



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 **May 6, 2024 at 7 p.m. City Hall Council Chambers.**

CITY CLERK

Page

1	CALL MEETING TO ORDER
3	1.1 Land Acknowledgement
2	APPROVALS
	2.1 Approval of Agenda
5 - 13	2.2 Approval of Minutes- Committee of the Whole April 22, 2024
15	2.3 Ratification of Decisions
3	BUSINESS ARISING FROM MINUTES
	3.1 Business Arising From Minutes
4	CORRESPONDENCE/PROCLAMATIONS/PETITIONS/
17 - 21	4.1 Proclamations and Events
5	REPORTS
23 - 24	5.1 Landslide Remediation Efforts
6	TENDERS/CONTRACTS
25 - 31	6.1 Asphalt Patching Contract No. 2024-10
33 - 40	6.2 Standing Offer - Hired Equipment Services, contract # 2024-08 Summer 2024
41 - 42	6.3 Lease of Equipment: 2 Rubber Tire Mounted Loaders Complete with Snow Clearing Equipment, Contract # 2024-07
43 - 49	6.4 RFP - Phase 1: Trail Assessment & Design

Page	
51 - 68	6.5 Jubilee Field Maintenance 2024
69 - 85	6.6 Wellington Street Complex Lease Agreement 2024
7	ADJOURNMENT

Land Acknowledgement

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

**MINUTES OF A COMMITTEE OF THE WHOLE OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 22 APRIL 2024 AT 7:00 PM**

PRESENT:

Mayor	J. Parsons	T. Flynn, Director of Protective Services, Acting City
Deputy Mayor	L. Chaisson	Manager
Councillors:	P. Gill	P. Robinson, Director of Recreation Services
	V. Granter	A. O'brien, Manager of Engineering Services.
	P. Keeping	J. Smith, City Clerk
	C. Pender	J. Baines, Sergeant-At-Arms

Absent with regrets: Councillor B. Griffin, S. Maistry, Director of Finance and Administration, D. Charters, Acting City Manager and Director Community, Engineering Development and Planning and D. Burden, Director of Public Works, Water and Waste Water Services

COW24-32 Land Acknowledgement

Councillor L. Chaisson read the land acknowledgement.

COW24-33 Approval of Agenda

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

COW24-34 Approval of Minutes- Regular Meeting April 2, 2024

On motion by Councillor P. Gill, seconded by Councillor V. Granter, it is **RESOLVED** to approve the minutes of the Regular Meeting of April 2, 2024. **MOTION CARRIED.**

COW24-35 Business Arising From Minutes

Deputy Mayor L. Chaisson requested an update on item 24-041 - Accessible Taxi Services. The Director of Protective Services stated that both taxi companies in the City have been notified of the program but there has been no update on any uptake so far, however it is expected that the program will start to be utilized in the near future.

COW24-36 Proclamations and Events

The Mayor declared the following proclamations were made:

- April was declared Parkinson's Awareness Month
- April 7 was declared Green Shirt Day

COW24-37 Municipal Awareness Week 2024

Mayor Parsons provided an update regarding Municipal Awareness Week events planned for May 6-10, 2024 including a poster contest, a Mayor for the Day contest – with the winner and 6 other contestants being chosen for a mock council meeting at city hall televised by Rogers and an event held at the Civic Centre Studio on May 8th with educational booths, equipment demonstrations and a fun zone for kids all to promote municipal awareness in the City.

COW24-38 Water & Wastewater Summary Update

Deputy Mayor L. Chaisson presented an update from the Water & Wastewater Division from February 20 to April 11, 2024 as follows:

- 87 Water and Wastewater Complaints were received with the top two requests being for Water Leaks (19 requests) and Water shut-off (22 requests);
- issued a total of 26 Water and Wastewater Media Releases;
- the Water and Wastewater Recoverable Works totaled \$23,985.60;
- completed a total of 14 Water and Wastewater Repairs;
- additional maintenance includes electrical repairs at Brook Street and Old City Hall sanitary sewer lift stations, leak detection revealing three watermain leaks which were repaired reducing the system demand by 1 million liters/day, and chlorination station repairs;
- upcoming maintenance includes leak detection, annual maintenance programs of hydrants, watermain flushing, pressure-reducing stations, pumphouses, reservoirs, intakes, chlorination stations, sanitary sewer flushing, curb stop, and valve repairs, Scada System upgrades, and installation of two new service laterals;
- Water Treatment maintenance included the increase of coagulant chemical rate due to rain events, UV#3 failed due to power outage, replaced variable frequency drive on recycle water pump #1, corrosion coupon testing, changed out and calibrated ph probes, and replaced lamp ballast in UV #2. Upcoming maintenance includes the chlorination room exhaust fan motor, change out nozzles on DAF #2, adjust cable tension of DAF #1, Scada software and terminal upgrade, exterior building repairs, and annual service for chlorination equipment.

COW24-39 Public Works Summary

Deputy Mayor L. Chaisson presented an update on the Public Works operation for the period of February 24 to April 16th, 2024 as follows:

- crews were plowing snow 5 days during this period;
- due to weather conditions, the last date for the outdoor ice rink was March 5

- crews have been running the asphalt reclaimer and have patched numerous potholes. The public is asked to continue to report potholes when they see them so staff can address them as soon as possible;
- crews have been maintaining water & sewer cuts as required. Drivers are reminded to use caution when approaching existing cuts;
- the public is reminded to report their lawn damage due to snow-clearing operations so staff can finalize the list and repairs can be scheduled for early summer;
- staff have begun early spring clean-up. Green space and sidewalks in the downtown area have begun;
- the traffic line painting tender has closed and staff will coordinate the schedule to complete line painting;
- significant rain events include February 24-35 and March 28-29. Extensive damage on upper and lower Walbourne's Road, numerous areas throughout the city experienced flooding, and a landside on Riverside Drive caused significant damage that geotechnical consultants are now investigating.
- Service requests during the period included 419 calls with the top three categories being snow clearing, storm/washouts, and potholes.

COW24-40 Protective Services Statistics for month of March 2024

Councillor V. Granter presented the statistics for the Month of March 2024 from the Protective Services Department as follows:

- Municipal Enforcement received 134 calls for services;
- Animal Control received 15 calls for services;
- There were 86 Parking related violations issued;
- Corner Brook Fire Department received 40 calls for service;
- Fire Inspection conducted 24 inspections;
- 230 homes have had new smoke alarms installed;
- PSAP received a total of 5231 calls of which 3006 were transferable.

COW24-41 Capital Project and Engineering Updates

C. Pender presented an update from Capital Works and Engineering as follows:

- Recreation Centre - work is progressing and the substantial completion date will be provided soon. Appears to be late spring;
- Mt Bernard Avenue Reconstruction - Marine has mobilized to site for 2024 construction season;
- Deep Gulch Brook Culvert Replacement - tender closed March 5th, bids are under review;
- Curling Street Retaining Wall Replacement- project awarded to West Coast Excavating & Equipment CO. Ltd, spring startup anticipated;
- Transportation Study - the project is now well underway, some draft policies have been submitted for review, Miovision Camera has been deployed to several intersections to obtain traffic counts, final report is expected in August 2024;

- Transit Accessibility Study and Implementation Plan - startup meeting occurred on April 9, 2024;
- Elizabeth Street/O'Connell Drive Intersection Improvements- design is underway, spring tender anticipated;
- Curling Street Storm Sewer - design is underway, spring tender anticipated;
- Old Humber Road Retaining Wall - startup meeting and site visit completed, construction planned for 2024;
- 2024 Paving Program - list is generated and street evaluations have started;
- STAR Trail Design & Construction Services - design and construction of Man in the Mountain and Cape Blow Me Down Hiking Trails has funding from several sources with the City finding 10% of total cost. RFP for design and assessment services closed on April 12, 2024 and proposals are under review;
- City Hall Atrium Lighting - design is underway.

COW24-42 Corner Brook Regional Recreation Center Budget Update

Councillor C. Pender presented a Corner Brook Regional Recreation Center budget update as follows:

- Total project funding \$24,700,000.00
- Owners Advisor -\$564,011.46
- Design Builder -\$21,813,588.87
- Other (Honorariums) - \$150,000.00
- Subtotal \$\$22,527,600.33
- HST \$3,356,640.05
- Total \$25,884,240.38
- % over/under budget 4.794%
- Remaining -\$1,184,240.38

COW24-43 Riverside Drive Landslide Update

Councillor C. Pender presented a Riverside Drive Landslide Update as follows:

- The landslide on Riverside Drive that occurred on April 2, 2024, prompted the City to engage Geotechnical services from Stantec. Stantec conducted a site inspection on April 16, 2024, to assess the extent of the damage and gather preliminary data. To further evaluate the situation, a Lidar scan is scheduled to be completed within the next two weeks. This scan will provide crucial information regarding the amount of material displaced by the landslide, identify remaining material, and allow for a comparison with historical surveys conducted near the area. With this data in hand, Stantec anticipates being able to propose recommendations and cleanup methods by early May. Once this report is finalized, cleanup efforts can commence promptly thereafter.

COW24-44 Finance & Administration Departmental Report

Councillor P. Gill presented an update from the Finance and Administration Department for the three-month period of January to March 2024, as follows:

- snow clearing has been within budget;
- accounts receivable are higher than in comparative periods;
- council remuneration review is underway;
- grants have been awarded to Corner Brook Rotary Music Festival, MS Canada, & Corner Brook Kinsmen;
- total revenues was \$34,811,032 against a budget of \$33,268,654;
- total expenses was \$7,756,943 against a budget of \$9,388,299.

COW24-45 Development, Planning and Community Services

Councillor V. Granter presented an update from Community Services, Development and Planning as follows:

Development and Planning

- 183 O'Connell Drive (Tim Hortons) - interior alteration of existing Tim Hortons, site trailer required. Application is under review;
- 29 Lundrigan Drive (office/warehouse) - new building, partial permits issued, foundations complete;
- 40 North Shore Highway (Mt. Patricia Cemetery Extension)- permits issued, new access road and storage building being constructed;
- 4 St. Marks Avenue Fillatre's Funeral Home (extension) - permits issued;
- 339 O'Connell Drive Repair Garage (extension) - permit issued;
- 12A Tipping Place (office/warehouse) - foundation permit issued;
- 71 Humber Road partially vacant building - major renovation proposed, 6 unit apartment building and 1 commercial space, all permits issued;
- 1Ariceen Place (Murphy Brothers new industrial building - permits issued, work progressing;
- 16 Confederation Drive (McDonalds) - major renovation and extension, permits issued;
- 44 Maple Valley Road Anytime Fitness Gym - permits issued, work underway;
- 8 Grenfell Drive (gas station/fast food) - interior fit-up permit issued
- 106 West Street (Western Star conversion to apartment building) - construction on-going, all permits issued;
- 9 Lundrigan Drive (extension) - foundation permit issued for extension;
- Industrial Park Study - staff are preparing an RFP for consulting services to determine where and how industrial park land can be developed and the cost for such development.

Business Development

- Downtown Business Improvement Association (BIA) - new BIA map has been updated and developed in GIS, and current legislation (City

of Corner Brook Act) and the relevant by-law are being reviewed with legal input;

- New Economic development program - a new program is being developed exclusively for indigenous youth persons (<35 years) in the City. The program is expected to be finalized in the next couple of months;

Sustainable Development

- Food Cycler Program - an electric appliance that offers in-home, countertop composting of food waste, the 100 household compost project is to begin soon;
- 2 Billion Trees Project - a 23-question survey has been made available to residents to gauge attitudes surrounding sustainability and urban forests in Corner Brook.
- Spring clean-up week - the first week of the collection is May 6-10 for bulk waste and metals, the second week is May 13-17 for household garbage;
- Compost collection day - staff are organizing a spring collection event where residents can come to the leaf drop-off location at Third Pond Access off of Lewin Parkway and gather leaf litter as a garden start for their gardening, dates to be announced.

COW24-46 Recreation Update

Councillor P. Keeping presented an update from the Recreation Department as follows:

New Recreation Centre

- Work is progressing on the new Recreation Centre with many of the spaces taking shape and nearing completion. The Recreation Services Department has begun posting for positions that will be integral in the operation of the new Recreation Centre as well as the future enhancement and development of recreation as a whole in Corner Brook;

Civic Centre

- The Civic Centre continues to be a hub of activity featuring sporting events, craft fairs, fitness classes, active tots, pickleball and much more. One of the recent highlights was the Civic Centre hosting the 2024 U18 AAA Female Atlantics featuring the top under-18 female hockey players from Newfoundland, Prince Edward Island, New Brunswick and Nova Scotia. Many of the visiting teams expressed their pleasure with the "second to none" job that Corner Brook and the Civic Centre did in hosting this event;

Rec NL Conference

- On April 26 - 27, 2024 Corner Brook will be hosting the annual REC NL conference. This conference welcomes recreation professionals

and organizations from across the province for two days of networking, resourcing, and development. The annual REC NL conference provides a great opportunity to showcase all that Corner Brook has to offer in the world of recreation and also serves to equip Corner Brook's Recreation Services Department with tools necessary to further enhance recreation locally.

COW24-47 Tourism Updates

Councillor P. Keeping presented an update from Tourism as follows:

- STAR - The RFP for branding for STAR has closed and 7 submissions were received and proposals are currently being reviewed by the sub-committee. The Committee will meet to finalize the preferred proposal and bring forward the recommendation for approval. As well, updated funding applications for STAR programs and trails have been submitted;
- Cruise Season - Staff are preparing for a busy cruise season planning music for cruise shipdays with calls over 1000 people and planning for the Colours of Corner Brook event in September. This Cruise season will see 37 Cruise Ships that will bring approximately 50,000 passengers to the City;
- Train - staff are waiting on new parts for the train, posting for train driver closed on April 19th, train will be inspected and prepped for the 2024 season and staff are working on gathering the information to proceed with purchasing of the new train;
- Jiggs and Wheels - Staff are busy working on Jigs and Wheels is scheduled to run from July 26th to August 4th with a variety of different events such as the Party in the Park, Car Show and lots more! The itinerary is being finalized and should be ready for print soon. Staff are partnering with Ticket Tide to sell tickets and manage admission for the Opening night event, "Blame it on Broadway" with acts such as Jason Rogers, Midnight Crescent, Dave McHugh, Randy Matthews & Co. and the Mixed Tapes Band.

COW24-48 Standing Offer - Security Services #2024-02

On motion by Councillor P. Gill, seconded by Councillor C. Pender, it is **RESOLVED** that the Corner Brook City Council approve the bids for the standing offer for Security Services for the period of May 1, 2024 – April 30, 2027 as follows:

Name	Uniformed Security Guard per hour	Security for ticket per hour	Personnel taking/usher per hour
Alpha 1 Safety and Security	\$21.48	\$21.48	
Garda World	\$25.48	\$24.48	

MOTION CARRIED.

COW24-49 Corner Brook Municipal Plan No. 24-01 & Development Regulations Amendment No. 24-01

Councillor C. Pender declared a conflict of interest with regards to this item. There was unanimous consent that Councillor C. Pender was in a conflict of interest. Councillor C. Pender entered the gallery and abstained from discussion and voting on this item.

On motion by Councillor V. Granter, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** that the Council of the City of Corner Brook:

- (1) Adopt proposed map amendment No. 24-01 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012;
- (2) Adopt proposed map and text amendment No. 24-01 to the City of Corner Brook's 2012 Development Regulations;
- (3) Set Thursday, May 23rd, 2024, 7:00 p.m. in the Hutchings Room at City Hall for the tentative Public Hearing;
- (4) Authorize staff to give statutory notice of adoption of the proposed amendments;
- (5) Authorize staff to cancel the Public Hearing in the event that no objections are received, or no member of the public expresses intent to attend the Public Hearing, 48 hours prior to the tentative Public Hearing; and
- (6) Appoint Mark Mills to preside over the scheduled Public Hearing.

MOTION CARRIED.

COW24-50 Crown land Application - O'Connell Drive

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** to approve the application to obtain Crown Land located adjacent to municipal number 566 O'Connell Drive on both sides subject to the applicant consolidating the two parcels of crown land with their own parcel of land and submitting a new legal survey to the City of Corner Brook.

MOTION CARRIED.

COW24-51 Pavement Markings (3-Year Contract) 2024-03

On motion by Councillor P. Keeping, seconded by Councillor P. Gill, it is **RESOLVED** that Corner Brook City Council award the three-year contract

for the installation of pavement markings to Truelines Pavement Markings for the annual amount of \$150,468.30 (HST included). **MOTION CARRIED.**

COW24-52 Georgetown Road Slope Assessment

On motion by Deputy Mayor L. Chaisson, seconded by Councillor C. Pender, it is **RESOLVED** that the City of Corner Brook Council approve AllRock’s Proposal in the amount of \$20,642.50 (HST Included) for the Assessment of the Georgetown Road Embankment Failure. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 8:03 p.m.

City Clerk

Mayor



Request for Decision (RFD)

Subject: Ratification of Decisions

To: Darren Charters
Meeting: Regular Meeting - 06 May 2024
Department: Council
Staff Contact: Jessica Smith, City Clerk
Topic Overview:

BACKGROUND INFORMATION:

In accordance with section 41 (3) of the City of Corner Brook Act, "Where a decision is made by the councilors at a privileged meeting, the decision, in order to be valid, shall be ratified at a public meeting of the council.", the following minutes are being brought forward for ratification:

Council in Committee Meeting - May 2, 2024

CC23-024 - Approval of Agenda

It is **RESOLVED** to approve the agenda as circulated.

CC23-026 - Deep Gulch Culvert Replacement 2024-01

It is **RESOLVED** that the Council of the City of Corner Brook award the contract for the Deep Gulch Culvert Replacement 2024-01 to JCL Investments Inc. in the amount of \$3,047,143.50 (HST included).

PROPOSED RESOLUTION:

It is **RESOLVED** to ratify minute CC24-024 - Approval of Agenda

It is **RESOLVED** to ratify minute CC24-026 - Deep Gulch Culvert Replacement 2024-01

Director of Community, Engineering, Approved - 03 May 2024
 Development & Planning
 Administrative Assistant Approved - 03 May 2024

 City Manager



Information Report (IR)

Subject: Proclamations and Events

To: Darren Charters
Meeting: Regular Meeting - 06 May 2024
Department: City Manager
Staff Contact: Gloria Manning, Legislative Assistant
Topic Overview: The City of Corner Brook routinely receives requests from various organizations to recognize significant days, weeks, and months.
Attachments: [World Maternal Mental Health Day 2024 - Proclamation](#)
[Heart Failure Awareness Week 2024](#)
[Municipal-awareness-week-proclamation](#)

PROPOSED RESOLUTION:

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

- **May 1 was declared World Maternal Mental Health Day-** 1 in 5 new mothers experience some type of perinatal mood and anxiety disorder. These illnesses frequently go unnoticed and untreated, often with tragic and long-term consequences to both mother and child. Increasing awareness will drive social change to improve the quality of care for women and reduce the stigma of maternal mental illness.
- **May 5th-11th was declared Heart Failure Awareness Week-** There are nearly 800,000 people in Canada living with heart failure. Heart Failure Awareness Week is marked across Canada to raise awareness of the causes of heart failure and the impact it has on individuals living with heart failure and their caregivers.
- **May 5th-11th was declared Municipal Awareness Week-** municipal government is responsible for the provision of services that enhance the quality of life of its citizens. Municipal Awareness Week is meant to recognize and encourage the contribution of all who work diligently for the improvement of our municipalities.

City Clerk	Approved - 01 May 2024
Director of Community, Engineering, Development & Planning	Approved - 02 May 2024
Administrative Assistant	Approved - 02 May 2024

City Manager



Proclamation

World Maternal Mental Health Day

May 1, 2024

Whereas: Since 2016 a multidisciplinary group of international maternal mental health activists, academics, clinicians, and people with lived experience are coming together once a year to raise awareness to demand maternal mental health service and supports for all; and

Whereas: In many countries, as many of 1 in 5 new mothers experience some type of perinatal mood and anxiety disorder (PMADs). These illnesses frequently go unnoticed and untreated, often with tragic and long-term consequences to both mother and child; and

Whereas: No one is immune! Women, men, partners, and birthing people of every culture, age, income level, and race can develop PMADs. Symptoms appear any time during pregnancy and the first 12 months after childbirth. There are effective and well-researched treatment options available to help women recover; and

Whereas: Increasing awareness will drive social change with the goal toward improving the quality of care for women experiencing all types of PMADs, and reducing the stigma of maternal mental illness. We are encouraging mental health professionals, friends and relatives of individuals and families to ask them how they're feeling and encourage them to seek help. We are also encouraging our elected leaders to commit to ensuring timely access to perinatal mental health services.

THEREFORE: I Mayor Jim Parsons do hereby proclaim May 1, 2024 as World Maternal Mental Health Day in the City of Corner Brook.

Signed at City Hall, Corner Brook, NL on this 25 day of April, 2024

Mayor



PROCLAMATION, HEART FAILURE AWARENESS WEEK, 2024

WHEREAS Canadian Heart Failure Awareness Week is marked across Canada to raise awareness of the causes of heart failure and the impact it has on individuals living with heart failure and their caregivers;

WHEREAS There are nearly 800,000 people in Canada living with heart failure, which affects people of all ages;

WHEREAS People with heart failure experience debilitating symptoms such as shortness of breath, swelling, and exhaustion;

WHEREAS People caring for those with heart failure are often overwhelmed and stressed;

WHEREAS Heart failure is expected to cost Canada \$2.8 billion per year by 2030;

WHEREAS Heart Failure Awareness Week was initiated by the Canadian Heart Failure Society, an organization of health professionals and patients, in collaboration with Heart and Stroke Foundation of Canada, Canadian Cardiovascular Society, Canadian Council of Cardiovascular Nurses, Canadian Association of Cardiovascular Prevention and Rehabilitation, Canadian Heart Function Alliance, Heart Life Foundation and Ted Rogers Centre for Heart Research.

WHEREAS Canadian Heart Failure Awareness Week is now celebrated across Canada as a time dedicated to improving awareness and education on heart failure for people of Newfoundland and Labrador and all Canadians;

NOW THEREFORE BE IT RESOLVED THAT I, Mayor Jim Parsons, City of Corner Brook, hereby proclaim the week of May 5th – 11th, 2024, as HEART FAILURE AWARENESS WEEK.

Mayor Jim Parsons, City of Corner Brook

Date

Proclamation

Municipal Awareness Week

May 5-11, 2024

- Whereas** municipal government is responsible for the provision of services that enhance the quality of life of its citizens, and
- Whereas** dedicated mayors, councillors, and staff are essential for the effective governance of their municipalities, and
- Whereas** collaboration, partnerships and citizen involvement are essential for active, sustainable and vibrant communities; and
- Whereas** it is fitting and proper to recognize and encourage the contribution of all who work diligently for the improvement of our municipalities.

Therefore Be It Proclaimed That May 5-11, 2024, be known as Municipal Awareness Week in municipalities of Newfoundland and Labrador in recognition of the vital role of municipal government and in recognition of all those efforts that support it.



**The Honourable
John Haggie**
Minister of Municipal and
Provincial Affairs



**Councillor
Amy Coady**
President of Municipalities
Newfoundland and Labrador



Ms. Connie Reid
President of Professional
Municipal Administrators

I hereby declare May 5-11, 2024, Municipal Awareness Week

in the City/Town of _____

Mayor



Information Report (IR)

Subject: Landslide Remediation Efforts

To: Darren Charters

Meeting: Regular Meeting - 06 May 2024

Department: Engineering

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

Topic Overview: This report is intended to provide Council and the public with an update regarding the landslide site remediation efforts.

BACKGROUND INFORMATION:

Since the event happened on April 2nd, staff has been working diligently with Geotechnical experts to develop a plan to secure the safety of the slide site and to clean up the roadway so that it can be re-opened to the public.

On Thursday of last week, the Geotechnical consultant provided staff with a plan to remediate the site and an explanation of how the slide occurred. Staff immediately began preparing to implement the plan by securing equipment and materials. It is anticipated that the remediation will begin this week, weather permitting.

The first step is to install protective measures (concrete barriers and chain link fence) at the base of the slope to protect crews and the public from any small debris that may fall from the failure site.

Once safety measures are in place, crews can begin to clean up the material from the roadway and fix damaged infrastructure such as guide rail and utility poles.

During all work activities, personnel will be required to monitor the slope to ensure that crews are safe during this process.

It is anticipated that this work will take several days to complete.

City Clerk
Administrative Assistant

Approved - 03 May 2024
Approved - 03 May 2024

City Manager



Request for Decision (RFD)

Subject: Asphalt Patching Contract No. 2024-10

To: Darren Charters
Meeting: Regular Meeting - 06 May 2024
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [MCI - City Patching - Tender Form Submittal Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook requested bids for asphalt patching in various areas of the City. The Tender closed on April 23, 2024 with one bid received from Marine Contractors Inc. with the price of \$441,168.75 HST included. This price is based on \$115.50 per square meter of asphalt pavement.

PROPOSED RESOLUTION:

Be it resolved the City of Corner Brook Council award Contract No. 2024-10 Asphalt Patching to Marine Contractors Inc. in the amount of \$441,168.75 HST included.

FINANCIAL IMPACT:

Patching cost in 2023 was \$105 per square meter, the 2024 patching cost has increased 9.1% at \$115.50 per square meter

Finance Type: Budget

Director of Community, Engineering, Development & Planning	Approved - 30 Apr 2024
Administrative Assistant	Approved - 30 Apr 2024

City Manager



GOVERNMENT OF NEWFOUNDLAND AND
LABRADOR TENDER FORM
UNIT PRICE CONTRACT

Tender for: Asphalt Patching
Contract # 2024-10

To: City of Corner Brook
tender-rfp@cornerbrook.com

Gentlemen,

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

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

Four Hundred and Forty One Thousand, One Hundred and Sixty Eight Dollars and

Seventy Five Cents

(\$ 441,168.75) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes , including HST, in force at this date, except as otherwise provided in the tendering documents.

- 2. The Work will be substantially performed within 90 (Ninety) working days from the date of notification of award of contract.

- 3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

- (b) a certified cheque in the correct amount.

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

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

Revision Date: March 2016

- 2

Tender Form -

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

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

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

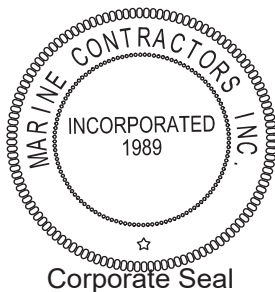
SIGNATURE OF TENDERER

Firm Name: Marine Contractors Inc.

Address: 4 White Lakes Road Corner Brook, NL

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

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



[Redacted Signature]
Signing Officer

[Redacted Signature]

[Redacted Signature]

APPENDIX "A"
TENDER PRICE TABLE

Schedule of Quantities and Prices

No.	Tender Item Description	Unit	Quantity	Unit Price	Amount
<div style="border: 1px solid black; padding: 20px; width: fit-content; margin: auto;"> <p style="text-align: center;">SEE APPENDIX "A" SCHEDULE OF QUANTITIES AND PRICES</p> </div>					
SUB TOTAL TENDER AMOUNT					
HARMONIZED SALES TAX (HST)					
TOTAL TENDER AMOUNT (Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)					

Notes:

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

Appendix “B”

List of Sub-Contractors

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

This appendix was completed and submitted by:

Name _____

Address _____

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

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

<i>information in this column to be</i>		<i>information in this column to be</i>	
Work	Category: Sub-contractor	Company Name	Address

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

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

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
<u>DIVISION 1</u>					
1010	<u>Mobilization & Demobilization</u> <u>(not greater than 5% if on the Island, or 10% if in</u> <u>Labrador, or 15% north of Cartwright, of item</u> <u>a. "sub-total" on last page)</u>	L.S.	Unit	\$ 11,000.00	\$ 11,000.00
<u>DIVISION 2</u>					
2574	<u>Reshaping & Patching Asphalt Pavement</u>				
	1 Patching of Asphalt Pavement	m ²	2800	\$ 115.50	\$ 323,400.00
	2 Cutting of Asphalt Pavement	m	300	\$ 22.00	\$ 6,600.00
	3 Manholes - Adjust Only	Each	5	\$ 1,925.00	\$ 9,625.00
	4 Valve Box - Adjust Only	Each	20	\$ 1,650.00	\$ 33,000.00
	A. Sub total				\$ 383,625.00
	B. H.S.T 15% of A				\$ 57,543.75
	C. Grand Total (Carry Forward to Page 1 of Tender Form)				\$ 441,168.75



Request for Decision (RFD)

Subject: Standing Offer - Hired Equipment Services, contract # 2024-08 Summer 2024

To: Darren Charters

Meeting: Regular Meeting - 06 May 2024

Department: City Manager

Staff Contact: Dawn Marshall, Fleet Management Coordinator

Topic Overview: The current Hired Equipment list expires May 21, 2024

Attachments: [Hired Equipment List - May 22 to December 21, 2024 COUNCIL COPY](#)

BACKGROUND INFORMATION:

Quotations were recently invited by the City of Corner Brook for the supply of equipment with operator, on demand, for a period of seven months (May 22 – December 21, 2024). Hourly rates were requested (with various attachments) for rubber tire backhoes with/without attachments, tandem trucks, excavators & mini excavators with/without attachments, tractors/dozers, graders, skid steer sidewalk sweepers, and boom trucks. The tender closed on April 24, 2024 and all compliant quotations are indicated in the attached document.

PROPOSED RESOLUTION:

Be it **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the quotations for Hired Equipment Services as stated in the attached document for a seven month period (May 22nd to December 21st, 2024) on a standing offer basis.

FINANCIAL IMPACT:

The Hired Equipment list provides the City with guaranteed pricing for the seven month period indicated, without the list, the City will not be guaranteed pricing.

ENVIRONMENTAL IMPLICATIONS:

No environmental impacts

LEGAL REVIEW:

Legal was not required

RECOMMENDATION:

It is the recommendation of staff to accept the quotations for Hired Equipment Services as stated in the attached document for a seven month period (May 22nd, 2022 to December 21st, 2022) on a standing offer basis.

City Clerk	Approved - 02 May 2024
Director of Community, Engineering, Development & Planning	Approved - 02 May 2024
Administrative Assistant	Approved - 02 May 2024

City Manager

**Hired Equipment
May 22, 2024 to December 21, 2024**

Rubber Tire Backhoe(s)			
Contractor	Model	Telephone Numbers	Rate
Four Seasons Excavations	2022 JCB 3CX Super		\$40.00
A-1 Transportation Ltd.	2013 3CX JCB		\$48.00
Make Enterprises Ltd.	2013 B95B New Holland		\$49.00
Rico Construction Ltd	2014 420F CAT		\$58.00
Lundrigan's Contracting	2010 310 J John Deere		\$64.00
Quality Construction	2013 310SE John Deere		\$72.00
Ambstemel Trucking Ltd.	2014 420F CAT		\$72.30
Ron Flynn Transport Ltd.	2018 CAT 420		\$78.40
Twin Mountain Contracting Ltd.	2016 420 F IT CAT		\$84.00
Humber Arm Contracting Inc.	2010 420D CAT		\$84.50
Three G Services	2022 3CX JCB		\$100.00
JCL Investments Inc.	2015 310 John Deere		\$105.00
JCL Investments Inc.	2016 410 John Deere		\$105.00
JCL Investments Inc.	2017 310 John Deere		\$105.00
RU Trucking Ltd	2011 420E CAT		\$105.00
Dawe's Equipment	2012 3CX JCB		\$125.00

Rubber Tire Backhoe(s) with Breaker Attachment			
Contractor	Model	Telephone Numbers	Rate
Four Seasons Excavations	2022 JCB 3CX Super		\$45.00
A-1 Transportation Ltd.	2013 3CX JCB		\$47.00
Ron Flynn Transport Ltd.	2018 CAT 420		\$56.48
Rico Construction Ltd	2014 420F CAT		\$65.00
Ambstemel Trucking Ltd.	2014 420F CAT		\$82.30
Lundrigan's Contracting	2010 310 J John Deere		\$85.00
Twin Mountain Contracting Ltd.	2016 420 F IT CAT		\$110.00
Humber Arm Contracting Inc.	2010 420D CAT		\$113.50
Quality Construction	2013 310SE John Deere		\$120.00
Dawe's Equipment	2012 3CX JCB		\$125.00

D. Marshall April 25, 2024

Hired Equipment May 22, 2024 to December 21, 2024			
Tandem Dump Truck(s)			
Contractor	Model	Telephone Numbers	Rate
A-1 Transportation Ltd.	2009 VHD13 Volvo		\$49.00
Ron Flynn Trucking Ltd.	1994 Volvo		\$49.94
Make Enterprises Ltd.	2006 7600 International		\$55.00
Rico Construction Ltd.	2023 Granite Mack		\$60.00
Rico Construction Ltd.	1993 Kenworth T800		\$60.00
RU Trcuking Ltd	1997 Ford Louisville		\$63.00
Lundrigan's Contracting	1996 Volvo		\$64.00
Humble Homes Designing & Contracting	1997 Ford COHL9T		\$71.00
Ambstemel Trucking Ltd.	2002 T-800 Kenworth		\$74.30
D&D Excavating and Trucking Ltd.	2000 Sterling		\$79.97
Ambstemel Trucking Ltd.	2010 T-800 Kenworth		\$84.30
Humber Arm Contracting Inc.	2011 9300 Western Star		\$93.00
Lundrigan's Contracting	2002 Eagle International		\$95.00
Quality Construction	2009 7400 International		\$95.00
Twin Mountain Contracting Ltd.	2014 T800 Kenworth		\$98.00
JCL Investments Inc.	2016 7600 International		\$100.00
JCL Investments Inc.	2016 7600 International		\$100.00
JCL Investments Inc.	2016 7600 International		\$100.00
Humber Arm Contracting Inc.	2014 Western Star T-T		\$113.00
Humber Arm Contracting Inc.	2016 Western Star T-T		\$113.00
JCL Investments Inc.	2017 Hx 620 T-T		\$140.00
JCL Investments Inc.	2017 Hx 620 T-T		\$140.00
JCL Investments Inc.	2017 Hx 620 T-T		\$140.00

D. Marshall April 25, 2024

**Hired Equipment
May 22, 2024 to December 21, 2024**

Excavator(s)			
Contractor	Model	Telephone Numbers	Rate
A-1 Transportation Ltd.	2000 315 CAT		\$70.00
Make Enterprises Ltd.	2006 160 CLC John Deere		\$84.00
D&D Excavating and Trucking Ltd.	1995 150 Hitachi		\$84.47
Ambstemel Trucking Ltd.	2010 314D CAT		\$85.00
Rico Construction Ltd.	2021 130 KOMATSU		\$85.00
Humber Arm Contracting Inc.	2010 160 John Deere		\$105.00
Twin Mountain Contracting Ltd.	2022 HX 130LCR		\$120.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$135.00
Humber Arm Contracting Inc.	2013 John Deere 290		\$160.00
JCL Investments Inc.	2014 210 John Deere		\$225.00
JCL Investments Inc.	2011 200 John Deere		\$225.00
Humber Arm Contracting Inc.	2010 350 John Deere		\$260.00

Excavator(s) with Breaker Attachment			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 200 John Deere		\$199.00
Ambstemel Trucking Ltd.	2010 314D CAT		\$200.00
Twin Mountain Contracting Ltd.	2022 HX 130LCR		\$200.00
JCL Investments Inc.	2014 210 John Deere		\$265.00
JCL Investments Inc.	2011 200 John Deere		\$265.00

Excavator(s) with Grab Attachment			
Contractor	Model	Telephone Numbers	Rate
Rico Construction Ltd.	2021 130 KOMATSU		\$85.00
Ambstemel Trucking Ltd.	2010 314D CAT		\$95.00
Make Enterprises Ltd.	2006 160 CLC John Deere		\$100.00
Twin Mountain Contracting Ltd.	2022 HX 130LCR		\$160.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$200.00

D. Marshall April 25, 2024

Hired Equipment May 22, 2024 to December 21, 2024			
Excavator(s) with Tree Shredding Attachment			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 200 John Deere		\$320.00
Mini Excavator(s)			
Contractor	Model	Telephone Numbers	Rate
Ambstemel Trucking Ltd.	2016 304 CAT		\$53.30
A1 Transportation	2010 304 CAT		\$54.00
Make Enterprises	2011 305D CAT		\$54.00
Humble Homes Designing & Contracting	1997 Ford COHL9T		\$55.00
RU Trucking Ltd	2024 Wacker Neuson E250		\$58.00
Rico Construction Ltd.	2018 305E CAT		\$60.00
Dirtworx Landscaping	2021 Kubota U35-4G		\$62.50
Lundrigan's Contracting	2006 Takeuchi TB125		\$64.00
D&D Excavating and Trucking Ltd.	2014 Takeuchi 3.5 Ton		\$68.95
Sharon Wheeler	2022 50G John Deere		\$70.00
Rico Construction Ltd.	2012 308E CAT		\$70.00
Sparkes Subsea	2015 Vio25 Yanmar		\$75.00
Quality Construction	2022 Hyundai HX85A		\$79.00
Three G Services	2021 303 CAT		\$80.00
Three G Services	2017 240TB Takeuchi		\$80.00
Humber Arm Contracting Inc.	2020 50D John Deere		\$89.80
Lundrigan's Contracting	2002 307B CAT		\$94.00
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$94.00
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$94.00
Sparkes Subsea	2024 U55 Kubota		\$95.00
Dawe's Equipment	2017 U35 Kubota		\$95.00
JCL Investments Inc.	2016 75G John Deere		\$125.00

Hired Equipment May 22, 2024 to December 21, 2024			
Mini Excavator(s) with Breaker Attachment			
Contractor	Model	Telephone Numbers	Rate
Rico Construction Ltd.	2018 305E CAT		\$75.00
Ambstemel Trucking Ltd.	2016 304 CAT		\$79.30
Rico Construction Ltd.	2012 308E CAT		\$85.00
Sharon Wheeler	2022 50G John Deere		\$85.00
Three G Services	2017 240TB Takeuchi		\$115.00
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$120.00
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$120.00
Humber Arm Contracting Inc.	2020 50D John Deere		\$120.00
Sparkes Subsea	2024 U55 Kubota		\$130.00
Mini Excavator(s) with Grab Attachment			
Contractor	Model	Telephone Numbers	Rate
Make Enterprises	2011 305D CAT		\$54.00
Ambstemel Trucking Ltd.	2016 304 CAT		\$58.00
Rico Construction Ltd.	2018 305E CAT		\$60.00
Dirtworx Landscaping	2021 Kubota U35-4G		\$62.50
D&D Excavating and Trucking Ltd.	2014 Takeuchi 3.5 Ton		\$68.95
Rico Construction Ltd.	2012 308E CAT		\$70.00
Sharon Wheeler	2022 50G John Deere		\$75.00
Quality Construction	2022 Hyundai HX85A		\$79.00
Three G Services	2017 240TB Takeuchi		\$80.00
Three G Services	2021 304 CAT		\$80.00
Humber Arm Contracting Inc.	2020 50D John Deere		\$89.80
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$94.00
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$94.00
Sparkes Subsea	2024 U55 Kubota		\$95.00
Dawe's Equipment	2017 U35 Kubota		\$95.00

Hired Equipment May 22, 2024 to December 21, 2024			
Tractor(s)/Dozer(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 450J John Deere		\$117.50
JCL Investments	2014 650 John Deere		\$200.00
Grader(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2014 772G John Deere		\$143.00
JCL Investments Inc.	2014 772G John Deere		\$175.00
Skid Steer Sidewalk Sweeper(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2010 23CB CAT		\$130.00
Ron Flynn Transport Ltd.	2007 23CB CAT		\$150.00
Sparkes Subsea	2023 270T JCB		\$195.00
Boom Truck(s)			
Contractor	Model	Telephone Numbers	Rate
Sparkes Transportation & Crane Ltd.	2009 Sterling Manitex		\$155.00
Sparkes Transportation & Crane Ltd.	2011 International Terex		\$155.00
JCL Investments Inc	2016 Peterbilt 28T		\$185.00
JCL Investments Inc	2016 Peterbilt 30T		\$195.00

D. Marshall April 25, 2024



Request for Decision (RFD)

Subject: Lease of Equipment: 2 Rubber Tire Mounted Loaders Complete with Snow Clearing Equipment, Contract # 2024-07

To: Darren Charters
Meeting: Regular Meeting - 06 May 2024
Department: Public Works
Staff Contact: Dawn Marshall, Fleet Management Coordinator
Topic Overview:

BACKGROUND INFORMATION:

Quotations were recently invited by the City of Corner Brook for the supply of lease of equipment; two (2) New Rubber Tire Mounted Loaders with Snow Clearing Equipment. The tender closed on April 17, 2024 and only one bid was received.

Brandt Tractor Ltd - 12 Maple Valley Rd \$17,173.01 plus HST each per month (\$34,346.02 total plus HST = \$39,497.92 for both units per month)

PROPOSED RESOLUTION:

Be it resolved that Corner Brook City Council accept staff's recommendation to accept the bid of \$19,748.96 each per month for a total of \$39,497.92/month (taxes included) by Brandt Tractor Ltd. for the supply of two (2) New Rubber Tire Mounted Loaders for 5 months per year beginning Nov 15, 2024 through April 15, 2030.

FINANCIAL IMPACT:

Estimated cost: \$19,748.96 each per month

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

No environmental implications

LEGAL REVIEW:

Legal review was not required

RECOMMENDATION:

It is the recommendation of staff to accept the bid of \$39,497.92 (taxes included) by Brandt Tractor Ltd for the lease of two (2) New Rubber Tire Mounted Loaders for 5 months each year for 6 years.

City Clerk	Approved - 30 Apr 2024
Director of Community, Engineering, Development & Planning	Approved - 30 Apr 2024
Administrative Assistant	Approved - 30 Apr 2024

City Manager



Request for Decision (RFD)

Subject: RFP - Phase 1: Trail Assessment & Design

To: Darren Charters
Meeting: Regular Meeting - 06 May 2024
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Tract Trail Assess Pricing Proposal 12Apr2024 Redacted](#)

BACKGROUND INFORMATION:

This RFD is intended to address the selection of a firm or individual related to design services for the STAR Trails (Man in the Mountain and Cape Blow Me Down) Project. Phase 1 of this project will consist of an assessment of the existing trail design, and the development of recommendations for improvements and/or additions to the existing trails.

The Proposals have been evaluated and staff are ready to award pending final approval of funding from ACOA.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook accept the proposal submitted by Tract Consulting in the amount of \$47,851.50 HST included for the Phase1: Trail Assessment & Design. and that the Corner Brook City Council authorizes the City Manager to sign the PCA agreement with the Consultant, Tract Consulting on behalf of the City of Corner Brook (pending funding) .

FINANCIAL IMPACT:

Funding for this project is as follows:

Anticipated Funding: 65% ACOA; 25% Province of NL, 10% City of Corner Brook

Finance Type: Funding

Director of Community, Engineering, Development & Planning	Approved - 01 May 2024
Administrative Assistant	Approved - 02 May 2024

City Manager

Trail Assessment & Design Pricing Proposal

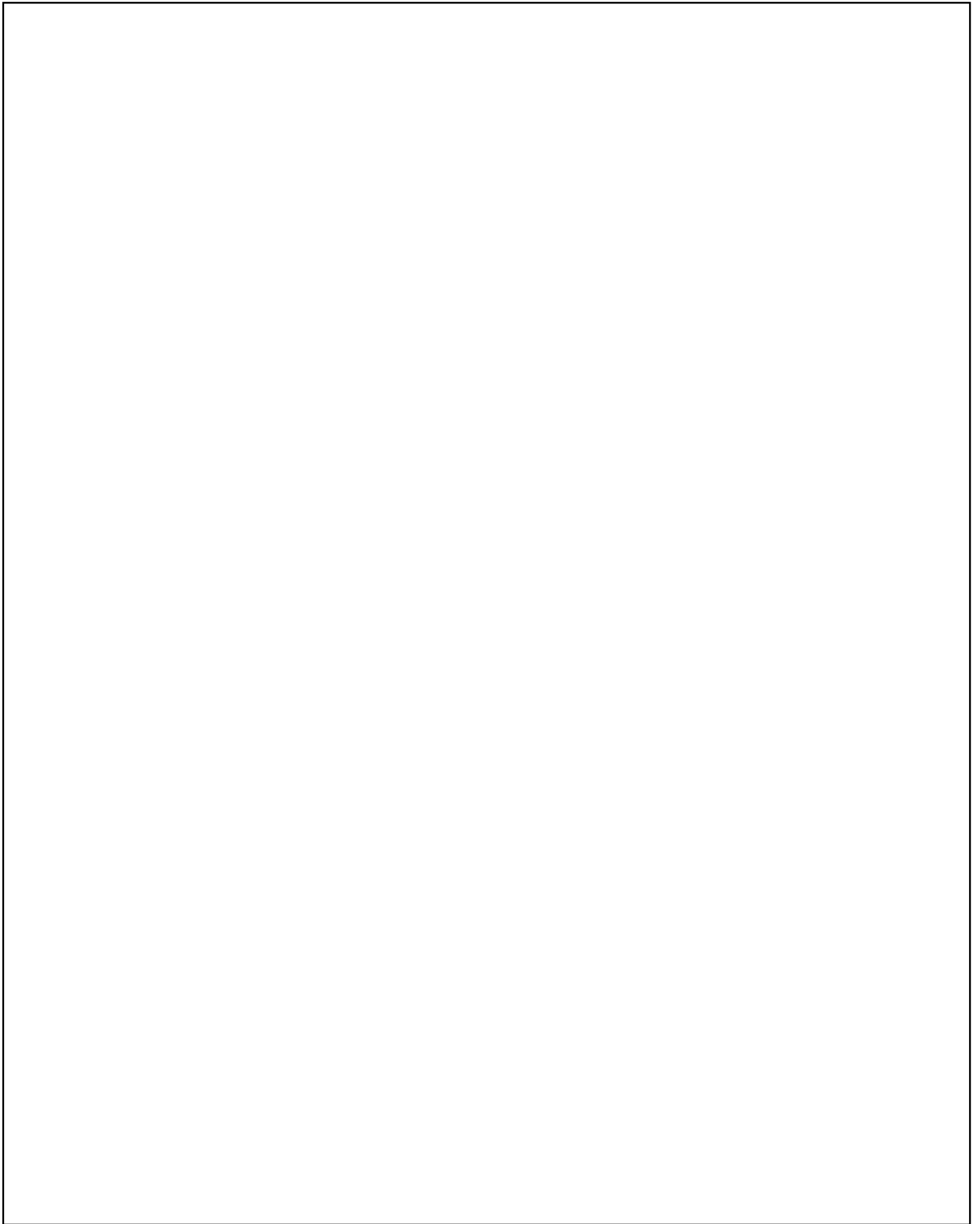
**Cape Blow Me Down + Man in the Mountain
Trails**

**City of Corner Brook
12 April 2024**

TRACT

CONTACT INFORMATION

Neil Dawe – President
100 LeMarchant Road, St. John’s, NL A1C 2H2
P. 709.738.2500 F. 709.738.2499
ndawe@tractconsulting.com tractconsulting.com



1. BID SHEET

	<u>BASIC SERVICES</u>		
	Part 1: Detailed Trail Assessments		\$21,105.00
	Part 2: Opportunity Development		\$13,315.00
	Part 3: Final Report, Drawings & Estimates		\$2,840.00
A	SUB-TOTAL SERVICE FEES		\$37,260.00
	<u>REIMBURSABLE EXPENSES</u>		
	Meals*		\$600.00
	Travel*		\$3,000.00
	Accommodation*		\$750.00
B	SUB-TOTAL REIMBURSEABLE EXPENSES		\$4,350.00
D	TOTAL SERVICE FEE (Less HST)	(A+B)	\$41,610.00
E	TOTAL HST	15% D	\$6,241.50
F	TOTAL SERVICE FEE (Including HST)	D+E	\$47,851.50

* per Treasury Board Rates at time of signing contract. Rates available at <https://www.gov.nl.ca/exec/hrs/working-with-us/meal-rates/> and <https://www.gov.nl.ca/exec/hrs/working-with-us/auto-reimbursement/>. HST to be removed before applying the value to the form above.

Reimbursables Expenses

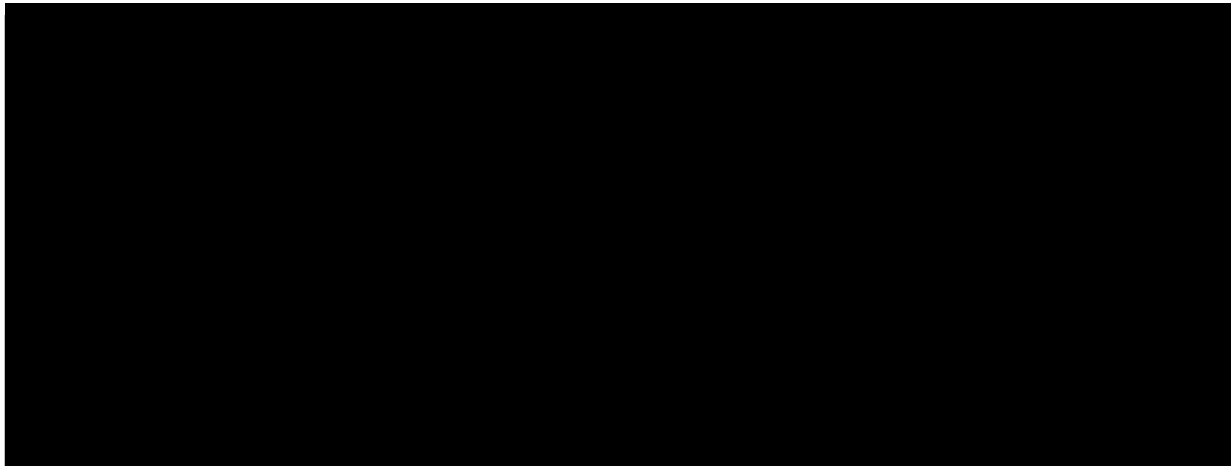
- Expenses include airfare, mileage, meals and accommodation.
- HST is not included in the expense values.

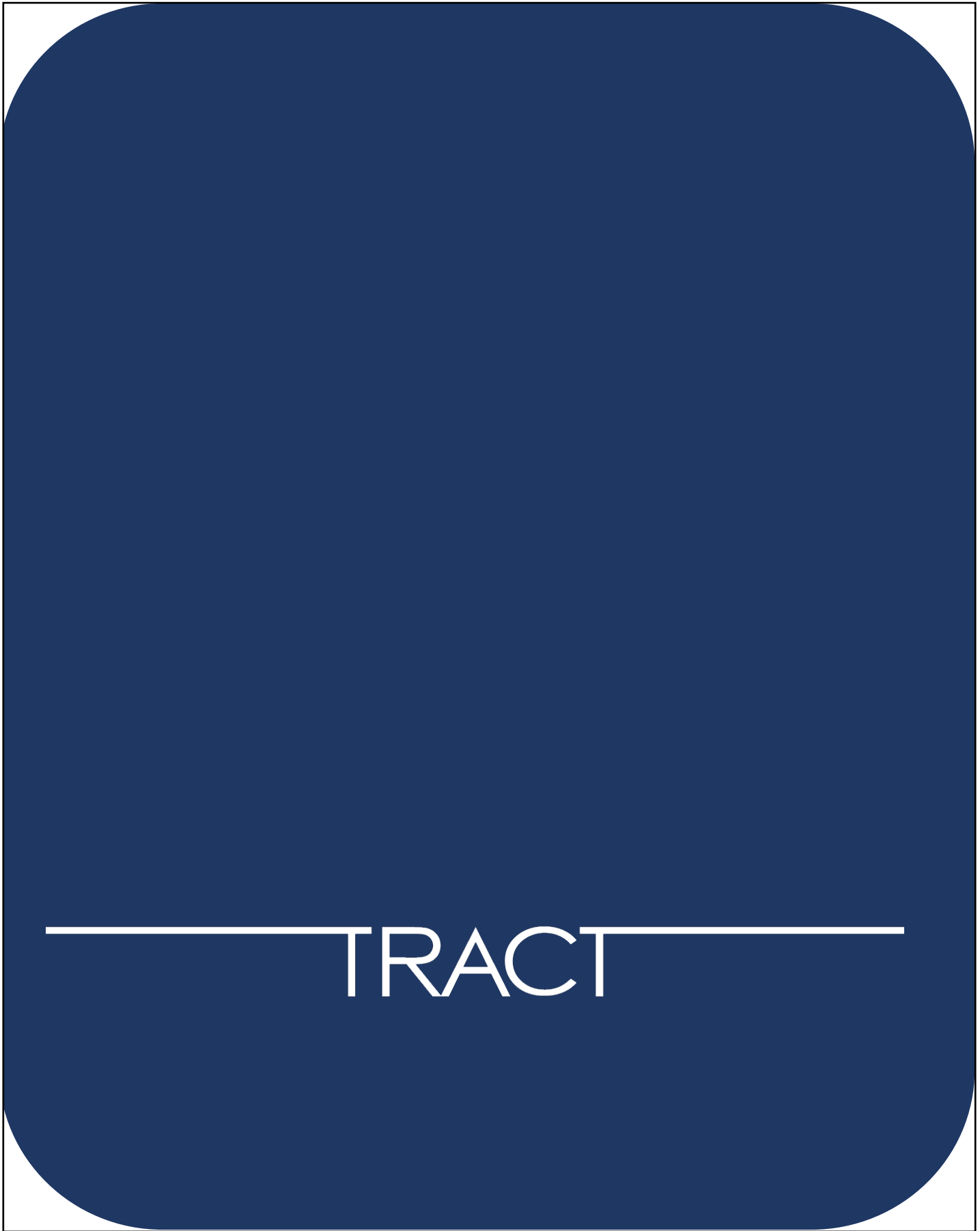
Payment Schedule

- 20% on project initiation and invoicing at project milestones thereafter.

2. BID BOND

See below proof of our certified cheque for our bid submission.







Request for Decision (RFD)

Subject: Jubilee Field Maintenance 2024

To: Peter Robinson

Meeting: Regular Meeting - 06 May 2024

Department: Recreation

Staff Contact: Jessica Parsons, Supervisor of Recreation Services

Topic Overview: The Corner Brook Baseball Association wishes to enter into an agreement with the City of Corner Brook to supply maintenance services for Jubilee Field.

Attachments: [Baseball Lease 2024 updatedfinal](#)

BACKGROUND INFORMATION:

The lease agreement has been renewed annually for the Corner Brook Baseball Association to provide efficient maintenance to Jubilee Field during the outdoor baseball season.

Recently added, section 15 incorporates the City's Respectful Workplace and Social Media policy for the Corner Brook Baseball Association to adhere to.

PROPOSED RESOLUTION:

Be it RESOLVED that the City of Corner Brook enter into a formal agreement for the calendar year of 2024 with The Corner Brook Baseball Association to supply maintenance services to Jubilee Field for the amount of \$31,200.00 HST included.

FINANCIAL IMPACT:

\$31,200.00 HST included, budgeted in PWWW Jubilee Field Hired Contractor, 01600-2310-63150.

Budget Code: 01600-2310-63150

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes maintaining Jubilee field, keeping the facilities clean of garbage and recycling as well as enforcing facility rules.

Director of Recreation Services	Approved - 30 Apr 2024
Director of Community, Engineering, Development & Planning	Approved - 01 May 2024
Administrative Assistant	Approved - 01 May 2024

City Manager

THIS INDENTURE OF LEASE made at Corner Brook, in the Province of Newfoundland this day of _____, 2024.

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

(hereinafter called "the City")

OF THE ONE PART

AND: **CORNER BROOK BASEBALL ASSOCIATION**, a body corporate established under the laws of the Province of Newfoundland

(hereinafter called "the Lessee")

OF THE OTHER PART

WHEREAS the City is the owner of lands known as the Jubilee Baseball Complex situate in the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Demised Premises").

AND WHEREAS the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of baseball;

AND WHEREAS the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH that for and in consideration of the mutual agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the ___ day of _____, 2024, and to be concluded on the ___ day of _____, 2025.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the ___ day of _____ 2024.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall subject to any direction of the City issued in accordance with clause 4(b) herein have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the sport of baseball.

(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.
5. (a) The Lessee shall, subject to any direction of the City issued in accordance with clause 4(b) or 5(b) of this indenture, be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing baseball.

(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.

(c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.

6. The Lessee shall be responsible for enforcing all rules that are posted on the premises as of the date of signing this indenture, including but not limited to the “no smoking” signage.

7. The City shall provide to the Lessee a grant in the amount of Thirty-One Thousand Two Hundred Dollars (\$31,200.00) which shall be used to offset expenses incurred by the Lessee at the Demised Premises for the term of this indenture. Should this indenture be terminated prior to the termination date set out in clause 1 of this Agreement, the Lessee shall provide an accounting of the grant to the City containing such information as requested by the City in a

form acceptable to the City. Any portion of the grant that has not been used for the purpose specified herein on or before the date of termination shall be returned to the City forthwith.

8. (a) the City shall allow the Lessee use of the following equipment as described in Schedule "A" attached hereto.

(b) Maintenance, repair and replacement of the tools and equipment specified in paragraph 8(a) shall be the sole responsibility of the Lessee except as limited in paragraph 8(C).

(c) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00. The Lessee will not be responsible for any single maintenance item, repair or replacement, above \$500.

(d) The Lessee will be responsible for grass mowing of the site as described in Schedule "B" as SF6/SF7.

9. Notwithstanding clause 4(a) of this indenture, the Lessee shall use the Demised Premises for purposes other than of pursuing the game of baseball, if such purpose is agreed to in writing by the City.

10. The Lessee shall observe all conditions and perform all covenants of this Lease.

11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the

Demised Premises without the written consent of the City which consent may be arbitrarily withheld.

- (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee with the exception of those items set out in paragraph 12 as not being the responsibility of the Lessee.
- (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain at the Demised Premises at the end of the Term, at no charge to the City.
- (d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.
- (e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies

that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:

- (i) keeping the Demised Premises free from litter;
- (ii) minor maintenance and repair necessitated by acts of vandalism;
- (iii) regular grass mowing, and field maintenance except as hereafter provided;
- (iv) all regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);
- (v) causing garbage to be placed and stored as directed from time to time by the City;
- (vi) check and clean bathrooms in the main building.
- (vii) Spring start-up work such as grading, raking, sodding, and seeding;
and
- (viii) Fall shut down work such as sodding or edging.

For further certainty the Lessee shall not be responsible for the following:

- (i) structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;

- (ii) maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;
- (iii) maintenance and repair of fences, bleachers, gates and nets except as aforesaid;

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises with the exception that the Lessee is not responsible for those items identified in paragraph 12 as not being the Lessee's responsibility.
14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.
15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the City and all laws or regulations of any governing body in any manner affecting the Demised Premises or the Lessee's use thereof. The Lessee agrees to abide by the City's *Respectful Workplace Policy* and *Social Media Use Policy* as though the Lessee were a Contractor of

the City. The Lessee agrees to resolve any issues that may arise between the Lessee and the City, its servants, employees, agents, contractors, and/or elected officials in a respectful manner and in accordance with the procedures prescribed in the City's *Complaints re Employee Conduct* policy and the City's *Municipal Officials Code of Conduct*.

16. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.
17. The Lessee shall permit the City or any person, body or corporation authorized by the City, the rite of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment), dig, break, excavate and trench any part of the said land shown in Schedule "B" as SF6/SF7 and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the rite of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation upon any part of the said land and for that purpose and the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of

the aforesaid works AND the City shall not be liable to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

18. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the lease of the Demised Premises, or any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights arising thereunder, except claims for damage resulting from the negligence of any officer, servant, employee or agent of the City while acting within the scope of his or her duties or employment or agency.

19. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies, motor or other vehicles, materials, articles ,effects or things at any time erected, brought, placed, made or being upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.

20. The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises, in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than two million dollars (\$2,000,000.00) per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a named insured under the policy.
21. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.
22. The Lessee shall pay any and all utility charges and costs at the Demised Premises accrued during the term of this indenture. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.
23. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of written

notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee. Nothing in this paragraph shall be construed so as to cause the Lessee to be responsible for those items listed in paragraph 12 as not being the Lessee's responsibility.

24. The Lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.
25. The City may, at any time during the term of this lease terminate it upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
26. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the Lessee fails to do so the City may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the City (including legal costs) in discharging liens shall be for the account of the Lessee whether or not the City chooses to terminate the Lease pursuant to this clause.

27. The City may, at its sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
28. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.
29. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.
30. 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.
31. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.
32. In the event of a breach of any provision of this Lease, other than the notice requirements for renewals, either party may give written notice of the breach to the offending party. If

the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.

33. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

34. All notices to be given pursuant to this Lease shall be delivered;

- (a) To the City

c/o City Clerk
P.O. Box 1080
Corner Brook, NL
A2H 6E1

- (b) To the Lessee

c/o The President of the Corner Brook Baseball Association
P.O. Box 464
Corner Brook, NL
A2H6E6

and shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day excluding Saturdays, next following the date of mailing. Either party may advise the other in writing of any change of address for the giving of notices.

- 35. Words importing the singular number shall include the plural and vice versa.
- 36. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.
- 37. The provisions of clauses #18, 19, 22, 23, and 26 will continue to apply, notwithstanding cessation of the lease created by this Indenture.
- 38. The Lessee covenants that in all aspects of its use of the Demised Premises it will, comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended* as if the Lessee were an Agent of the Crown.

IN WITNESS WHEREOF the parties hereto their hands and seals subscribed and set the day and year first before written attested to by the hands of their officers in that behalf duly authorized.

THE CORPORATE SEAL of the City of Corner Brook was hereunto affixed in the presence of:

MAYOR

CITY CLERK

THE CORPORATE SEAL of the Corner Brook Baseball Association was hereunto affixed in the presence of:

SCHEDULE A

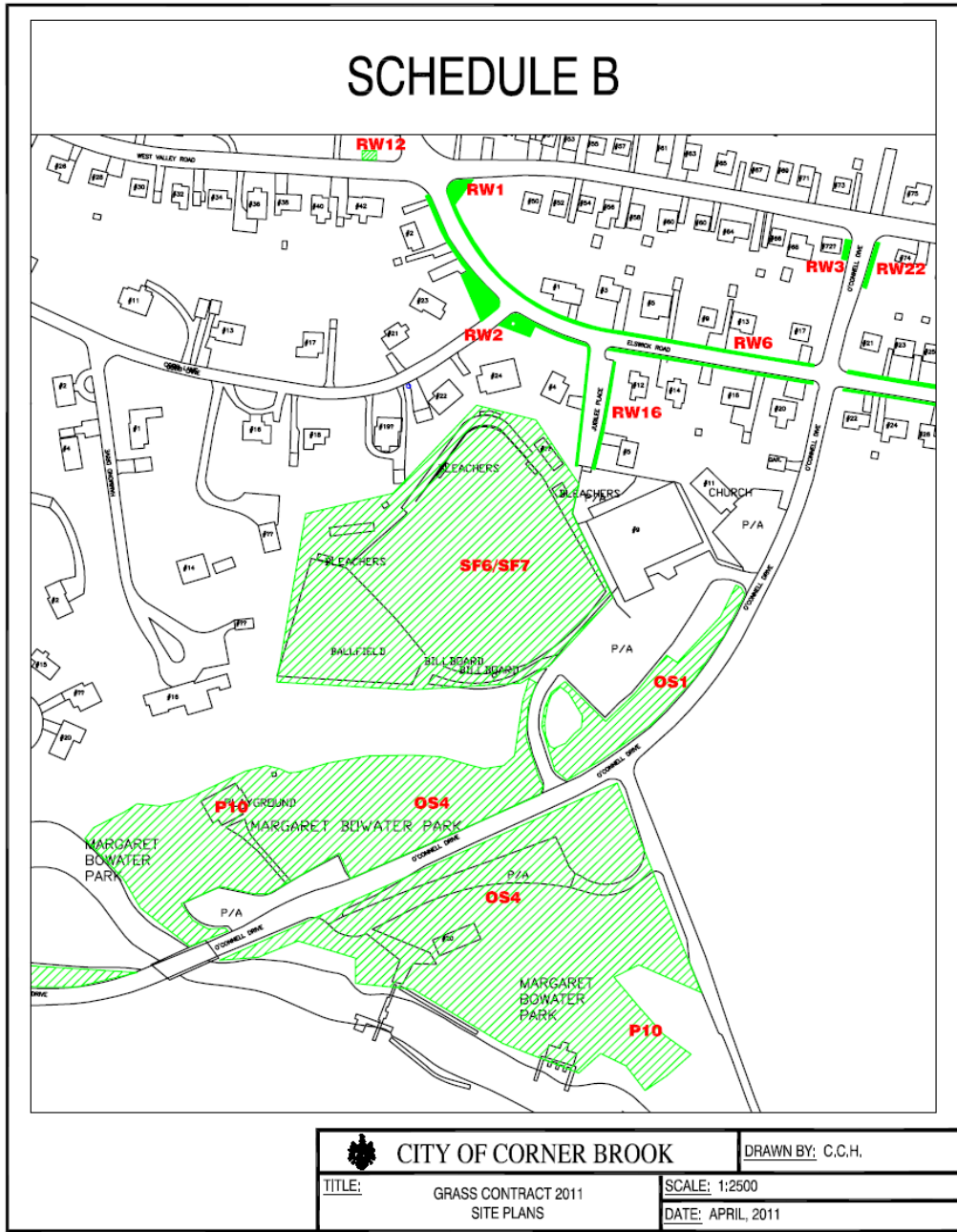
City of Corner Brook – Jubilee Field Baseball Complex Equipment and Hand Tool List

Equipment

- 1 Kubota tractor
- 1 Cub Cadet ride on mower (cost shared by City and CBBA)
- 1 tow behind spreader
- 1 tow behind tined field grubber with broom like bristles attached
- 1 field drag
- 1 sump pump
- 1 shop vac

Tools

- 1 one hundred foot tape
- 1 broom
- 1 flat top shovel
- 2 field rakes (purchased by CBBA)
- 2 hammers
- 2 field liners (1 which was purchased by the CBBA)
- 1 mall
- 1 axe
- 1 pick
- 1 crow bar
- 1 post digger
- 1 grubber
- 1 round top shovel





Request for Decision (RFD)

Subject: Wellington Street Complex Lease Agreement 2024

To: Peter Robinson

Meeting: Regular Meeting - 06 May 2024

Department: Recreation

Staff Contact: Jessica Parsons, Supervisor of Recreation Services

Topic Overview: The Corner Brook United Soccer Club wishes to enter into an agreement with the City of Corner Brook to supply maintenance services for the Wellington Street Complex.

Attachments: [CBUSClease2024](#)

BACKGROUND INFORMATION:

This contract has been renewed annually to provide efficient maintenance to the Wellington Street Complex during the outdoor sporting season.

PROPOSED RESOLUTION:

Be it RESOLVED, That the City of Corner Brook enter into a formal agreement for the calendar year of 2024 with The Corner Brook United Soccer Club to supply maintenance services to the Wellington Street Complex for the amount of \$26,520.00.

FINANCIAL IMPACT:

\$26,520.00 HST included, budgeted in PWWW Wellington Street Hired Contractor, 01600-2370-63150.

Budget Code: 01600-2370-63150

ENVIRONMENTAL IMPLICATIONS:

Contract includes maintaining the Wellington soccer building, soccer field, beach volleyball courts and tennis facility, keeping the facilities clean of garbage and recycling as well as enforcing facility rules.

Director of Recreation Services Approved - 02 May 2024

Director of Community, Engineering,
Development & Planning Approved - 02 May 2024

Administrative Assistant Approved - 02 May 2024

City Manager

THIS INDENTURE OF LEASE made at Corner Brook, in the Province of Newfoundland this day of _____, 2024.

BETWEEN: **THE CITY OF CORNER BROOK**, a statutory corporation under the provision of The City of Corner Brook Act, Chapter C-15
(hereinafter called "the City")

OF THE ONE PART

AND: **CORNER BROOK UNITED SOCCER CLUB**, a body corporate established under the laws of the Province of Newfoundland
(hereinafter called "the Lessee")

OF THE OTHER PART

WHEREAS the City is the owner of lands known as the Wellington Street Complex situate in the City of Corner Brook, more particularly described in Schedule "A" attached hereto (hereinafter called "the Demised Premises").

AND WHEREAS the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of soccer, tennis, beach volleyball and touch football;

AND WHEREAS the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH that for and in consideration of the Demised Premises and the agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the 1st day of May 2024, and to be concluded on the 30th day of April 2025.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the 1st day of May in each year of the Term.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the games of soccer, tennis, beach volleyball and touch football.

(b) Notwithstanding the foregoing paragraph 4(a) and anything else in the Lease the City may, at any time by direction in writing to the lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.

2

(c) All other user groups shall provide the City with evidence of a general liability insurance policy, with cross liability coverage satisfactory to the City and the Lessee, and both the City and the Lessee shall be named insureds under the policy.

5. (a) The Lessee shall be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing soccer, tennis, beach volleyball and touch football.

(b) Notwithstanding the foregoing paragraph 5(a) and anything else in this Lease the City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.

(c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion, may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.

6. The Lessee shall be responsible for enforcing all rules that are posted on the premises (i.e. No Smoking, No Chewing Gum).

7. The City shall provide to the Lessee a grant. The amount of grant shall be subject to the amount of time that the Demised Premises are open and the Lessee operates soccer programs on the Demised Premises provided that the maximum grant shall not exceed **Twenty Six Thousand Five Hundred Twenty dollars (\$26,520.00)**.

Should this indenture be terminated prior to the termination date set out in clause 1 of this Agreement, the Lessee shall provide an accounting of the grant to the City containing such information as requested by the City in a form acceptable to the City. Any portion of the grant that has not been used for the purpose specified herein on or before the date of termination shall be returned to the City forthwith.

8. (a) the City shall allow the Lessee use of the following equipment for the term of the Lease:

(v) One Field Turf Sweeper

(vi) One Field Turf GroomRight

(b) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00.

9. The Lessee shall use the Demised Premises only for the purposes of pursuing the game of soccer, tennis, beach volleyball or touch football, or as otherwise agreed to in writing by the City from time to time.
10. The Lessee shall observe all conditions and perform all covenants of this Lease.
11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the Demised Premises without the written consent of the City which consent may be arbitrarily withheld.
- (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee.
- (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain at the Demised Premises at the end of the Term, at no charge to the City.
- (d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.

(e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:

- (i) Keeping the Demised Premises free from litter;
- (ii) Minor maintenance and repair necessitated by acts of vandalism (i.e. graffiti, broken signs, etc.);
- (iii) Regular grass mowing, and field maintenance except as hereafter provided;
- (iv) All regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);
- (v) causing garbage to be placed and stored as directed from time to time by the City; and
- (vi) Checking and cleaning bathrooms in both the main building and building at the tennis courts;
- (vii) Checking beach volleyball courts for glass, metals and rocks by raking the sand;
- (viii) All Field Turf maintenance as described in Schedule "A" attached hereto and

For further certainty the Lessee shall not be responsible for the following:

- (i) Structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;
- (ii) Maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;
- (iii) Turf maintenance (except mowing), including fertilization, aeration, liming and weed control;
- (iv) Maintenance and repair of fences, bleachers, gates and nets except as aforesaid;
- (v) Spring start-up work such as grading, sodding, and seeding; and
- (vi) Fall shut down work such as sodding or edging

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises.
14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.
15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the City and all laws or regulations of any governing body in any manner affecting the 8 Demised Premises or the Lessee's use thereof. The Lessee agrees to abide by the City's Respectful Workplace Policy and Social Media Use Policy as though the Lessee were a Contractor of the City. The Lessee agrees to resolve any issues that may arise between the Lessee and the City, its servants, employees, agents, contractors, and/or elected officials in a respectful manner and in accordance with the procedures prescribed in the

City's Complaints re Employee Conduct policy and the City's Municipal Officials Code of Conduct.

16. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the city and all laws or regulations of any governing body in any manner affecting the Demised Premises or the Lessee's use thereof.
17. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.
18. The Lessee shall permit the City or any person, body or corporation authorized by the City, the right of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land described in Schedule "A" and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the right of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation

8

upon any part of the said land and for that purpose and the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works AND the City shall not be liable to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

19. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the performance of maintenance duties performed by the Lessee at the Demised Premises pursuant to section 12 of this Lease, or any action taken or things done or maintained by virtue thereof, except claims for damage resulting from the negligence of any officer, servant, employee or agent of the City. while acting within the scope of his or her duties or employment or agency.
20. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies motor or other vehicles,

materials, articles effects or things at any time erected, brought, placed, made or being upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.

21. (a)The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than \$2,000,000.00 per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a name additional insured under the policy.

(b) The City shall maintain during the term of this Lease or any renewal thereto a public liability insurance policy with an insurer acceptable to the Lessee covering all of its undertakings with respect to this Lease providing coverage of not less than \$2,000,000.00 per incident. The City shall provide the Lessee with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the Lessee and the Lessee shall be an additional insured under the policy.

22. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.

23. The Lessee shall pay any and all utility charges and costs at the Demised Premises. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.

24. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatsoever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

25. The lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.

26. The City, may at any time during the term of this lease terminate it without cause upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
27. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the lessee fails to do so the Lessor may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the Lessor (including legal costs) in discharging liens shall be for the account of the lessee whether or not the Lessor chooses to terminate the Lease pursuant to this clause.
28. The Lessor may, at is sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
29. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.
30. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.

31. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
32. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.
33. In the event of a breach of any provision of this Lease pertaining to public health and safety, the City may terminate the Lease immediately upon giving the Lessee written notice. In the event of a breach of any other provision of this Lease, either party may give written notice of the breach to the offending party. If the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.
34. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of

the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

35. All notices to be given pursuant to this Lease shall be delivered;

(a) to the City
c/o City Clerk
P.O. Box 1080
Corner Brook, NL
A2H 6E1

(b) to the Lessee
c/o The President of the Corner Brook United Soccer Club
P. O. Box 26
Corner Brook, NL
A2H 6C3

and shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day excluding Saturdays, next following the date of mailing. Either party may advise the other in writing of any change of address for the giving of notices.

36. Words importing the singular number shall include the plural and vice versa.

37. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.

IN WITNESS WHEREOF the parties hereto their hands and seals subscribed and set the day and year first before written.

THE CORPORATE SEAL of the City of Corner Brook was hereunto affixed in the presence of:

MAYOR

CITY CLERK

THE CORPORATE SEAL of the Corner Brook United Soccer Club was hereunto affixed in the presence of:

Schedule A: Field Turf Maintenance

Aerating – Season start up and season end

Raking – Every four weeks during season

Brushing – Every four weeks during season

Sweeping – As seen necessary by Lessee