing Commissioner  
A Barrister and Solicitor in the Province  
of Newfoundland and Labrador



# REQUEST FOR DECISION

## *Finance and Administration*

### **SUBJECT: EASEMENT – EAST VALLEY ROAD**

**DESCRIPTION:** The City of Corner Brook has been approached by Bell Canada who is requesting an easement located on East Valley Road. This land was deeded to the City from Bowater’s in 1961 and been in the City’s possession ever since. This line was found when the City was upgrading the storm sewer in the area and then informed Bell Canada that an easement needs to be in place. This easement has an area of 54 m<sup>2</sup> (581ft<sup>2</sup>) and located in an Open Space Zone (OS).

**PROPOSED MOTION:** it is **RESOLVED** that Council approve the execution of the attached Easement Agreement for 54 m<sup>2</sup> (581ft<sup>2</sup>) with Bell Canada for City land located on East Valley Road.

### **IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** Staff recommends the approval of the attached Easement Agreement for 54 m<sup>2</sup> (581ft<sup>2</sup>) with Bell Canada for City land located on East Valley Road.

### **Legislative Authority:**

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

**Estimated Payout: \$0.00**

### **STANDING COMMITTEE COMMENTS:**

Implication:

### **BACKGROUND:**

Report/Document:     Draft Easement Agreement  
                               Easement Survey  
                               Proposed Land Sale Drawing  
                               1961 Survey of City Land from Bowater’s

Submitted by: Brandon Duffy

Date: October 31, 2018

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_





THIS INDENTURE made at Corner Brook , in the Province of Newfoundland & Labrador Canada, this \_\_\_ day of \_\_\_\_\_, Anno Domini, Two Thousand and Eighteen.

BETWEEN

**CITY OF CORNER BROOK**, a body corporate, existing and continuing under the provisions of The City of Corner Brook Act, RSNL 1990, c. C-15 as amended;

(hereinafter called "the Grantor(s)")

of the one part

**BELL CANADA**, a body corporate governed by the Canada Business Corporations Act, having its registered office at 1050 Beaver Hall Hill, Suite 1900, Montreal, Quebec, H2Z 1S4;

(hereinafter called "the Grantees")

of the other part

WHEREAS the Grantees own and operate facilities for the transmission of electrical energy and telecommunications signals over lands within the Province of Newfoundland and Labrador;

AND WHEREAS the Grantor has agreed to grant to the Grantees a right-of-way for the construction, operation, maintenance and replacement of underground and aerial facilities for the transmission of electrical energy and telecommunications signals and cable television services across the lands of the Grantor described in the Schedule "A" (description and plan) attached hereto and forming part hereof (hereinafter referred to as "the Easement Lands");

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One Dollar (\$1.00) paid to the Grantor by the Grantees on or before the execution of these presents (the receipt whereof is hereby acknowledged) the Grantor as beneficial owner hereby grants and assigns unto the Grantees THE FULL RIGHT AND LIBERTY to enter upon the Easement Lands at all times, by day and by night, with or without motor vehicles, sleds, and hand-drawn equipment and machinery, implements, and tools of all sorts AND to erect, maintain, repair, renew, replace, rebuild and install on, over and under the Easement Lands such facilities including poles, towers, anchors, guys, cables, underground ducts and other equipment as may be required for the transmission telecommunications signals or cable television services AND to remove, cut and trim all trees, shrubbery, hay, crops, and other things growing on the Easement Lands to facilitate traversing the Easement Lands and the installation, maintenance and renewal of the facilities for the transmission of electrical energy, telecommunications signals or cable television services TO HOLD the said rights unto the Grantees and their successors and assigns forever.

AND THE GRANTOR COVENANT(S)

- 1. Not to construct or place on the Easement Lands any building or obstruction.
- 2. Not to excavate, dig, fill in or in any way alter the grade on the Easement Lands by more than twenty (20) centimetres without the prior written consent of the Grantees, which consent shall not be unreasonably withheld.

AND THE GRANTEES COVENANT

- 1. To carry out their activities on the Easement Lands in such a manner as to minimize the interference with the Grantor(s) reasonable enjoyment thereof.
- 2. In the event that it is necessary to disturb the Easement Lands during the course of their activities, to restore the Easement Lands to as near as reasonably possible to its former condition upon completion of those activities.

IN WITNESS WHEREOF the parties have caused these presents to be executed the day and year first above written.

SIGNED, SEALED AND DELIVERED ) \_\_\_\_\_  
 by the Grantor(s) ) \_\_\_\_\_  
 in the presence of: ) \_\_\_\_\_  
 ) \_\_\_\_\_  
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 ) \_\_\_\_\_

EXECUTED on behalf of Bell Canada ) \_\_\_\_\_  
 by its duly authorized signing authorities ) \_\_\_\_\_  
 in the presence of: ) \_\_\_\_\_  
 ) \_\_\_\_\_  
 ) \_\_\_\_\_  
 ) \_\_\_\_\_  
 ) \_\_\_\_\_  
 ) \_\_\_\_\_

**Schedule "A"**  
(Legal description and survey)

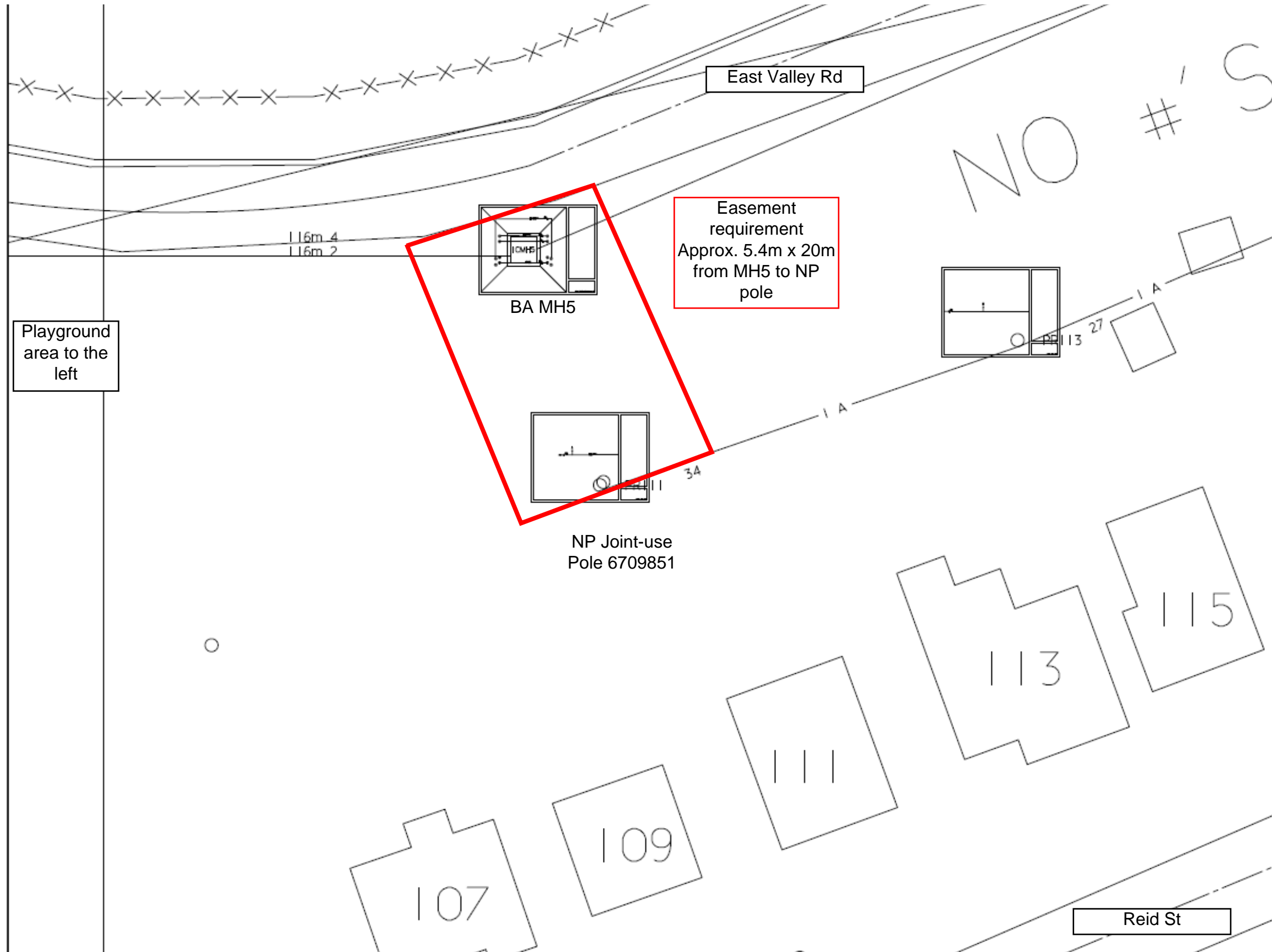




Not to scale

TITLE	FDSA	SHEET	REV	DATE	DESCRIPTION	COMPLETED BY	ORIENTATION
East Valley Road	N/A	1	0	October 9, 2018		Chelsea Cassell	ZOOM LEVEL
CLLI - EXCHANGE		Network #					REFERENCE SCALE
Corner Brook - CRBKNF02		M46878					





Not to scale

TITLE	FDSA	SHEET	REV	DATE	DESCRIPTION	COMPLETED BY	ORIENTATION
East Valley Road	N/A	2	0	October 9, 2018		Chelsea Cassell	ZOOM LEVEL
CLLI - EXCHANGE	Network #						REFERENCE SCALE
Corner Brook - CRBKNF02	M46878						



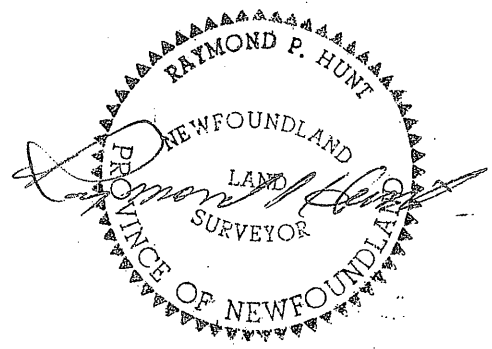
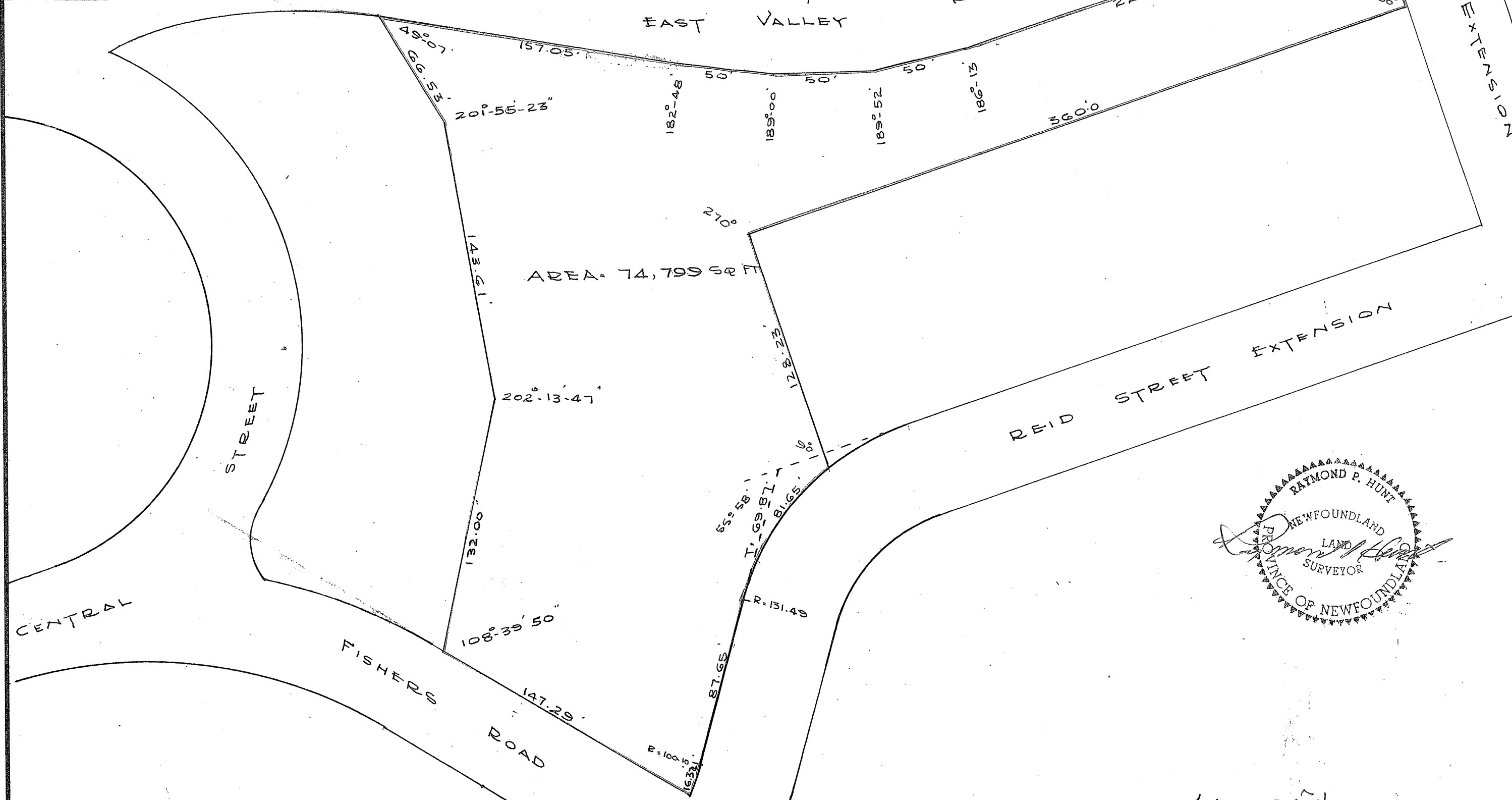
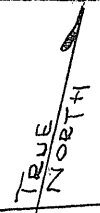


# DRAWING NO 281599

FORM B-455

**BOWATER'S NEWFOUNDLAND PULP & PAPER MILLS LTD. CORNER BROOK NFLD.**

SCALE 1" = 50'	DATE July 11th 1961	JOB NO.
DRAWN BY R. Hunt	TRACED BY L. Hunt	CHECKED BY
SUBJECT LAND APPLIED FOR BY THE CORNER BROOK MUNICIPAL COUNCIL		



DRAWING No. 281599 File 1351

NO.	DATE	REVISIONS	BY	CHECKED





**DESCRIPTION OF EASEMENT FOR  
BELL ALIANT  
EAST VALLEY ROAD, CORNER BROOK, NL**

All that piece or parcel of land situate and being at East Valley Road, abutted and bounded as follows, that is to say:

Beginning at a survey marker on southerly limit of East Valley road, the said point being the most northeasterly angle of the herein described parcel and having co-ordinates of North 5,423,935.236 and East 346,496.556;

Thence running by land of the City of Corner Brook, south seven degrees fifty-nine minutes twenty-six seconds east (S 7° 59' 26" E) seventeen decimal six eight one (17.681) metres to a point;

Thence running by land of Janet Bonnell Civic No. 111 and by land of Donald Sutton Civic No. 109, south sixty-seven degrees forty-eight minutes forty-one seconds west (S 67° 48' 41" W) three decimal zero nine five (3.095) metres to a point;

Thence running by land of the City of Corner Brook, north seven degrees fifty-nine minutes twenty-six seconds west (N 7° 59' 26" W) eighteen decimal zero two zero (18.020) metres to a point;

Thence running by along the southerly limit of East Valley Road, north seventy-four degrees one minute forty-one seconds east (N 74° 01' 41" E) three decimal zero two nine (3.029) metres; more or less, to the point of beginning and being more particularly shown and delineated on the attached plan;

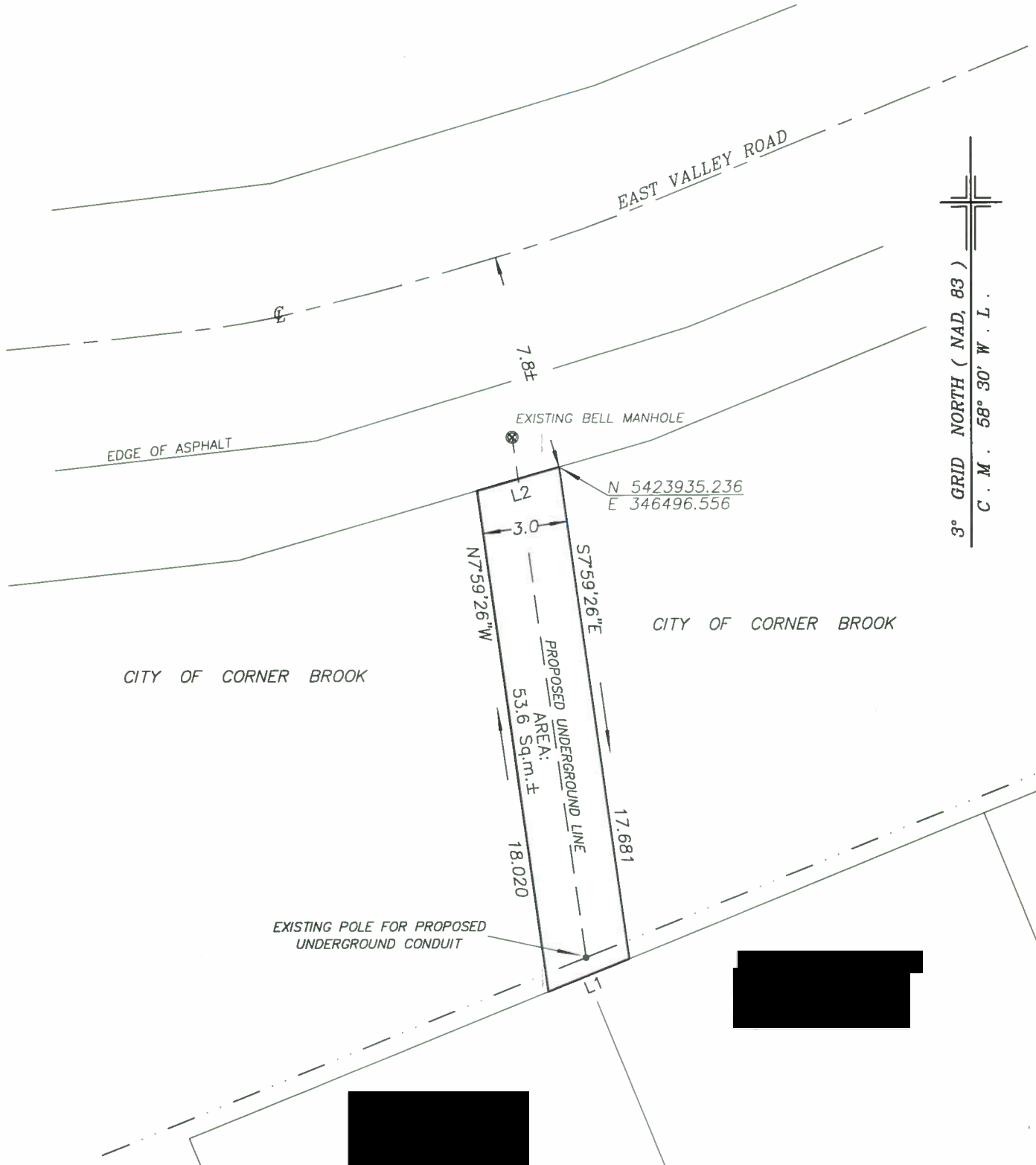
The above described land contains an area of fifty-three decimal six (53.6) square metres, more or less;

All bearings referenced to the Meridian of fifty-eight degrees thirty minutes west longitude of the Three Degree Modified Transverse Mercator Projection, Zone 3, NAD 83 for the Province of Newfoundland and Labrador.

Yates and Woods Limited  
18336

October 26, 2018





3° GRID NORTH ( NAD, 83 )  
C . M . 58° 30' W . L .

**LEGEND**

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

NUM	BEARING	DISTANCE
L1	S67°48'41"W	3.095
L2	N74°01'41"E	3.029

REFERENCE MONUMENTS : 77G2473 N 5,424,193.646 E 346,437.769  
( COMBINED SCALE FACTOR : 0.999908 )  
94G5061 N 5,423,588.951 E 347,740.606

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES MEASURED IN METERS .

**YATES AND WOODS LTD.**

NEWFOUNDLAND LAND SURVEYORS

53 CARIBOU ROAD CORNER BROOK, NL.

A2H 4W8 TEL. 639-9177 E-mail: yatesandwoods@bellaliant.com



**SURVEY PLAN OF EASEMENT FOR  
BELL ALIANT  
EAST VALLEY ROAD , CORNER BROOK , NL .**

SCALE: 1 : 200

DWG. NO. 18336

DRAWN BY C.C.K.

DATE: OCT. 26 , 2018

## NOTICE OF MOTION

### *Finance & Administration*

#### SUBJECT: CITY OF CORNER BROOK COUNCIL REMUNERATION AND REIMBURSEMENT REGULATIONS

**DESCRIPTION:** The current City of Corner Brook Council Remuneration and Reimbursement Regulations were enacted in 2003 and have had a number of amendments since that time.

In June 2017 the Federal government Bill C44 received royal assent. Amongst other things, this Bill removed the ability for any municipality to pay up to one third of a Councillor's remuneration as a non-taxable expense allowance. The current version of the Regulation had included this condition, and now has to be removed in order to comply with Federal legislation. Also as a result of this legislation change, it is proposed to adjust the Council remuneration effective January 2019 accordingly to reflect a neutral impact on a Council's net salary. A final change that is proposed that the Regulation include an automatic review of the Council remuneration in the third year of each Council's term. Any recommended change as a part of that review in remuneration would not be implemented prior to the first month of office for the newly elected Council.

The annual adjustments included in the Regulation are:

Mayor: from \$23,000 taxable + \$11,500 non-taxable to \$39,300 taxable

Deputy Mayor: from \$16,000 taxable + \$8,000 non-taxable to \$27,120 taxable

Councillor: from \$15,000 taxable + \$7,500 non-taxable to \$25,380 taxable

#### NOTICE OF MOTION

**PROPOSED MOTION:** It is **RESOLVED** to repeal the existing City of Corner Brook Council Remuneration and Reimbursement Regulations and any related amendments in their entirety effective December 31, 2018. Be it **FURTHER RESOLVED**, to approve the City of Corner Brook Council Remuneration and Reimbursement Regulations 2018 effective January 1, 2019.

This Motion will be voted on at the next scheduled Public Meeting on November 19, 2018.

Submitted by: Dale Park

Date: November 1, 2018

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_



**Published by Authority**

Pursuant to authority conferred by Section 18 of The City of Corner Brook Act, Chapter C-15, RSN 1990, the City of Corner Brook has made the following regulations.

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Mayor

---

City Clerk

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**Regulations**

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

5. The annual remuneration package will include group life insurance coverage in the amount of \$30,000, accidental death and dismemberment benefits and enrollment, if desired by the Councillor, in the City of Comer Brook health and dental insurance program. All premiums for the coverage included in this section shall be 100% paid by the City of Comer Brook, provided the Councillor meets the terms and conditions of the program.
6. Remuneration paid pursuant to Section 3 shall be:
  - a. Paid on the last Thursday of each month by direct deposit to an account at a chartered bank as designated by each Councillor;
  - b. Identified on a statement of earnings and deductions to be made available to each Councillor each month.
7. In the event of a leave of absence being approved for a Councillor by Council, the Councillor will be entitled to a pro-rated share of remuneration for the month or part month work prior to the leave of absence being approved.
8. Notwithstanding section 7, upon the resignation of a Councillor, the departure from the Office of Councillor during the general election process, or the election of a Councillor during a by-election or general election, a Councillor will be entitled to a pro-rated share of remuneration for the applicable month.
9. A Councillor assuming the Office of Mayor or Deputy Mayor due to the resignation of the incumbent, will be entitled to a pro-rated share of remuneration at the Mayor/Deputy Mayor rate as applicable from the date of assuming the office.
10. Subject to Section 11, the Council shall reimburse a Councillor in accordance with these regulations for expenses incurred in the conduct of municipal business authorized by the Council.
11. Notwithstanding Section 11 the expenses for which a Councillor may be reimbursed shall be as follows:
  - a. for accommodation, the actual cost as verified by receipt, or for private accommodations at a rate to be fixed by Council in the *Travel Expenses – Accommodations Policy*;
  - b. for transportation
    - i. In the case of the use of a personal vehicle, at a rate per kilometer as approved by Council in the *Travel Expenses – Automobile Usage Policy*;
    - ii. or a fixed car allowance of \$200 per month for the Mayor for use of his/her personal vehicle in carrying out the duties of the office of Mayor;
    - iii. In the case of the use of other transportation, costs as verified by receipt;

- c. for per diem including meals, at a rate to be fixed by Council in the *Travel Claim – Council Policy*;
  - d. Other expenses as provided in the *Travel Claim – Miscellaneous Policy*.
  - e. Loss of substantiated income or vacation leave for a normal work day when they are required to take time from their jobs for City business obligations or responsibilities. Claims must be based on the following criteria:
    - i. The City business obligation and responsibility must be prior approved by Council;
    - ii. Travel must be funded from the Council budget allocation;
    - iii. A maximum of \$250 per diem will be reimbursed to the employer or Councillor;
    - iv. The maximum number of days that may be claimed and reimbursed in a calendar year is five (5) days. The five (5) days will be prorated for any Councillor joining Council during a calendar year.
12. A Councillor may be reimbursed for the expenses referred to in Section 11 by submitting to the City Clerk or his/her designate a claim in such form as the Council may authorize.
13. A claim submitted pursuant to section 12 shall be certified by the City Manager or his/her designate and shall be paid by Council cheque or direct deposit as determined by the City.
14. A summary of Council travel expense by Councillor will be provided to Council semi-annually and reported on at a public meeting.
15. In the third year of each Council's term, Council shall conduct a comparative benchmarking exercise to review the current Council remuneration with other municipalities in the Province and those of similar size and circumstances. The benchmarking review shall be conducted by an external and independent third party. Any recommendation for a change in the Council remuneration from such review shall be implemented not prior to the first month of office for the next elected Council.
16. All previously adopted minutes pertaining to Councillors' remuneration and reimbursement are hereby repealed.
17. These regulations were adopted by resolution at a meeting of Council held on the \_\_\_\_ day of \_\_\_\_\_, 2018 and will come into effect on the 1<sup>st</sup> day of January 2019.

**Appendix “A”**  
**Schedule of Remuneration**

	<b><u>2019</u></b>
Mayor	\$39,300
Deputy Mayor	\$27,120
Councillor	\$25,380



# REQUEST FOR DECISION

**SUBJECT: LEASE – FOREVER YOUNG FITNESS CENTRE LIMITED**

**DESCRIPTION:** The City of Corner Brook has recently reached an agreement with the operators of the Forever Young Fitness Centre Limited for the space that they occupy at the Civic Centre. The previous agreement that was signed in 2014 and set to expire in January 2019. FYFC had an option for an additional five (5) years subject to an agreement on rental rates. To replace that option agreement, the City and FYFC have reached an agreement on a three (3) year term expiring July 31, 2021 for annual lease payments of \$60,971.68 plus HST.

**PROPOSED MOTION:** It is **RESOLVED** to approve the ratification of the three (3) year lease agreement between the City of Corner Brook and Forever Young Fitness Centre Limited for annual lease payments of \$60,971.68 plus HST.

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**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** Staff recommended the City ratify the agreement.

**Legislative Authority:**

**Estimated Cost:**

**Budget Line Item:**

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**STANDING COMMITTEE COMMENTS:**

**BACKGROUND:**

Report/Document:

Submitted by: Dale Park

Date: October 27, 2018

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_



**THIS AGREEMENT** made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BETWEEN:** **CITY OF CORNER BROOK** and **CORNER BROOK CITY COUNCIL**, bodies 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:** **FOREVER YOUNG FITNESS CENTRE LIMITED**, a body corporate duly registered with the Registry of Companies in the Province of Newfoundland and Labrador (hereinafter referred to as "the Tenant")

**WHEREAS** the Landlord is the owner of property known as civic address number 1 Canada Games Place in the City of Corner Brook, Province of Newfoundland and Labrador and described in "Schedule A" annexed hereto (hereinafter referred to as "the Property")

**AND WHEREAS** the Tenant desires to lease the portion of the Property described as outlined in yellow in the floor plan annexed hereto as "Schedule B", (hereinafter referred to as "the Premises") on the terms and conditions hereinafter set out;

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

**Demised Premises:**

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

**Term:**

2. A. The term of lease shall be a period of three (3) years commencing on August 1<sup>st</sup>, 2018 and terminating on July 31<sup>st</sup>, 2021 subject to any rights of termination as otherwise provided in this Agreement.

**Payments:**

3. A. The Tenant shall pay the Landlord rent consisting of a fixed annual portion of Sixty Thousand Nine Hundred Seventy One dollars and Sixty Eight cents (\$60,971.68), plus HST

for each year of tenancy payable in equal monthly installments of Five Thousand Eighty dollars and Ninety Seven cents (\$5080.97) plus HST with the first installment due on the first day of each month during tenancy. The rent includes the cost of heat and electricity for the Premises, subject to the provisions of payment for electricity as set out in clause 4 herein.

- B. In addition to rent, the Tenant shall pay to the Landlord in full and on time the following:
- i. all municipal taxes levied against the Tenant;
  - ii. all payments due to the Landlord as prescribed in the promissory note from the Tenant to the Landlord dated September 30, 2018 for the sum of \$66,311.86; and
  - iii. the cost of electricity to the Premises, which shall be separately metred from the rest of the Property.
4. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30<sup>th</sup>) 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 2018 budget of the Landlord is 10.5% per annum.

**Overholding:**

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

**Termination and Default:**

6. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Tenant has not paid rent, electricity, municipal taxes, or payments under the promissory note with the Landlord dated August 1, 2018, or is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate re-entry in the Premises and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule C annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with

- like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.
7. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Landlord is in default in the performance of any covenants, terms and conditions herein set forth to be performed, save and except for any reduction in services due to picket lines, work stoppages, or other forms of labour unrest of the employees of the Landlord, the Tenant shall have the right to terminate this Agreement within ten (10) days by serving the Landlord with a Notice to Quit in the form set out in Schedule C annexed hereto, with such changes as necessary. Upon expiry of the period set out in the Notice to Quit, the rights of the Tenant and Landlord under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.
  8. A. In case of damage to the Premises by fire, lightning, tempest, other acts of God, wars, riots or insurrection restricting the continued use of the Premises, and the Landlord, instead of rebuilding or making the Premises fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 2 herein, terminate this lease on giving to the Tenant within thirty (30) days after the damage notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Premises to the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.
  - B. Notwithstanding the term of lease set out in clause 2 of this Agreement, in the event that the Premises and/or the Property requires significant capital expenditures, exceeding the sum of Ten Thousand dollars (\$10,000.00) which are necessary for the Tenant to continue in its use of the Premises as a Fitness Centre, the Landlord may terminate this lease and discontinue the Tenant's occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto (with such changes as necessary), at least one month prior to the date on which the Premises will be vacated.
  9. Upon termination of the Tenant's occupation of the Premises in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and

be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant or any improvements made to the Premises by the Tenant.

10. Upon failure by the Landlord or Tenant to make significant progress towards complying with any covenant(s) incumbent upon it under this Agreement within thirty (30) days after written notice requiring such compliance is given by one party to the other, the party giving notice may enter the Premises and fulfill such covenant(s) at the sole expense of the other party, who shall forthwith upon being invoiced for same reimburse the party giving notice who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents either party from electing to terminate this tenancy for default as provided for in other provisions of this Agreement.

**Quiet Enjoyment:**

11. Subject to the rights of re-entry otherwise provided in this agreement and subject to any necessary re-entry due to an emergency pertaining to the Premises (including but not limited to water or fire emergencies), the Landlord covenants with the Tenant for quiet enjoyment.

**Tenant's Covenants:**

12. The Tenant covenants with the Landlord:
- a. To pay when due rent, electricity, municipal taxes, and payments owing under the promissory note from the Tenant to the Landlord dated August 1<sup>st</sup>, 2018;
  - b. To vacate the Premises on request of the Landlord in accordance with this Agreement;
  - c. To not make any changes to the Premises, except in accordance with plans submitted to and approved by the Landlord;
  - d. To remove its own garbage and keep the Premises in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in the Premises;
  - e. To use the Premises only for the purposes of a Fitness Centre;
  - f. Not to transfer, assign or sublet any rights under this Agreement without first obtaining written permission of the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting;

- g. Not to erect any signs, advertisements, or other structure on the outside of the Premises or on the Property without first obtaining the written consent of the Landlord;
- h. To ensure that nothing is done or kept at or on the Premises which is or may be a nuisance or which causes damage to or interference with other tenants or usage of the Property or any adjoining property;
- i. To ensure that any sound produced on the Premises are kept at a level such that they are not heard in other parts of the Property;
- j. To ensure that only the Premises are utilized by the Tenant, and no other part or portion of the Property;
- k. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Premises and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- l. To keep the Premises smoke-free and scent free in accordance with the Landlord's policies annexed hereto as "Schedule D" as though the premises were the Landlord's workplace;
- m. Upon termination of the tenancy, at its own risk and expense, to remove from the Premises within the timeframe set out in the Notice to Quit, any chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Premises in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;
- n. To provide the Landlord with access to the Premises in accordance with this agreement;
- o. To ensure that the external doors remain locked and securely closed save and except for those times the doors have been unlocked by the Landlord or when an employee of the Tenant is on duty at the Premises and is providing a reasonably secure level of monitoring public access to the Property;
- p. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as though the Tenant were an Agent of the Crown;
- q. To repair and maintain and keep repaired and maintained the Premises in substantially the same condition as of the commencement of lease, reasonable wear and tear through normal use and damage by fire, lightning and tempest and

any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing from the Landlord, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted. For further clarification and not in any way to limit the generality of the forgoing, the Tenant is responsible at its own expense, for maintenance and replacement of heating, ventilation, and air-conditioning equipment that services the Premises and maintenance and repair of windows, doors, plumbing fixtures and lines, electrical wiring, floor coverings, painting, and interior walls of the Premises ;

- r. To pay all municipal taxes and rates levied against the Premises;
- s. To not overload any part of the Premises including the floors, roof deck, and walls;
- t. To not exceed or overload the capacity of the utility facilities or the electrical wiring and service in the Premises;
- u. To permit the Landlord or its agents to enter upon the Premises at any time during normal business hours for the purpose of inspecting the Premises and with forty eight (48) hours advance notice for the purpose of making repairs, alterations or improvements to the Premises, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Premises, including but not limited to keys and access codes; and
- v. 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 Premises at any time during the Term is exempt from levy by distress..

### **Landlord's Covenants:**

#### 13. The Landlord covenants with the Tenant:

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this agreement, and subject to the Landlord's right to the use and enjoyment of the remainder of its Property that does not comprise the Premises;



- b. Where reasonably practicable, to provide notice to the Tenant at least twenty-four (24) hours in advance of any use of the Property that may significantly disrupt the use and enjoyment of the Premises by the Tenant, including but not limited to construction activities, floor maintenance/replacement and floor waxing.
- c. To maintain and pay for real property insurance in respect of the Premises;
- d. To provide snow clearing for the parking lot during the Landlord's regular business hours.
- e. To provide, throughout the term of this lease, (subject to such other provisions set out in this Agreement regarding payment for utilities), water, heat and electricity; but the Landlord shall not be liable for the failure to provide such utilities when such failure is beyond the Landlord's control.

**As Is/Conversion of Premises:**

- 14. The Tenant accepts the Premises in the condition existing at the date of signing this Agreement and the Tenant shall be responsible for the cost of any alteration or improvements required in order to use the Premises as a Fitness Centre. The Tenant agrees that any improvements made to the Premises by the Tenant shall become the property of the Landlord without any compensation therefor to the Tenant.
- 15. The Tenant agrees that the Landlord will require access to the Premises for the purpose of construction work to convert three of the squash courts that were previously leased by the Tenant to other uses. The Tenant agrees that the Landlord shall not be liable to the Tenant for any loss of use or enjoyment of the premises or loss of business that may result from this construction work. The Landlord will seek to minimize interruption to the Tenant's Premises where possible.

**Liability and Indemnity:**

- 16. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Premises however caused.
- 17. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace*

*Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Premises or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.

18. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Premises, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
19. The Tenant agrees to indemnify the Landlord for any damage to the Premises or its furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said premises by reason of the use thereof by the Tenant.
20. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by any other Tenant.
21. The Tenant shall, at all times during occupancy of the Premises, at its own expense maintain in force insurance coverage with respect to the contents of the demised Premises and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and occupation of the Premises, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:

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

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

22. 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:**

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

- a. In the case of notice to the Landlord to:

City Clerk  
 City of Corner Brook  
 P.O. Box 1080  
 Corner Brook, NL  
 A2H 6E1

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

Craig Anderson or Susan Anderson  
 PO Box 194  
 Corner Brook, NL  
 A2H 6C7

Or to such other address and/or addressee as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the

handling or delivery thereof, on the fifth (5<sup>th</sup>) business day, excluding Saturdays, next following the date of mailing.

**General:**

24.

- A. No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this Agreement at any time shall affect the Landlord's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
- B. No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- C. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.
- D. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.

25. 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.

26. 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.

27. 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.

28. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or

in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Premises and which may be modified only by further written agreement under seal.

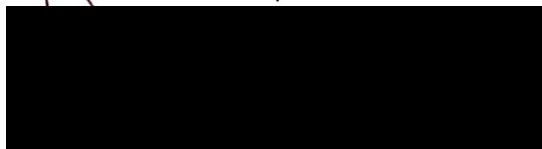
29. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
30. The provisions of this indenture shall be binding upon and enure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.
31. All Payments under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer:

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

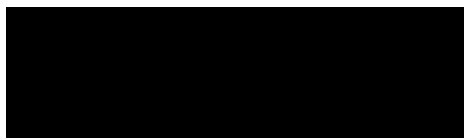
32. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
33. Words importing the singular number shall include the plural and vice versa.
34. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of Newfoundland and Labrador, and the laws of Canada, as applicable. In the event any matter under this contract requires court action, the parties agree to attorn to the jurisdiction of the Supreme Court in the City of Corner Brook.

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

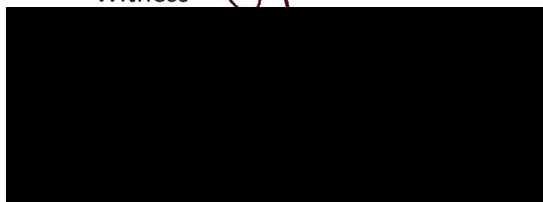
SIGNED SEALED AND DELIVERED  
this 4 day of October, 2018 by  
The Tenant in the presence of:



Witness (1)



Craig Anderson



witness (1)



Susan Anderson

SIGNED SEALED AND DELIVERED  
this \_\_\_ day of \_\_\_\_\_, 2018 by  
The Landlord in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

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



Schedule "C"

**NOTICE TO QUIT**

*Corner Brook City Council (CBCC)* hereby gives notice to *Forever Young Fitness Centre Limited* to quit occupation of the Premises known as the Civic Centre, Canada Games Place, 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 the parties dated \_\_\_\_\_.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Signed on behalf of CBCC by:

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





## REQUEST FOR DECISION

**SUBJECT: LETTER UNDERSTANDING – CORNER BROOK MUSUEM & ARCHIVES**

**DESCRIPTION:** The Corner Brook Museum & Archives has identified an opportunity to develop current undeveloped space between the Museum and City Hall. This space would be referred to as “The Commons” and would be used for:

- Partnerships with other community groups for arts, heritage, culture and civic activity
- Exhibition space for the museum and community groups
- Cruise ship and Visitor Welcome Centre

The Corner Brook Museum & Archives is in the process of securing funding for this proposed development and have requested the City provide them permission to develop and lease this space. The previous letter of understanding expired in September 2017, and this updated version will extend it until December 31, 2019.

**PROPOSED MOTION:** It is **RESOLVED** to approve the ratification of a Letter of Understanding with the Corner Brook Museum & Archives for “The Commons” space. The Letter of Understanding will provide Corner Brook Museum & Archives with first right of refusal for that space until December 31, 2019.

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**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** Staff recommended the City ratify the letter of understanding.

**Legislative Authority:**

**Estimated Cost:**

**Budget Line Item:**

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**STANDING COMMITTEE COMMENTS:**

**BACKGROUND:**

Report/Document: Corner Brook Museum & Archives proposal

Submitted by: Dale Park

Date: October 27, 2018

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_



## Letter of Understanding

February 9, 2017

The Corner Brook Museum & Archives Society Inc. (CBMA) is interested in developing an additional 1,500 square feet of space in the Corner Brook City Hall for the development of "The Commons". The Commons is planned to be used for multipurpose functions that engage the arts, heritage, culture and civic activity to promote community identity, socialization, inclusiveness, engagement and outreach.

The CBMA has requested the first right of refusal for the use and development of that space that they have identified for The Commons.

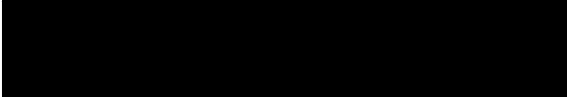
The space is currently undeveloped space located on the second floor of Corner Brook City Hall in what was the open roof of the Museum. The space is currently used for storage by the City.

The City of Corner Brook will provide the CBMA the first right of refusal for the development of the space identified for The Commons on the following conditions:

- The first right of refusal exists until September 30, 2017. Any extension to the first right of refusal shall be at the sole discretion of the City of Corner Brook but shall consider such factors as the status of the funding application(s), interest from other parties for utilization of the space, and the City's requirements or need for the space.
- The CBMA will be applying to funding partners for funding for the project. The CBMA acknowledges that the City of Corner Brook will not be responsible for contributing any funding (directly or indirectly) to the proposed project.
- The CBMA shall receive approval from the City of Corner Brook prior to occupying, entering, altering or modifying the space.
- CBMA shall meet with the City of Corner Brook Engineering division prior to submitting any application for the development of the space to ensure that any proposed work is in compliance with LEED, the National Building Code, and any and all standards as required by the City of Corner Brook.
- If the CBMA is successful in receiving sufficient funding to proceed with the project, the City and CBMA will enter into good faith negotiations for a lease for the space. The CBMA will be expected to provide evidence that the CBMA has sufficient funding resources or funding to complete the project. It is understood the CBMA is interested in a lease period of 10 years.



Melissa Wiklund  
City Manager  
City of Corner Brook



*for* Matthew Janes  
Chairperson  
Corner Brook Museum & Archives

Date: Feb 9/17

Date: Feb. 9/17



**“The Commons:”**  
**A Proposal for the Third Floor Undeveloped Space**

Submitted by



**Corner Brook Museum  
& Archives**

September 14<sup>th</sup>, 2018

## “The Commons”

### Concept and Vision

- Partnerships in Learning and Project Development
- Exhibitions: in-house, traveling, community
- Cruise Ship Visitor Welcome Centre

### Partnerships:

Increasing partnerships with the City of Corner Brook is a goal of the CBMA. We have also strived to reach out to many community groups and stakeholders as well as others at the Provincial level to create a more dynamic network that can bolster the City – CBMA partnership.

The space under consideration can be used as a place to grow these partnerships; a space where projects and programs are collaborative efforts where enterprise, planning and development can take place to the benefit of the community at large. The CBMA envisions this space as a “Commons” that allows multipurpose usage (exhibition, meeting and workspace) which reflects City Hall’s engagement with arts, heritage, culture and civic activity to promote community identity, socialization, inclusiveness, engagement and outreach.

Partnership with the City will be a key in the growth of the CBMA; the “Commons” will help transition the Museum from a purely traditional museum model, to a more progressive museum that will create a physical space and environment that is more responsive to its local context and character. This will be accomplished through programming and projects, as well as exhibitions. As the CBMA evolves and adopts a more innovative approach we must allow for new directions in integration of purposeful space for multi-objective learning, experiences, and operations.

### Exhibition:

Given the growth of our collections and the rapid increase in attendance, the CBMA is in need of more space. The 1500 sq. ft. of space can be used for additional temporary (less than one year) exhibition space for in-house exhibits created by the CBMA, as well as for traveling exhibitions from other institutions like The Rooms. The elevator access to the ground floor of City Hall and the City Hall loading bay makes the space ideal for the movement of traveling exhibits into the Museum area.

In keeping with the CBMA's ten year strategic plan (where community outreach and partnerships are highlighted) we would look to display exhibits in the space that are developed by specific groups in the community with the CBMA's help. Community-designed exhibits can be targeted at specific populations like seniors, aboriginals, and/or youth. Having access to this space will allow us to build on our strategic partnerships with groups like Grenfell Campus, Rotary Arts Centre, Corner Brook Public Library, and Royal Canadian Legion, and will increase the scope and outreach of the Museum.

The exhibitions created in this space would be designed in such a way as to make the space usable as a true multi-purpose space even when exhibitions are ongoing. This would allow for the space to be used for gatherings, programming, and meetings.

Examples of exhibitions we would like to develop but need more space to incorporate would be the Corner Brook Newcomers' Group who would develop individual exhibits on their former communities and cultures. This display would help educate the community about our new residents and foster greater integration and support for recent immigrants. Moreover, the experience of working with museum staff will increase immigrants' social interaction, language skill and networking which will also help their integration into the community.

Another example is increasing the regularity of traveling exhibitions from the Rooms that we could host in the space. New shows displayed with more frequency would increase our local populations' attendance at the Museum.

The space could also host artist exhibitions for emerging artists who have not been able to secure shows for their collections.

#### Cruise Ship and Visitor Welcome Centre:

Over the past number of years the square outside of City Hall has become a major hub of activity during cruise ship visits. The square is the first area most pedestrian cruisers stop. Bus stops adjacent to the square also deposit a large number of people into the area. This focal point and nexuses is an opportunity that our community can capitalize on if we increase our information services. The Commons space would be that underpinning; in addition to being an exhibition and partnership space, the space would be Visitor Information Centre with emphasis on Cruise ship visitation.

Over the past number of years a visitor's information table has been set up on the Square on ship visitation days to facilitate navigation and help answer some of the basic questions all visitors have. The past year community groups have taken over providing this service on an ad hoc basis with ups and downs in the process. The Cruise ship industry provides important benefits to the

City and the CBMA. One third of visitation close to 700 people to the Museum this past year were from Cruise passengers providing a little over \$4000 in revenue; an important source of funding for a nonprofit. A more permanent solution to the ad hoc nature of visitor services would be the Commons space.

Visitation centers throughout North America are evolving and the number of visitors utilizing highway locations is rapidly declining because of GPS and access to online information. In fact, a successful visitor center now must be located where large volumes of visitors congregate to attract and influence more visitors to see more, stay longer and add to the economy in a community. Today in North America the current trend finds more and more visitor centers located in main tourism destinations. The proposed “Commons” would be such a Centre would provide visitors and residents alike to the area's services and activities supporting businesses, many of which are locally-owned and operated, and who rely on referrals from other community members.

During cruise season The Commons’ visitor centre would consist of a portable help desk area with accompanying large blow up maps of the City and selected heritage/culture and shopping sites. The space would have Wi-Fi access and would also have a digital component for self-directed exploration in the Digital Commons. In addition, there would be visitor seating, and even an area for refreshment that could be set up.

The visitor component of the Commons would follow the following ten point plan for success:

- *Focus* on local insights and recommendations visitors are really seeking.
- *Simplify* and isolate the most appealing messages on the destination.
- *Trust*: Understand the difference between disseminating information and providing uncompromised, trustworthy, relevant advice
- *Visual*: Never underestimate the tourism power of a stunning visual image.
- *Oversize*: Never underestimate the visitor impact of an oversized tourism map and display.
- *Tourism Map*: Understanding the difference between a standard road map and a well-designed tourism map featuring all key points of interest and relevant information.
- *Best Foot Forward*: Understand the most appealing experiences desired by visitors and inform them of the most satisfying at the destination.
- *Understand* the visitors as intimately as possible by asking driving questions to quickly learn who they are and how to assist.
- *Reduce*, don’t add, to visitor’s information overload problems and search issues.
- *iCommons*: Create a digital component as visitor information options that can meet visitors’ needs twenty-four hours a day.



## Funding:

Funding for this project will be varied and come from a number of sources. The CBMA's Board of directors has passed a motion to provide up to \$50,000 in funding for the project. This money will come from the Museum's infrastructure development funds and will be used to leverage monies from other funding sources.

The Department of Canadian Heritage's Cultural Spaces program was identified as the best source to fund the Commons project. The program will fund applications up to 50% of the associated costs and the Museum contribution will bring the project up to 80% of the total funding. Canadian Heritage will help in determining other funding sources for us to apply in order to fund the outstanding 20%. We have met with Canadian Heritage on a number of occasions and they are supportive; we are currently working with them on another project and have a solid foundation to move forward.

We have also had discussions with local stakeholders re the possibility of them providing project funding and where they might fit into the different criteria of the proposal.

In applying for funding through Cultural Spaces, Canadian Heritage requires for the developing group to have permission to develop and a lease agreement for the space. We now ask the City of Corner Brook to grant exclusivity to develop the third floor undeveloped space as per the Commons proposal.



**REQUEST FOR DECISION**  
*Department of Community Services*

**SUBJECT:** Expression of Interest for R&D Diversions Composting Initiative

**DESCRIPTION:** The City of Corner Brook received an Expression of Interest from R&D Diversions, a Corner Brook solid waste management company. The Expression of Interest pertains to a small scale organic waste pilot project whereby compostable waste from partners such as the City will be processed in the R&D Diversions industrial composter. Under this program, R&D Diversions will collect organic waste from City Hall with collection anticipated in January 2019. Community Services will be responsible for coordinating with R&D Diversions for this project.

**PROPOSED MOTION:** it is **RESOLVED** to accept the Expression of Interest from R&D Diversions to partner with the City of Corner Brook in starting a small-scale organic waste collection program at City Hall.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** To approve execution of the Expression of Interest.

**Legislative Authority:**

- City of Corner Brook Act: **Section 10**

**Estimated Cost:** N/A

**Budget Line Item:** N/A

**BACKGROUND:**

Report/Document: Expression of Interest Document

Submitted by: \_\_\_\_\_

Date: Nov 2, 2018

Reviewed by: \_\_\_\_\_

Date: 2018/11/02



**R&D Diversions Ltd.**

P.O. Box 20050, RPO Millbrook Mall  
 Corner Brook, NL  
 A2H 7J5  
 www.rddiversions.com  
[info@rddiversions.com](mailto:info@rddiversions.com)  
 Jenny Hall (709) 690-4068  
 Jim Power (709) 640-5438



September 1, 2018

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

Dear Mayor Parsons,

As a follow up to our recent meetings, R&D Diversions Ltd. has partnered with Grenfell University to conduct a small-scale organic waste collection project. Within the next week, we will be taking possession of their Brome Industrial Composter. Once it has been confirmed that the equipment is functional and ready for use, we will begin collecting food waste from Grenfell University and are excited that you will also be participating in this initiative to divert food waste from the landfill.

We will be in touch with Annette George over the next week to discuss the logistics of the project. In the meantime, our Expression of Interest to partner with the City of Corner Brook is enclosed for your signature.

Thank you for the time and support you have already invested in making this program a success. We sincerely hope it serves to be mutually beneficial to our organizations and a step forward in our positive contributions to the environment.

Warmest regards,

  
 Jenny Hall & Jim Power  
 R&D Diversions Ltd.

## Expression of Interest – City of Corner Brook



September 1, 2018

### Company & Contact Information:

Jenny Hall, Director  
(709) 690-4068

Jim Power, Operations Manager  
Ph: (709) 640-5438

R&D Diversions Ltd.  
P.O. Box 20050, RPO Millbrook Mall  
Corner Brook, NL  
A2H 7J5  
Email: [info@rddiversions.com](mailto:info@rddiversions.com)

### Civic address & site location:

257 Griffin Drive  
Corner Brook, NL

### Executive Summary:

R&D Diversions Ltd. is a solid waste management company providing residential and commercial waste collection and disposal services in Western Newfoundland. Our mission is to deliver cost effective and environmentally sound waste management solutions while engaging the community, promoting economic growth and leading positive change.

Through our affiliation with the Greater Corner Brook Board of Trade, we became aware of the industrial composter available for use at Grenfell University. Since the onset of our business, we have been looking to partner with groups and individuals sharing a common goal of waste diversion from the landfill. Access to and utilization of this composter allows our company to transition from a strictly disposal operation to one that promotes waste diversion while protecting the environment.

### **Benefits of this program:**

1. The Western region is presently undergoing a waste management transition. Unlined landfill sites have been replaced by transfer stations and single stream waste collection has been replaced by a two-stream system (recyclables in blue bags; all other waste such as food & single use plastics in clear bags). With waste being transported in commercial vehicles from the transfer stations to a lined landfill 300 kilometers away, the resulting greenhouse gas emissions are substantial. Since one gallon of fuel creates 18.07 pounds of CO<sub>2</sub> for a regular sized vehicle, there is a high-level negative environmental impact associated with this waste transfer process. Initiating a program of organic waste diversion, even on a small scale, lessens this impact.
2. This program will allow us to start diverting organic waste by removing 100 tonnes annually from the landfill. From a climate change perspective, the effect of diverting 100 tonnes of food waste (100,000 kg) from the landfill, is the equivalent of removing 190,000 emissions of CO<sub>2</sub> from the atmosphere. Since methane gas is 25 times more powerful than CO<sub>2</sub>, the effect is quite valuable in terms of positive environmental impact.
3. The equipment serves, not only as a means to divert food waste from the landfill, but also as an excellent learning and research tool. For the students of Grenfell and other educational institutions in the region, it provides hands-on access to information needed to fulfill research initiatives on organic waste. We fully anticipate and welcome the sharing of this information, not only with educational facilities, but also with residents and other businesses in order to promote this program and its benefits to the environment.
4. This program aids our organization in fulfilling its mission.

### **Operational Plan:**

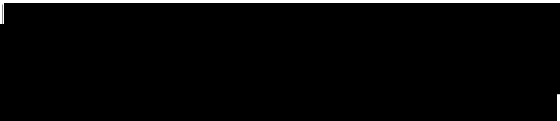
- Upon moving the composter to its new location during the first half of Sept., 2018, it will be cleaned and assessed for functionality. We have been in communication with Brome and do not foresee any reason why the equipment will not function properly once cleaned.
- Pending completion of our exterior access building, the schedule for pickup will be arranged with the participants involved.
- We are anticipating the first collection and batch to start in October, 2018. As the food waste is picked up, it will be weighed and recorded for reporting purposes. This is a new operation for our company and in order to ensure its success, we will be diligent in recording results of each phase in the process as it occurs.
- Every batch of compost will require a curing time once removed from the machine. This will occur at the same location to the rear of the property.
- During the summer months, the compost will be rotated on a first-in, first-out basis. We are presently checking into options for selling the product as a bulk soil amendment to finance the cost of the project.
- On the anniversary of each year of operation, reports will be provided to the participants of the project for use within their own organizations.

**Other specifics:**

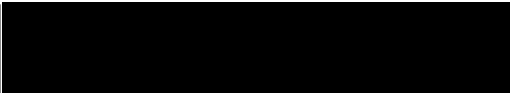
- The hours of manned operation for the composter are the same as our business:  
7:00 AM to 5:00PM (Monday to Friday)
- Pending an assessment of time commitment by our existing staff in the initial months of operation, we may hire an additional employee on a part-time basis.

Please accept this expression of interest to partner with the City of Corner Brook in starting a small-scale organic waste collection program. We look forward to this partnership and trust it will be mutually beneficial. Thank you for your involvement!

*Sincerely,*



Janet Hall, Director  
R&D Diversions Ltd.



Jim Power, Operations Manager  
R&D Diversions Ltd.

*Mutual expression of intent,*

---

Jim Parsons, Mayor  
City of Corner Brook

