



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 27, 2024** at **7 p.m. City Hall Council Chambers.**

CITY CLERK

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The meeting adjourned at

Land Acknowledgement

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

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 6 MAY, 2024 AT 7:00 PM**

PRESENT:

Mayor	J. Parsons	D. Charters, Director of Community Engineering
Deputy Mayor	L. Chaisson	Development and Planning, Acting City Manager
Councillors:	V. Granter	T. Flynn, Director of Protective Services
	B. Griffin	<i>J. Smith, City Clerk</i>
	P. Keeping	<i>P. Robinson, Director of Recreation Services</i>
		<i>J. Alexander, Sergeant-At-Arms</i>

Absent with regrets: Councillor C. Pender, Councillor P. Gill, S. Maistry, Director of Finance and Administration and D. Burden, Director of Public Works Water and Wastewater

24-43 Land Acknowledgement

Deputy Mayor L. Chaisson read the Land Acknowledgment.

24-44 Approval of Agenda

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

24-45 Approval of Minutes- Committee of the Whole April 22, 2024

On motion by Councillor V. Granter, seconded by Councillor P. Keeping, it is **RESOLVED** to approve the minutes of the Committee of the Whole Council Meeting of April 22, 2024. **MOTION CARRIED.**

24-46 Ratification of Decisions

As per section 41(3) of the City of Corner Brook Act, the following minutes were brought forward for ratification:

CC23-024- Approval of Agenda [Granter/Chaisson]

CC23-026- Deep Gulch Culvert Replacement 2024-01 [Granter/Chaisson]

MOTION CARRIED FOR ALL MINUTES.

24-47 Business Arising From Minutes

No items were brought forward.

24-48 Proclamations and Events

The Mayor declared the following proclamations were made:

- May 1 was declared World Maternal Mental Health Day;
- May 5-11 was declared Heart Failure Awareness Week;

- May 5-11 was declared Municipal Awareness Week;

The Mayor also recognized "Red Dress Day" in which Deputy Mayor L. Chaisson attended last weekend to represent the City and Council. The Deputy Mayor advised that Red Dress Day is a day to recognize murdered and missing indigenous women across the country. The Mayor also recognized the 100th anniversary of the Salvation Army, of which celebrations were held over the weekend as well.

24-49 Landslide Remediation Efforts

Councillor V. Granter provided an update on the Riverside Drive landslide remediation efforts. The geotechnical consultant recently provided staff with a plan to begin remediation, which will begin with installing protective measures to ensure safety for crews and public, then clean up can begin with clearing the roadway and repair damaged infrastructure. It is anticipated that remediation will begin this week, weather permitting.

24-50 Asphalt Patching Contract No. 2024-10

On motion by Councillor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** the City of Corner Brook Council award Contract No. 2024-10 Asphalt Patching in the amount of \$441,168.75 (HST included) to Marine Contractors Inc. **MOTION CARRIED.**

24-51 Standing Offer - Hired Equipment Services - Summer 2024

On motion by Deputy Mayor L. Chaisson, seconded by Councillor B. Griffin, it is **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the quotations for Hired Equipment Services as stated in the attached document for a seven-month period (May 22nd to December 21st, 2024) on a standing offer basis. **MOTION CARRIED.**

24-52 Lease of 2 Rubber Tire Mounted Loaders (with Snow Clearing Equip)

On motion by Deputy Mayor L. Chaisson, seconded by Councillor V. Granter, it is **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. **MOTION CARRIED.**

24-53 RFP - Phase 1: Trail Assessment & Design

On motion by Councillor B. Griffin, seconded by Councillor V. Granter, it is **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.

It is **FURTHER RESOLVED** 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). **MOTION CARRIED.**

24-54 Jubilee Field Maintenance 2024

On motion by Councillor P. Keeping, seconded by Councillor B. Griffin, it is **RESOLVED** that the City of Corner Brook enter into a formal agreement for the calendar year of 2024 with The Corner Brook Baseball Association for \$31,200.00 (HST included) to supply maintenance services to Jubilee Field. **MOTION CARRIED.**

24-55 Wellington Street Complex Lease Agreement 2024

On motion by Councillor B. Griffin, seconded by Councillor P. Keeping, it is **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 for the amount of \$26,520.00 to supply maintenance services to the Wellington Street Complex **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 7:26 p.m.

City Clerk

Mayor



Information Report (IR)

Subject: Proclamations and Events

To: Darren Charters
Meeting: Regular Meeting - 27 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: [National Nursing Week 2024 - Proclamation](#)
[Ehlers-Danlos Syndrome](#)
[MS Awareness Month 2024](#)
[Recreation Month 2024](#)

BACKGROUND INFORMATION:

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

- **May 6-12 was declared National Nursing Week-** an opportunity to recognize the contributions of the nurses who work tirelessly across all healthcare sectors, including on the front lines in hospitals, long-term care homes, primary care, and those working in the public health community sector, education, and research;
- **May was declared Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month-** a group of disorders that affect the body's connective tissues including the skin, joints, blood vessels, digestive system, and many other organs and tissues;
- **May was declared MS Awareness Month-** multiple sclerosis is a chronic, often disabling neurological disease affecting an estimated 1 in 400 Canadians and approximately 90,000 across the country;
- **June was declared Recreation Month-** to recognize that recreation enhances quality of life, active living and lifelong learning, helps people to live happier and longer, develops creativity, and builds healthy bodies and positive lifestyles.

City Clerk

Approved - 17 May 2024

Director of Community, Engineering,
Development & Planning
Administrative Assistant

Approved - 17 May 2024

Approved - 22 May 2024

City Manager

Event: National Nursing Week

Date: May 6 to 12, 2024

Whereas, National Nursing Week is an opportunity to recognize the contributions of the nurses who work tirelessly across all health care sectors, including on the front lines in hospitals, long-term care homes, primary care, and those working in the public health community sector, education and research; and

Whereas, the Canadian Nurses Association's theme for 2024 is **Changing Lives. Shaping Tomorrow** to recognize the contributions of the tremendous impact that nurses have on individuals, communities, and the future of health care:

1. **Changing Lives:**

- **Patient impact:** Nurses play a crucial role in directly impacting the lives of patients. Through their care, compassion and expertise, they contribute to positive changes in the health and well-being of individuals.
- **Advocacy:** Nurses often advocate for their patients, ensuring they receive the best possible care and support. This advocacy can bring about transformative changes in people's lives.

2. **Shaping Tomorrow:**

- **Innovation:** Nurses are at the forefront of health-care innovation, contributing to advancements in treatments, technologies and patient care practices. Their commitment to learning and adapting helps shape the future of health care.
- **Educational influence:** Nurses, as educators, have a significant impact on shaping the next generation of health-care professionals. Their knowledge and mentorship influence the future of the nursing profession.

; and

Whereas, the COVID-19 Pandemic further highlighted the courage and commitment that nurses bring to their work each day and the crucial role that nurses play in our community; and

Whereas, the city of Corner Brook recognizes and thanks its nursing staff for their care and dedication in supporting our residents to live lives of purpose, choice, dignity, and respect;

Therefore be it resolved that I, _____, Mayor, do hereby proclaim May 6 to 12, 2024 to be National Nursing Week in the city of Corner Brook.

Be it further resolved that I, _____, Mayor, urge all residents of Corner Brook to recognize and thank our nurses for their dedication and devotion to the essential work they do in caring for our community."

Dated this 6th day of May 2024

_____, Mayor of Corner Brook

Proclamation

Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month May 1st – 31st, 2024

WHEREAS: Ehlers-Danlos Syndromes (EDS) are a group of 13 heritable disorders that affect the body's connective tissues including the skin, joints, blood vessels, digestive system, and many other organs and tissues. EDS is categorized by looseness, instability, and dislocations of the joints, fragile and often hyper-elastic skin that bruises, scars, and tears easily, unpredictable arterial and organ rupture causing acute pain, excessive internal bleeding, shock, stroke, and premature death; and

WHEREAS: it is estimated that 1 in 5000 individuals are born with EDS; and

WHEREAS: Hypermobility Spectrum Disorders (HSD) are diagnosed when the musculoskeletal complications of joint hypermobility and joint instability (ease of injury, joint pain, and dislocations for example) arise in a person who does not have the defining features of EDS or another connective tissue disorder; and

WHEREAS: EDS and HSD is frequently misdiagnosed or undiagnosed; and

WHEREAS: early and accurate diagnosis provides the opportunity to create medical plans that improve quality of life; and

WHEREAS: further medical research and awareness can bring hope for treatment and a cure; and

WHEREAS: EDS and HSD Awareness Month is an opportunity to further educate the public and medical community in recognizing the signs and symptoms of these conditions.

THEREFORE: I, Mayor Jim Parsons, do hereby proclaim May as Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month in the City of Corner Brook.

Signed at City Hall, Corner Brook, NL on this ____ day of May 2024.

Jim Parsons, Mayor
City of Corner Brook



PROCLAMATION

WHEREAS, multiple sclerosis is a chronic, often disabling neurological disease affecting an estimated 1 in 400 Canadians and approximately 90,000 across the country; and

WHEREAS, multiple sclerosis symptoms vary widely and may lead to problems with numbness, coordination, vision and speech, as well as extreme fatigue and even paralysis; and

WHEREAS, there is no known cause of, prevention of, or cure for multiple sclerosis; and

WHEREAS, MS Canada is the only national organization in Canada that supports both MS research and services for people with MS and their families; and

WHEREAS, annual fundraising events such as the MS Walk, MS Bike, and A & W Canada's *Burgers to Beat MS* campaign support programs to enhance the lives of people affected by multiple sclerosis and their families and support MS research in Canada; and

WHEREAS, since 1948, MS Canada has contributed over \$200 million towards MS research; and is grateful for the dedication and commitment of its supporters and volunteers that has made this possible; and

WHEREAS, together we will find ways to connect and empower the MS community to create positive change and see a world free of multiple sclerosis

NOW, THEREFORE, I, Jim Parsons, Mayor of the City of Corner Brook of the Province of NL, Canada, do hereby proclaim this month of May 2024 to be MS Awareness Month for MS Canada.

(Signature)

To connect and empower the MS community to create positive change.



PROCLAMATION RECREATION MONTH

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

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

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

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

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

Signed this _____ day of _____, 2024 by:

Name of Community

Mayor/Councillor Signature





Request for Decision (RFD)

Subject: Corner Brook United Soccer Club - Mowing Contract 2024

To: Peter Robinson

Meeting: Regular Meeting - 27 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 mowing services for the Ambrose O’Reilly, Monarch Complex and George “Daddy” Dawe soccer fields.

Attachments: [MOU Grass Cutting City 2024 final](#)

BACKGROUND INFORMATION:

This contract has been renewed annually to provide efficient mowing and maintenance to the grass soccer fields within the city. The agreement is therefore being brought forward for Council approval for the 2024 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 mowing services for the Ambrose O’Reilly, Monarch Complex and George “Daddy” Dawe soccer fields at a cost of \$11,000 (HST Included).

FINANCIAL IMPACT:

\$11,000.00 HST included, budgeted in PWWW Mowing Contract, 01600-2370-63150.

Budget Code: 01600-2370-63150

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes mowing and lining of the City owned grass soccer fields in an environmentally efficient manner.

RECOMMENDATION:

That the City of Corner Brook enter into a formal agreement for the calendar year of 2024 with The Corner Brook Minor Soccer Association to supply mowing services for the Ambrose O’Reilly, Monarch Complex and George “Daddy” Dawe soccer fields.

ALTERNATIVE IMPLICATIONS:

1. Council can accept staff's recommendation and approve the product contract.
2. If Council decides not to approve the proposed contract, Council shall provide staff with further direction.

Director of Recreation Services	Approved - 22 May 2024
Director of Community, Engineering, Development & Planning	Approved - 22 May 2024
Administrative Assistant	Approved - 22 May 2024

City Manager

MOU City & Soccer Assoc
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This Memorandum of Understanding made at the City of Corner Brook, in the Province of Newfoundland and Labrador, this _____ day of _____ 2024.

Between: The City of Corner Brook (The City)

And: Corner Brook United Soccer Club Inc. (CBUSC)

The purpose of this Memorandum is to provide the CBUSC with the means to enter into grass mowing and whipper snipping activities upon City owned property traditionally used by CBMSA for the purpose of playing soccer. To this end both parties agree to the following terms and conditions:

1. The City of Corner Brook will provide the Corner Brook United Soccer Club (CBUSC) \$11,000.00 for the 2024 season. This amount will cover expenses incurred by the CBUSC to complete traditional lining, mowing and whipper snipping of 3 soccer fields. Included are Dawe Soccer Field at O'Connell Drive, O'Reilly Soccer Field at St. Mark's Avenue and the Monarch's Complex Soccer Field at the top of Mayfair Avenue. Provisions of the \$11,000.00 will include all lining, mowing and whipper snipping activities, the tendering of services if required, insurances and all other administrative fees and payments that may be required from time to time in the execution (by the CBUSC) of any and all contracts related to this activity.
2. Further, to facilitate appropriate and timely regular maintenance activities traditionally completed by the Recreation Services Division (aerating, fertilizing, , etc.), the CBUSC or designate will submit a grass cutting /whipper snipping schedule as agreed upon by the Association and Recreation Services Division officials to the Recreation Services Division. This schedule shall be submitted at the beginning of each grass-cutting season. Any changes to this schedule or in the event of special or one-time mowing activities, as in the case of preparing fields for tournaments, will be formally communicated in writing to the Recreation Services Division.
3. In the case of field line marking, lines will be mowed to a grass height of $\frac{1}{4}$ - $\frac{1}{2}$ inch by the CBUSC or designate, in advance of the field being lined.
4. For purposes of clarity, the following will constitute the extent of mowing/whipping at each site:
 - a) Monarch's Complex Soccer Field: That area within the boundaries of the fencing including areas under and/or around bleachers, benches, posts, poles and all other site amenities. The embankment adjacent to the soccer field and existing parking lot will be mowed bi-weekly and the exterior aspect of the soccer field will

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be whipped/mowed when required extending from the fence to a width of not less than five (5) feet.

- b) O'Reilly Soccer Field: That area within the boundaries of the fencing including the embankment located at the north end of the field and also situated inside the fencing. Those areas under and/or around proposed bleachers, benches, posts, poles, and all other site amenities. That area at the south end of the field situated between the fence and the paved parking lot wrapping around to include the access stairways to the Kinsmen Club building. The remaining exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet.
 - c) Dawe Soccer Field: That area within the boundaries of the fencing on three sides and at the western field boundary to the crest of the existing ditch. Those areas under and/or around bleachers, benches, posts, poles and all other site amenities. The exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet where possible.
5. All mowing activities completed by or on behalf of the CBUSC, will comply with all relevant City of Corner Brook By-Laws and established policies and procedures as well as other Provincial and Federal acts and regulations. Any or all damages caused as a result of completing activities related to grass cutting/whipper snipping to public or private property shall be the responsibility of the CBUSC.
 6. Funds shall be subject to the amount of time that the above facilities are open during the 2024 season provided that the maximum grant shall not exceed Eleven Thousand dollars (\$11,000.00). The City will provide CBUSC with funds equal to Five Hundred Eighty Eight dollars (\$588.00) per week for each week that the facilities are open and maintained for soccer purposes over a 17 week period.
 7. Upon completion of the 2024 season, an evaluation of the benefits shall occur between the City of Corner Brook and the CBUSC to determine the viability of this agreement in subsequent years. As a result this agreement will be in effect for one (1) season from May 1, 2024 through October 31 2024.
 8. The City of Corner Brook reserves the right, for any reason, to temporarily or permanently close either of the facilities contained within this agreement, without prejudice, and to pro rate the amount of dispersement to CBUSA per field per full week of closure namely; \$3,000 divided by 17 weeks or \$176 per week.

The following signatories represent both parties involved in this agreement and with their signatures agree to abide by this "Memorandum of Understanding".

MOU City & Soccer Assoc
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City of Corner Brook

Corner Brook United Soccer Club

Date

Date



Request for Decision (RFD)

Subject: Margaret Bowater Park Cleaning Contract 2024

To: Peter Robinson

Meeting: Regular Meeting - 27 May 2024

Department: Recreation

Staff Contact: Jessica Parsons, Supervisor of Recreation Services

Topic Overview: The following is to approve cleaning services for the facilities at Margaret Bowater Park.

Attachments: [MBP Cleaning 2024](#)

BACKGROUND INFORMATION:

Humber Valley Employment Corporation has been responsible for cleaning the Margaret Bowater Park Building since its reopening in 2011. The Humber Valley Employment Corporation is a community organization that collaborates with its partners to facilitate the inclusion of individuals with disabilities into the labour force. Maintaining cleanliness in the park is essential to ensuring an enjoyable experience for residents and visitors and therefore these services are an important part of our operations at the park.

PROPOSED RESOLUTION:

Be it RESOLVED to approve the execution of the grant agreement with the Humber Valley Employment Corporation in the amount of \$26,715.00 (HST Inc.) for cleaning service at Margaret Bowater Park.

FINANCIAL IMPACT:

This item is budgeted for under Recreation - Margaret Bowater Park Cleaning (\$26,715.00)

Budget Code: 1250-64855

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes maintaining the Margaret Bowater Park Building, cleaning the washrooms as well as keeping the facilities clean of garbage and recycling.

RECOMMENDATION:

Staff recommends approving the cleaning agreement for the 2024 season with Humber Valley Employment Corporation to supply cleaning services to Margaret Bowater Park facilities.

ALTERNATIVE IMPLICATIONS:

Options:

1. Council can approve the grant agreement as proposed.
2. If Council does not approve the grant agreement as proposed, staff will require further direction as services would need to be acquired for the purpose of cleaning the facility for the 2024 season.

Director of Recreation Services	Approved - 22 May 2024
Director of Community, Engineering, Development & Planning	Approved - 23 May 2024
Administrative Assistant	Approved - 23 May 2024

City Manager

THIS GRANT AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this ___ day of May Anno Domini two thousand and twenty-three.

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".

AND **HUMBER VALLEY COMMUNITY EMPLOYMENT CORPORATION**, a body corporate duly registered in the Province of Newfoundland and Labrador

hereinafter called "HVCEC".

WHEREAS the City wishes to have custodial services provided at Margaret Bowater Park;

AND WHEREAS HVCEC wishes to provide custodial services;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and conditions herein set forth, the parties hereby agree as follows:

1. HVCEC agrees to provide the City with custodial services at Margaret Bowater Park ("The Park") located on O'Connell Drive in the City of Corner Brook, including the building thereon which houses the concession stand, washrooms and changerooms, cleaning of the eating area, park grounds and garbage bins and weekly dumpster removal commencing May 21st 2024 and ending October 15th, 2024 ("The Term"). Hours of operation for May 21st -September 3rd include 11:30 am to 7:30 pm. Hours of operation for September 4th – October 15th include 3:00 pm – 7:00 pm.
2. The City agrees to pay to HVCEC the sum of Twenty-Six Thousand Seven Hundred and Fifteen Dollars (\$26,715.00) for the provision of custodial services after such services have been provided to the satisfaction of the City in accordance with the provisions set out in this grant agreement upon completion of the services and after final inspection by the City on the 18th of October, 2024.
3. The City covenants to:

- A. Maintain the existing water supply when reasonably possible at the Park for the use of HVCEC in providing custodial services;
 - B. Provide access to the Park as needed for provision of the custodial services;
 - C. To inspect regularly and to notify HVCEC promptly of any dissatisfaction with provision of its custodial services; and
 - D. Ensure the building at the Park is maintained for annual start up operations and annual facility shut down.
4. HVCEC covenants to:
- A. Be responsible for the daily start up and shut down activities related to the custodial services and related equipment;
 - B. Provide the custodial services at the times and in the manners specified in its proposed cleaning contract and attachment to cleaning contract.
 - C. Not assign or transfer the custodial services, or any of its rights or obligations under this Agreement, without the consent of the City, provided that such consent may be arbitrarily refused by the City in its sole and uncontrollable discretion;
 - D. At its own expense obtain all licenses and permits that may be required for and in connection with the provision of custodial services;
 - E. Co-operate with the City and/or its duly authorized representatives, in such tasks as requested pertaining to the provision of custodial services, including but not limited to facilitating the City's entrance to the building at the Park any time for any reason;
 - F. At all times observe and comply with and endeavor to ensure strict observance of and compliance with all statutory requirements, regulations, rules and/or by-laws of every municipal or other authority which in any manner affect or relate to the Park and/or building and/or the use of the Park and/or building, or any part thereof;
 - G. Keep and maintain the washrooms, changerooms, building, and outdoor eating areas in a clean, sanitary, attractive condition that is satisfactory to the City and the Department of Health and Community Service for the Province of Newfoundland &

Labrador and regularly ensure disposal of all garbage, waste and recyclable material and rubbish throughout the Park;

- H. Notify the City immediately with respect to any damage occurring to the Park, the building or the equipment therein;
 - I. Not alter the Park, building or equipment without prior consent of the City;
 - J. Provide sufficient supervision and Personal Protective Equipment to employees while cleaning duties are being completed.
 - K. At all times indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the City and HVCEC) directly or indirectly arising out of, resulting from or sustained as a result of HVCEC's provision of custodial services;
5. If at any time HVCEC is in default in the performance of any of the covenants and agreements therein set forth to be performed by HVCEC, and such default continues for five(5) days after the receipt by HVCEC of notice in writing from the Supervisor of Recreation Services of the City setting out the particulars of such default, the City shall have the right to terminate this agreement forthwith and thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise howsoever, including but not limited to any damages for loss of business.
6. The City reserves the right to terminate this agreement for any reason without showing cause by giving ten (10) days written notice to HVCEC. Thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise including but not limited to any damages for loss of business save and except for such custodial services that have been provided to the City up to the date of termination which payment shall be pro-rated in accordance with the number of days such services were provided as compared to the total number of

days set out in the Term herein.

7. Upon failure by HVCEC to comply with any covenant(s) incumbent upon it under this Agreement within five (5) days after written notice requiring such compliance is given by the City to HVCEC, the City may fulfill such covenant(s) at the sole expense of HVCEC, who shall forthwith upon being invoiced therefor reimburse the City who in default of such reimbursement may collect same as a debt owing and in arrears. Nothing herein prevents the City from electing to terminate this tenancy for default as set out in clause #5 of this Agreement.
8. HVCEC agrees to indemnify the City for any damage to the Park, building or its furnishings and fixtures and any part thereof due to any act of HVCEC, its agents or employees, or of any person using the said premises by reason of the use thereof by HVCEC.
9. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
10. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:
 - (i) In the case of notice to the City to:

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

Humber Valley Community Employment Corporation
P.O. Box 415
Corner Brook, NL
A2H 6E3

Or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the

addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day, excluding Saturdays, next following the date of mailing.

11. All sums, debts, payments or otherwise, payable to the City under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged to the City by its bankers until the actual date of payment.
12. HVCEC shall pay to the City all the City's legal costs on a solicitor and client basis, of all actions or other proceedings in which the City participates in connection with, or arising out of the obligations of HVCEC under this Agreement or arising out of HVCEC's provision of custodial services, except to the extent that the City is not successful therein.
13.
 - (a) No condonation, excusing or overlooking by the City of any default, breach or non-observance of any of HVCEC's obligations under this Agreement at any time shall affect the City's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
 - (b) No waiver shall be inferred from or implied by anything done or omitted by the City.
 - (c) Any written waiver by the City shall have effect only in accordance with its expressed terms.
 - (d) All rights and remedies of the City under this Agreement shall be cumulative and not alternative.
14. HVCEC acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the provision of custodial services and which may be modified only by further written agreement under seal.
15. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
16. The provisions of this indenture shall be binding upon and ensure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.

17. If any of the provisions of this Agreement 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 Agreement.

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

THE CORPORATE SEAL of the
Corner Brook City Council was
hereunto affixed and these
presents executed by its
duly authorized signing officers
in the presence of:

CORNER BROOK CITY COUNCIL

Witness

Mayor or Deputy Mayor

Witness

City Manager or City Clerk

THE CORPORATE SEAL of the
Humber Valley Community
Employment Corporation was
hereunto affixed and these
presents executed by its
duly authorized signing officers
in the presence of:

Witness

Director



Request for Decision (RFD)

Subject: Great Trail Enhancement Phase 2 - 2024-11

To: Darren Charters

Meeting: Regular Meeting - 27 May 2024

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [TENDER FOR GREAT TRAIL ENHANCEMENT PHASE 2 CONTRACT NO. 2024-11 FROM WEST COAST EXCAVATING Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook requested bids for Phase 2 of the Great Trail Enhancement, which will include the establishment of a continuous transportation and recreational route running along the City of Corner Brook waterfront from Mill Road to the Man in the Mountain lookout. Tenders for the Great Trail Enhancement Phase 2 Contract No. 2024-11, closed on May 14, 2024, with two bids received as follows:

West Coast Excavating & Equipment Co. Ltd. \$2,076,747.05 (HST Included)

Marine Contractors Inc. \$2,270,720.43 (HST Included)

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook award Contract 2024-11 Great Trail Enhancement Phase 2 to West Coast Excavating & Equipment Co. Ltd. in the amount of \$2,076,747.05 (HST Included)

FINANCIAL IMPACT:

Pre-Tender Construction Estimate \$2,219,237.80 (HST Included)

Budget Code: ATF-1278

Finance Type: Funding

Director of Community, Engineering,
Development & Planning

Approved - 21 May 2024

Administrative Assistant

Approved - 22 May 2024

City Manager

TENDER FORM



GOVERNMENT OF NEWFOUNDLAND AND
LABRADOR TENDER FORM
UNIT PRICE CONTRACT

Tender for: Great Trail Enhancement, Phase 2
Contract # 2024-11

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

Two Million Seventy-Six Thousand Seven Hundred Forty-Seven
Dollars and Five cents

(\$ 2,076,747.05) 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 95 (Ninetyfive) working days from the date of notification of award of contract.
3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders
- (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

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

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

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

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

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

- 9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
- 10. WE hereby acknowledge receipt of the following
addenda: Addendum No.
Addendum No. 1
- 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: West Coast Excavating and Equipment Company Ltd.

Address: 19 Maple Valley Rd, Corner Brook, NL, P.O. Box 266

Postal Code: A2H 6C9 E-Mail wce@nf.aibn.com

Ph # 709-639-9423 Fax # 709-639-7019



Corporate Seal

[Redacted Signature] _____
Signing Officer

[Redacted Signature] _____
Signing Officer

[Redacted Signature] _____
Witnessed by

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; margin: 0;">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 _____

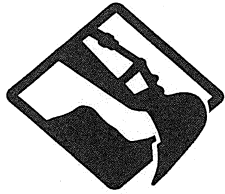
And shall be submitted as part of the Form of Tender.

<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.

CITY OF CORNER BROOK					
GREAT TRAIL ENHANCEMENT, PHASE 2					
PN: ATF-1278					
10-Apr-24					
SCHEDULE OF QUANTITIES					
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 obligations and liabilities under the contract. HST, if applicable, is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.					
SECTION	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
DIVISION #1					
01000	Project Specific Specification				
	1. Informational Sign Board Installation (including posts, concrete, brackets and associated hardware, complete)	Each	18	\$ 2,200.00	\$ 39,600.00
	2. Benches	Each	4	\$ 3,500.00	\$ 14,000.00
01010	Mobilization & Demobilization				
	(not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of item a. "sub-total" on last page)	LS	1	\$ 25,000.00	\$ 25,000.00
01020	Cash Allowance				
	1. Great Trail Gateway Entrance Signage	Each	2	\$ 5,000.00	\$ 10,000.00
	2. Petroleum Product Cost Adjustment	Each	1	\$ 5,000.00	\$ 5,000.00
01570	Traffic Regulations				
	1. Flagpersons wages	Hour	2200	\$ 32.00	\$ 70,400.00
01580	Project Signage				
	1. Project sign - federal	LS	1	\$ 1,500.00	\$ 1,500.00
01582	Sign and Signpost Installations				
	1. Type A - RA-1	Each	10	\$ 1,600.00	\$ 16,000.00
	2. Type A - WC-44L	Each	5	\$ 1,600.00	\$ 8,000.00
	3. Type A - WC-44R	Each	5	\$ 1,600.00	\$ 8,000.00
	4. Type A - WC-46	Each	4	\$ 1,600.00	\$ 6,400.00
	5. Type A - WC-7S	Each	4	\$ 1,600.00	\$ 6,400.00
	6. Type A - Trans Canada Trail	Each	20	\$ 1,600.00	\$ 32,000.00
	7. Type A - Trail Narrows	Each	6	\$ 1,600.00	\$ 9,600.00
01710	Reinstatement and Cleaning				
	1. Ditching	m	2341	\$ 18.00	\$ 42,138.00
	2. Hydraulic Seeding & Mulching	m ²	5378	\$ 12.00	\$ 64,536.00
DIVISION #2					
02070	Sitework, Demolition and Removal of Structures				
	1. Removal of Catch Basins, Maintenance Holes & Ditch Inlets	Each	1	\$ 1,000.00	\$ 1,000.00
	2. Removal of Asphalt Sidewalk	m ²	2083	\$ 10.00	\$ 20,830.00
02111	Clearing and Grubbing				
	1. Clearing	ha	0.83	\$ 16,000.00	\$ 13,280.00
	2. Grubbing	ha	0.45	\$ 16,000.00	\$ 7,200.00
02215	Site Works and Site Grading				
	1. Mass Common Excavation	m ³	1963	\$ 20.00	\$ 39,260.00
	2. Imported Mass Common Backfill	m ³	120	\$ 50.00	\$ 6,000.00
	3. Imported Common Backfill 100 mm minus	m ³	3627	\$ 50.00	\$ 181,350.00
02223	Excavation, Trenching & Backfilling				
	1. Main Trench Excavation	m ³	234	\$ 50.00	\$ 11,700.00
	2. Granular Pipe Bedding				
	1. Type 1	m ³	149	\$ 60.00	\$ 8,940.00
02233	Selected Granular Base & Sub-Base Materials				
	1. Class "A" Granular Base	m ³	427	\$ 60.00	\$ 25,620.00
	2. 1/4" minus Trail Topping	m ³	125	\$ 60.00	\$ 7,500.00
02434	Pipe Culverts				
	1. Supply & Placement of Pipe Culvert				
	1. 250 mm ^o HDPE Pipe Culvert	m	108	\$ 100.00	\$ 10,800.00
	2. 375 mm ^o HDPE Pipe	m	13	\$ 200.00	\$ 2,600.00
	3. 800 mm ^o CSP Pipe	m	1	\$ 1,600.00	\$ 1,600.00
02528	Concrete Walk, Curb & Gutters				
	1. Supply and Place Granular Base Material	m ³	418	\$ 60.00	\$ 25,080.00
	2. Curb & Gutter	m	2321	\$ 120.00	\$ 278,520.00

CITY OF CORNER BROOK					
GREAT TRAIL ENHANCEMENT, PHASE 2					
PN: ATF-1278					
10-Apr-24					
SCHEDULE OF QUANTITIES					
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 obligations and liabilities under the contract. HST, if applicable, is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.					
SECTION	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
02552	Hot Mix Asphalt Concrete Paving				
	1. Asphaltic Concrete Walkways				
	1. 50 mm thick x 2.745 m wide	m	3385	\$ 51.00	\$ 172,635.00
	2. 50 mm thick x 2 m wide	m	750	\$ 66.00	\$ 49,500.00
	3. Supply and Place Granular Base Material	m³	1321	\$ 60.00	\$ 79,260.00
02574	Reshaping & Patching Asphalt Pavement				
	1. Removal of Asphalt Pavement	m²	2649	\$ 10.00	\$ 26,490.00
	2. Patching of Asphalt Pavement	m²	2043	\$ 146.00	\$ 298,278.00
	3. Cutting of Asphalt Pavement	m	2775	\$ 10.00	\$ 27,750.00
02580	Pavement Markings Standard				
	1. Intersection	LS	4	\$ 1,600.00	\$ 6,400.00
02601	Manholes, Catch Basins, Ditch Inlets & Valve Chambers				
	1. Supply and Placement of Pre-cast Maintenance Holes Ø				
	1. > 2 m to 2.5 m	Each	1	\$ 6,800.00	\$ 6,800.00
	2. Catch Basins (including cover)	Each	28	\$ 4,400.00	\$ 123,200.00
	3. Adjustment of Maintenance Hole/Catch Basin Tops	Each	1	\$ 1,500.00	\$ 1,500.00
02713	Water Mains				
	1. Adjust Existing Valve Boxes to Grade	Each	2	\$ 1,000.00	\$ 2,000.00
02897	Filter Fabrics				
	1. Supply & Install Filter Fabric	m²	8	\$ 100.00	\$ 800.00
DIVISION #2					
03300	Gravity Stone Retaining Wall Systems				
	1. Supply & Place (46" x 28" x 18") Regular Blocks	Each	7	\$ 550.00	\$ 3,850.00
	2. Supply & Place 150 mm thick Cap Blocks	Each	3	\$ 450.00	\$ 1,350.00
	3. Supply and Install Guard as Detailed All Inclusive	LS	1	\$ 6,200.00	\$ 6,200.00
	a. Sub-total				\$ 1,805,867.00
	b. HST 15% of Sub-total				\$ 270,880.05
	c. Grand Total (carry forward to page 1 of Tender Form)				\$ 2,076,747.05



**WEST COAST
EXCAVATING**

**West Coast Excavating & Equipment
Company Limited
P.O. Box 266, 19 Maple Valley Road
Corner Brook, NL A2H 6C9
Tel: 1-709-639-9423 Fax: 1-709-639-7019
Email: wce@nf.aibn.com**

May 13, 2024

**Owner: City of Corner Brook
Tender# 2024-11
Project Name: Great Trail Enhancement Phase 2
Project No.: ATF-1278**

We hereby acknowledge receipt of Addendum No.: 1 for the above mentioned project.



BID BOND



Standard Construction Document
CCDC 220 - 2002

No. 69-5723-0010-24

Bond Amount 10% of Tender

WEST COAST EXCAVATING & EQUIPMENT CO. LTD. as Principal, hereinafter called the Principal, and **AVIVA INSURANCE COMPANY OF CANADA** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF CORNER BROOK** as Obligee, hereinafter called the Obligee, in the amount of TEN PERCENT (10%) of Tender Price -----00/100 Dollars (10% of Tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 14th, day of MAY, in the year 2024 for

GREAT TRAIL ENHANCEMENT, PHASE 2

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within SIXTY (60) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 8th, day of MAY, in the year 2024.

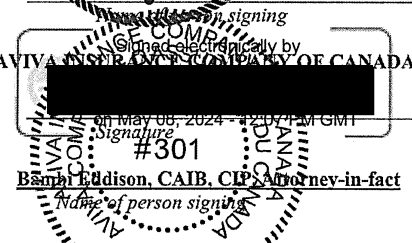
SIGNED and SEALED

in the presence of

WEST COAST EXCAVATING AND EQUIPMENT CO. LTD.



AVIVA INSURANCE COMPANY OF CANADA



A2786



Copyright 2002

Canadian Construction Documents Committee

(CCDC 220 - 2002 has been approved by the Surety Association of Canada)

To verify hardcopy, click on SignatureMaster™ website "Verify Document" link, enter Document Key: 247C356D-E4854BAA-51854A01-554EB3A3-CEFCB27B

WorkplaceNL

Health | Safety | Compensation

Assessment Services Department

MAY 10 2024

WEST COAST EXCAVATING & EQUIP. CO. LTD
WEST COAST EXCAVATING & EQUIPMENT
P O BOX 266
CORNER BROOK NL A2H 6C9

Clearance Letter Confirmation Number: 0714641

TO: CITY OF CORNER BROOK

RE: WEST COAST EXCAVATING & EQUIP. CO. LTD
T/A WEST COAST EXCAVATING & EQUIPMENT

Request Purpose: Contract Work – Current Year
Great Enhancement Trail Phase 2

This confirms that the above referenced employer is in good standing with WorkplaceNL as of today's date for contract work. This clearance is provided for the purposes of Section 144 of the *Workplace Health, Safety and Compensation Act, 2022* only, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

This clearance letter expires 45 days from the date of issue. If the contract work has not been completed by that date, we recommend that you request another clearance letter to protect your business from any potential assessment liability related to this employer.

If you have any questions, please call us at 709.778.2902 or you may use our toll free number 1.800.563.9000 (ext. 2902) if calling within Newfoundland and Labrador.

Sincerely,

Assessment Services Department

To alter this document constitutes fraud

WL1

146-148 Forest Road, P.O. Box 9000, St. John's, NL A1A 3B8
t 709.778.1000 t 1.800.563.9000 f 709.778.1110 w workplacenl.ca



Letter of Good Standing

Certificate of Recognition® Program

July 26, 2023

West Coast Excavating & Equipment Co Ltd
 PO Box 266
 Corner Brook, NL, A2H 6C9

Based upon a review of NLCSA records

West Coast Excavating & Equipment Co Ltd

is an active participant in the Certificate of Recognition®(COR®) Program. This letter is issued to the above noted company based on information available as of the date listed above. The current state of the company is noted below.

Commencement Date: **November 19, 1997** Expiry Date: **July 29, 2024**

Certificate of Recognition®

COR Certificate Number 2000 - 1367

Audit Pending

Note: NLCSA's records are compiled from information gathered during a firm's participation in NLCSA programs, which information is believed to be correct. This letter is based on information currently available to the NLCSA, and is not certified or warranted for accuracy. NLCSA assumes no responsibility or liability for the information contained in this letter.

To alter this document constitutes fraud.

 NLCSA Representative

80 GLENCOE DRIVE, DONOVAN'S INDUSTRIAL PARK, MOUNT PEARL, NL A1N 4S9
 T: 709 739 7000 F: 709 739 7001 TOLL FREE 1 888 681 SAFE (7233)
 INFO@NLCSA.COM WWW.NLCSA.COM



Request for Decision (RFD)

Subject: RFQ - Vending Services

To: Darren Charters
Meeting: Regular Meeting - 27 May 2024
Department: Finance and Administration
Staff Contact: Sievendra Maistry, Director of Finance and Administration
Topic Overview:
Attachments: [W & E RFQ 2024-09](#)

BACKGROUND INFORMATION:

The City of Corner Brook issued an RFQ for vending services at the following venues:

Civic Centre
 Public Works Depot
 City Hall
 The New Recreational Centre

The vending services are to provide soft drinks, sports drinks, juices, confectionary, snacks and related items.

The City received one proposal from W & E Enterprises Ltd.

PROPOSED RESOLUTION:

It is RESOLVED to accept the quotation for vending services from W & E Enterprises Ltd. as attached.

RECOMMENDATION:

Staff recommend Council approve the awarding of the contract to W & E Enterprises Ltd.

Director of Finance and Administration	Approved - 21 May 2024
Director of Community, Engineering, Development & Planning	Approved - 21 May 2024
Administrative Assistant	Approved - 22 May 2024

City Manager

W & E Enterprises Ltd.
52 Clarence St.
Corner Brook, NL
A2H 1K9

April 17, 2024

Office of the City Clerk
City Hall
5 Park Street
Corner Brook, NL
A2H 2W8

Re: RFQ-2024-09

W & E Enterprises Ltd. understands the City of Corner Brook is seeking proposals for the provision of vending services in the Civic Centre, Public Works Depot, City Hall, and the new Recreational Centre for the three-year period from May 1, 2024-April 30, 2027.

Proposal

W & E Enterprises is providing a proposal on items **a. Soft drinks, sport drinks and juices and b. Confectionary, snacks and related items**. The proposal includes a one-time signing bonus of \$1000.00(HST included) to be paid on the date the contract is signed. Additionally, a monthly commission of 15%(HST included) will be provided on all sales. These will be reported and provided per the guidelines contained in the tender documents.

A. Vending Equipment

W & E Enterprises is the current vending supplier for snacks at the Civic Centre, Public Works Depot, and City Hall. As such, we currently have up to date vending equipment installed at all locations that accept all coins including \$1 and \$2 coins. We also accept bills up to and including the \$20 denomination. The existing equipment is detailed below.

- 1) Snack machine in the Box Office Lobby. This machine is fully upgraded to accept all coins and bills up to and including the \$20 denomination. This machine also accepts debit and credit payments. This machine is what we refer to as a 5-wide machine. It can accommodate 15 selections of chips, 10 selections of bars and has 2 more shelves for assorted snacks and candy.
- 2) Snack machine in the Kinsmen Arena. This machine is fully up to date to accept all coins and bills up to and including the \$20 denomination. This machine also accepts debit and credit payments. This machine is what we refer to as a 6-wide machine. It can accommodate 18 selections of chips, 12 selections of bars and has 2 additional shelves for other assorted snacks and candy.
- 3) Snack machine in the City Hall Rotary Arts Entrance. This machine is fully upgraded to accept all monetary denominations up to and including the \$20 bill as well as both \$1 and \$2 coins. This is one of our standard size machines. It is a 4-wide configuration. It can accommodate 12 selections of chips and 8 selections of bars. It also has 2 additional shelves for assorted snacks and candy.
- 4) Snack machine in the Public Works Depot. This machine accepts all coins including \$1 and \$2 coins. This machine can be fitted with a bill acceptor as well which will accept bills up to and including the \$20

denomination. This is a standard size machine in the 4-wide configuration. It can accommodate 12 selections of chips and 8 selections of bars. It also has 2 additional shelves for assorted snacks and candy.

- 5) Civic Center Annex. There is currently no snack machine located in the Annex Studio. We have a standard size vending machine ready to be installed at this location of the same style as the one at the City Hall location. It can accept all coins and bills up to and including \$20. It is a standard size machine in the 4-wide configuration. It can accommodate 12 selections of chips and 8 selections of bars. It also has 2 additional shelves for assorted snacks and candy.
- 6) New Recreational Center. We have a 6-wide machine of the same style as the one in the Kinsmen Arena ready to be installed in the new recreational facility. This machine can accept all coins and bills up to \$20 and is also fitted with a debit and credit card reader to accept those payments. It can accommodate 18 selections of chips, 12 selections of bars and has 2 additional shelves for other assorted snacks and candy.

W&E Enterprises works in partnership with Coca-Cola Canada to provide equipment and services pertaining to beverage vending. Coca-Cola will place vending machines on behalf of W&E Enterprises of the closed front format. These can typically vend 8 high-volume selections. Configurations would be as follows for each location. All machines would be capable of accepting all coins and bills up to the \$20 denomination.

- 1) Civic Center box office lobby. 2 machines installed. The first would contain sports drinks including Powerade, Vitamin Water and Monster Energy. The second would contain various flavors of pop as well as water.
- 2) Civic Center Kinsmen Arena. 2 machines installed. The first would contain sports drinks including Powerade, Vitamin Water and Monster Energy. The second would contain various flavors of pop as well as water.
- 3) City Hall. 1 machine to be installed. This machine would include various flavors of pop, Powerade, water and Monster Energy.
- 4) Public Works Depot. 1 machine to be installed. This machine would include various flavors of pop, Powerade, water and Monster Energy.
- 5) Civic Center Annex. 1 machine to be installed. This machine would include various flavors of pop, Powerade, water and Monster Energy.
- 6) New Recreational Center. 2 machines installed. The first would contain sports drinks including Powerade, Vitamin Water and Monster Energy. The second would contain various flavors of pop as well as water.

W & E Enterprises Ltd will work with the City of Corner Brook to identify key locations for vending machines to be placed should any changes to the existing layout be required. Machines added will be of new or recent vintage at the time of installation.

B. Service Schedule

W & E Enterprises currently adheres to the following schedule for filling the vending machines in the Civic Centre and City Hall and will continue this schedule if successful.

- 1) Snack machine in the Box Office Lobby. This machine is visited weekly to be checked and filled as required.
- 2) Snack machine in the Kinsmen Arena. This machine is typically visited twice per week during busier times of the year when minor hockey and figure skating is underway. We also do spot checks during the weekends to determine if an extra fill is required. During the summer months when the kinsmen arena is not being utilized on a regular basis, we maintain weekly checks and fill the machine as necessary.
- 3) Snack machine in the City Hall Rotary Arts Entrance. This machine is visited weekly to be checked and filled as required.
- 4) Snack machine in the Public Works Depot. This machine is visited bi-weekly to be checked and filled as required.
- 5) Any machines added will be visited weekly at the beginning of the contract. Over the course of several visits, we will refine our visitation schedule to accurately meet the needs of any new machines installed.

W & E Enterprises maintains a supply of cleaning materials in each machine and cleans the machines as required during our regular filling visits. For maintenance issues, we always have a supply of tools and parts for minor repairs on hand. These maintenance items are carried out during regular visits. For more serious equipment breakdowns, parts are ordered immediately and installed as soon as they are received. The beverage vendors will be provided by Coca-Cola Refreshments and any repairs to this equipment will be carried out by an authorized Coca-Cola service representative.

C. Refunds

W & E Enterprises lists their contact information on each machine. This can be called by anyone 24 hours per day to report a machine malfunction. When the call, or voicemail, is received, W & E Enterprises will reach out to the customer and settle the refund with them individually.

D. Product List

Below is the list of products and pricing that W & E Enterprises proposes to sell in the snack vending machines. All prices are HST inclusive.

Item	Price	Item	Price
Chips	\$2.00	Nutrigrain Bars	\$1.25
Baked Chips	\$2.00	Rice Krispy Squares	\$1.50
Chocolate Bars	\$2.50	Lg Bag Squashies Candy	\$4.00
Ritz Sandwich Snacks	\$1.50	Kashi Bars	\$1.25
Granola Bars	\$1.25	Cookies	\$1.50
Kind Bars	\$2.75	Hi-Chew Candy	\$2.75
Builders Protein Bars	\$4.00	Simply Protein Bar	\$2.75
Clif Bar	\$2.75	Tylenol 10-pack vial	\$4.25
Life Savers Candy	\$1.50	Love Hearts Candy	\$1.50
Halls	\$2.25	Gum	\$2.25
Lg Bag Maynard Candy	\$4.00	Beef Jerky	\$4.50

Below is the list of products and pricing that W & E Enterprises proposes to sell in the beverage vending machines. All prices are HST inclusive.

Item	Price
500ml Bottled Pop	\$3.00
591ml Bottled Water	\$2.00
591ml Powerade Sport Drink	\$3.00
473ml Monster Energy Drink	\$4.00
591ml Glaceau Vitamin Water	\$3.00

E. Price Adjustments

W & E Enterprises Ltd agrees to maintain a stable pricing plan through the life of this agreement. If a products' wholesale cost increases, an adjustment will be made to the selling price, only to maintain the margin on the affected products.

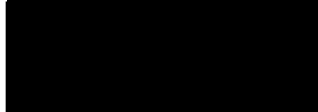
F. Financial Reporting

W & E Enterprises utilizes electronic snack machines that provide full accounting data in both resettable and non-resettable values. W&E Enterprises will provide a monthly report that indicates the start and end values of the non-resettable totals on each machine. The difference in these values indicate the sales total. The city commission will be based upon the sales total. We currently hand deliver the monthly sales report and commission cheque to the office in the Civic Center.

Closing

In closing, W & E Enterprises would like to take this opportunity to extend its thanks to the City of Corner Brook for taking the time to review this proposal and its merits. We hope to continue working with you into the future to our mutual benefit. Should you have any questions regarding this quotation, please contact the undersigned.

Kind Regards,



Greg Price, President
W&E Enterprises Ltd.

Phone: [Redacted]

Email: [Redacted]



QUOTATION FORM "A"

The City of Corner Brook, RFQ 2024-09 Vending Services

1. I/We hereby submit a Quotation for **Vending Services** in accordance with the requirements of this RFQ.
2. I/We have carefully examined all of the contents of this RFQ, including the RFQ terms and conditions.
3. In the event of our quotation being accepted, I/We agree to enter into a contract with the City of Corner Brook.
4. I/We acknowledge receipt of, and have taken into consideration, the following addenda issued during this Request for Quotations: _____, _____, _____, _____
5. Quotation Closing Time: **Friday April 19th at 12:00 noon local time.**
6. I/We acknowledge the quotations will be based on the results of all the factors outlined in the quotation package, and that the City of Corner Brook will select a quotation which provides the City of Corner Brook with the best value and which the Corner Brook City Council determines is in its best interests.
7. I/We agree to treat as confidential and to not, without the written permission of the City of Corner Brook, publish, release or disclose or permit to be published, released or disclosed either before or after submission of its RFQ and any negotiation with the City, any information supplied to, obtained by or which comes to the knowledge of the Proponent under this process. The Proponent will ensure its facilities, systems and files are secure and that access to data and confidentiality of data and information gained while negotiating, are strictly controlled, to the satisfaction of the City of Corner Brook.
8. **I/We** will indemnify and save harmless the City of Corner Brook and Corner Brook City Council from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly, from the preparation of this RFQ and any negotiations pertaining thereto.



PROPONENT'S FULL REGISTERED BUSINESS NAME: W+E ENTERPRISES LIMITED

PROPONENT'S FULL BUSINESS ADDRESS: 52 CLARENCE ST.
CORNER BROOK, NC AZH-1K9

TELEPHONE NUMBER:

SIGNATURE(S):

TITLE: PRESIDENT

SIGNATURE(S):

TITLE: SECRETARY

PRINTED NAME AND SEAL (IF ANY)

Sign this form as follows:

Sole Proprietorship: Sole Proprietor to sign in the presence of a witness who will also sign where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership: Partner(s) to sign in the presence of a witness or witnesses who will also sign where indicated. Insert the word "Partner" against each signature under Title(s).

Limited Company: This Form must be signed by duly authorized signing officers of the company in their normal signatures designating against each signature the official capacity in which the signing officer acts. The Corporate seal of the company, if any, must also be affixed to this Form by a person authorized to do so. When this form is signed by officials other than the President and Secretary of the Company a copy of the bylaw or resolution of the Board of Directors authorizing them to do so must be submitted with the quotation/quotation documents.



**APPENDIX B
SCHEDULE OF PRICING**

Product Type		Customer Price (\$)	Percentage Commission to City (%)
Drinks	500 ml of Water	2.00	15%
	591 ml Pop or Juice	3.00	
	591 ml Sports Beverage	3.00	
Snacks	Potato Chips (40g – 50g Bag)	2.00	15%
	Chocolate Candy Bar (35g –55g)	2.50	
	Chewing Gum (12 Piece Package)	2.25	
	Candy Bag or Box (Approx. 100g)	4.00	
	Lozenges/Cough Drops (9 Piece Package)	2.25	
	Regular Cookie/Muffin/Square Snack (40g – 100g)	1.50	
	Large Cookie/Muffin/Square Snack (>100g)	N/A	
	Crackers (30g – 50g)	1.50	
	Granola Bar (35g – 55g)	1.25	
	Protein Bar (35g – 55g)	4.00	
	Other Specialty Snacks (e.g., Jerkey)		



Request for Decision (RFD)

Subject: Operating Agreement with Memorial University of Newfoundland for the new Corner Brook Regional Recreation Centre.

To: Darren Charters

Meeting: Regular Meeting - 27 May 2024

Department: Recreation

Staff Contact: Peter Robinson, Director of Recreation Services

Topic Overview:

Attachments: [1416-2516-4810 Operating Agreement \(FINAL\) May 7-24](#)

BACKGROUND INFORMATION:

As per Article 2.11 of the Ground Lease between Memorial University of Newfoundland (MUN) and the City of Corner Brook (the City) (Signed by both parties on December 31, 2021) MUN and the City are required to, "*enter into an operating agreement in respect of the Corner Brook Regional Recreation Centre addressing,*"

- Parking
- Cleaning
- Maintenance
- Capital repairs/upgrades
- Security and camera viewing
- Garbage Removal/dumpsters
- Recycling/composting
- Daycare subsidy
- Gymnasium
- Guaranteed access/membership/special rate
- Operating hours
- Interior access from Campus
- Exam requirements
- Rec Centre as throughway
- Snow Clearing and Ice Control
- Landscaping
- Term

After extensive review by the City staff, including legal counsel, and MUN staff, including legal counsel, the attached Operating Agreement has been agreed upon, in principle, and was signed by the MUN Board of Regents on Wednesday May 15, 2024.

PROPOSED RESOLUTION:

Be it RESOLVED that council approve the attached operating agreement between Memorial University of Newfoundland and City of Corner Brook.

FINANCIAL IMPACT:

Revenue: \$50,000.00 annually received from MUN as a daycare operating grant, 90% of MUN student recreation fee, revenue from paid parking, user group rental fees, general admission and membership revenue.

Expenses: General operating expenses associated with the operation of the recreation centre.

RECOMMENDATION:

The City staff recommend that council approves the attached operating agreement.

ALTERNATIVE IMPLICATIONS:

1. Council approves the operating agreement.
2. Council does not approve the operating agreement. This could result in a delay in the opening of the recreation centre.
3. Council provides an alternative recommendation.

Director of Community, Engineering,
Development & Planning
Administrative Assistant

Approved - 23 May 2024

Approved - 23 May 2024

City Manager

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

and

CITY OF CORNER BROOK

**CORNER BROOK REGIONAL RECREATION CENTRE
OPERATING AGREEMENT**

May, 2024

THIS OPERATING AGREEMENT dated the ____ of _____, 2024 (the “Effective Date”).

BETWEEN:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND, a body corporate established under and existing pursuant to the *Memorial University Act* (Newfoundland and Labrador)
 (“MUN”)

OF THE FIRST PART

AND:

CITY OF CORNER BROOK, a body corporate established under and existing under the *City of Corner Brook Act* (Newfoundland and Labrador)
 (the “City”, and together with MUN the “Parties”)

OF THE SECOND PART

WHEREAS:

- A. MUN owns the Leased Property and agreed to lease the Leased Property to the Tenant pursuant to a Ground Lease between MUN and the City dated December 31, 2021 (the “Ground Lease”).
- B. The City has agreed to construct the Corner Brook Regional Recreation Centre in accordance with the Ground Lease, which provides, *inter alia*, that, during the Term (as defined in the Ground Lease), title to the Corner Brook Regional Recreation Center is vested in the City and is the separate property of the City and not of MUN.
- C. It is a condition of the Ground Lease that the Parties enter into this Operating Agreement for the purpose of setting out how the Corner Brook Regional Recreation Centre is to be operated.

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Operating Agreement, including the recitals and Schedules:

“**Buildings**” means all buildings erected or under construction on the Leased Property including, without limitation, fixed machinery, accessories and equipment or other facilities

affixed thereto (subject to the removal of tenant or trade fixtures affixed by the City or sublessees);

“Business Days” means a day other than a Saturday, a Sunday, or any day on which banks are not open for business in St. John’s, Newfoundland and Labrador.

“Claims” means any claim, suit, action, causes of action, lien, lien claim, complaint or proceeding of any nature claiming any relief or remedy or for payment of money (including damages and other Liabilities), or otherwise at law or in equity, including by statute and in tort or for restitution;

“Corner Brook Regional Recreation Centre” means all Buildings and Improvements made upon the Leased Property for the purpose of developing, constructing and maintaining a regional recreational centre that will include, subject to the other terms and conditions of this agreement, a daycare, fitness, and aquatic centre with a swimming pool, gymnasium, fitness room, and multipurpose room, for the benefit of the City, MUN and the general public;

“Dispute” means any disagreement of any kind whatsoever arising out of this Agreement, including the interpretation of its terms or any applicable Law;

“Emergency Generator” means the emergency back-up generator for the Corner Brook Regional Recreation Centre gymnasium;

“Event of Force Majeure” means any event or circumstance beyond the Parties’ reasonable control that impedes the performance of their obligations under this Agreement, including without limitation war, terrorism, riots, rebellions, civil unrest, floods, fires, earthquakes, and pandemics, including but not limited to COVID-19, interference by government authority, provided that the event or circumstance was not and could not have been reasonably foreseen by the Parties at the Effective Date.

“Centre Parking Areas” means the parking areas set out in the site plan attached at Schedule B;

“Grenfell” means MUN’s Grenfell Campus in Corner Brook, Newfoundland and Labrador.

“Ground Lease” has the meaning set out in Recital A;

“Improvements” on any part of the Leased Property means all fixed improvements (or, where Buildings are also referred to, all fixed improvements additional to Buildings) now or hereafter constructed on the Leased Property and includes any additions or replacements thereof.

“Industry Standard” means the criteria within a particular field or industry that are generally the standard accepted requirements followed by the members of that field or industry, including any criteria prescribed by a governing industry standards body or group;

“Laws” means all applicable common law and federal, provincial, and municipal statutes,

codes, ordinances, decrees, rules, regulations, orders, decisions, and rulings or awards having the force of law and “**Law**” means any of the foregoing.

“**Leased Property**” means all lands described in Schedule A – Leased Property;

“**Liability**” means any “Claims”, debts, obligation, losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind whatsoever and howsoever arising, including liquidated damages, punitive in nature damages, economic loss, anticipated profits, loss of revenue, business interruption, loss of business, increased cost of working, cost of insurance, loss of use, and any similar losses including legal and litigation costs, expenses and fees incurred in relation to such Liability, and including those which are prospective or contingent and those the amount of which is not ascertainable, the cost of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers;

“**MUN Parking Areas**” means the parking lots to be constructed by the City for MUN’s use at Grenfell as set out in the attached site plan at Schedule ‘C’;

“**Operating Contracts**” means an agreement, contract or purchase order entered into between the City and a supplier to furnish services, equipment, supplies or other things required for the City to perform its obligations under this Agreement;

“**Person**” includes an individual, a partnership, a corporation, a company, a trust, a joint venture, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual, as they may be applicable to the context in which “**Person**” is used herein;

“**Prime Rate**” means the rate of interest so designated from time to time by the Royal Bank of Canada as its prime lending rate. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate being charged to any customer;

“**Programming**” means the programs, events, and activities that the City offers to the community at the Corner Brook Regional Recreation Centre in connection with its obligations under this Agreement, as set out in Section Article 3(a);

“**Rental Contracts**” means a contract entered into or negotiated and proposed in accordance with Article 4.2 herein between the City and a third party (“Tenant”) for the exclusive and continuous use or tenancy of the Corner Brook Regional Recreation Centre or any part thereof for a period of three (3) months or longer;

“**Shared Roadways**” means roadways, walkways, and trails that are necessary for access to and from the Corner Brook Regional Recreation Centre; and

“**Term**” has the meaning set out in Section 2.1.

1.2 Conflicts Between Parts of Agreement

If there is any conflict or inconsistency between a provision of the body of this Agreement and that of a Schedule or any document delivered pursuant to this Agreement, the provision of the body of this Agreement shall prevail.

1.3 Schedules

The following are the Schedules attached to and incorporated by reference in this Agreement, which are deemed to be part hereof:

Schedule 'A'	-	Leased Property
Schedule 'B'	-	Centre Parking Areas
Schedule 'C'	-	MUN Parking Areas
Schedule 'D'	-	Negotiation of Operating Agreement
Schedule 'E'	-	Operations Committee

ARTICLE 2 TERM

2.1 Term

Unless terminated in accordance with Article 7, this Agreement shall commence as of the Effective Date and shall continue for a Term of five (5) years (the "**Term**").

2.2 Renewal

- (a) If the Ground Lease is in effect, the Parties shall, no later than six (6) months prior to the expiration of the Term, commence discussions to mutually agree on terms and conditions upon which this Agreement shall be renewed, including the duration of the renewal term. If the Parties do not execute an Operating Agreement before the expiration of the Term, the Operating Agreement for the renewal term shall be negotiated in accordance with Schedule 'D' - Negotiation of Operating Agreement.
- (b) This Operating Agreement shall govern until such new Operating Agreement is executed. The Parties agree that, so long as the Ground Lease is in effect, the Parties shall require that an operating agreement be in effect for the Corner Brook Regional Recreation Centre.

ARTICLE 3 DUTIES OF THE PARTIES

3.1 General

- (a) The City shall operate the Corner Brook Regional Recreation Facility and perform all of its obligations under this Agreement in accordance with all Laws and Industry Standards.
- (b) Unless otherwise stated, the City shall be responsible for all costs and expenses associated with the City's duties herein, including the cost of all equipment, labour, and materials necessary to perform the duties.

3.2 Parking

- (a) The Centre Parking Areas shall be the primary parking lots for the Corner Brook Regional Recreation Centre. The City is responsible, if required, to ensure the lot has controlled access. The City shall be entitled to charge a reasonable parking rate to customers in accordance with fair market rates. The City shall be responsible for maintaining and repairing the Centre Parking Areas.
- (b) To ensure that the City's use of the Centre Parking Areas results in no lost parking capacity for MUN at Grenfell, the City shall construct MUN Parking Areas for the sole use of MUN. The City shall also construct a lit walking trail from MUN Parking Areas to University Drive, passing behind the Corner Brook Regional Recreation Centre, including a crosswalk with crossing lights. MUN shall be responsible for maintaining and repairing the MUN Parking Areas, waling trails, and lighting.
- (c) Final locations and parking stall/lot numbers for MUN Parking Areas are as set out in Schedule 'C'. The City shall submit project drawings and calculations of the MUN Parking Areas, having regard for the guiding principle that the pre-construction number of MUN parking spaces are retained.

3.3 Cleaning

The City shall ensure the surrounding exterior of the Corner Brook Regional Recreation Centre and the Centre Parking Areas are at all times clean and free of trash and debris.

3.4 Maintenance and Repair

- (a) Subject to Section 3.4(b) and (c), the City shall be responsible for all interior and exterior maintenance of the Corner Brook Regional Recreational Centre and shall ensure that at all times it is maintained in a good state of repair and is fit for its intended purpose. This includes, but is not limited to, all maintenance, inspection and operational service contracts for systems/equipment under the sole use of the CBRRC, such as: fire alarm/sprinkler/fire suppression systems; security, alarm and video surveillance systems; fire extinguishers; elevator/lift systems; water distribution; power distribution; data/networking/phone systems;

mechanical/HVAC/controls systems; pest control; boiler/pressure vessel systems; fumehood/grease/cooking system.

- (b) The City and MUN shall be jointly responsible for maintenance, operation and repair costs for the Emergency Generator in accordance with the respective proportions which the Emergency Generator powers the City and MUN.
- (c) MUN and the City shall be jointly responsible on an equal (50/50) basis for maintenance and repair costs of Shared Roadways, including costs related to concrete and asphalt replacement, pot hole patching, traffic line painting and sweeping.
- (d) MUN shall be responsible for coordinating all work required in accordance with Section 3.4(b) and (c). The City shall cooperate in all respects with MUN and personnel hired by MUN for the coordination and completion of such work. The City acknowledges such cooperation may include providing a reasonable amount of information to MUN and personnel hired by MUN, and operating the affected portion of the Corner Brook Regional Recreation Centre so as not to cause unreasonable delay or interference with work completed under this section. MUN shall invoice the City for the value of work completed under this section (in accordance with the proportions set out in sections 3.4(b) and (c), as applicable) in accordance with the payment schedule agreed to by MUN and the personnel hired to complete the work. Such invoices shall be payable by the City thirty (30) days after delivery to the City. Late payments shall bear interest at a rate equal to the Prime Rate plus 3%.

3.5 Security

- (a) The City shall provide security for the Corner Brook Regional Recreation Centre. The Parties shall ensure that security for the Corner Brook Regional Recreation Centre and MUN's Grenfell security cooperate and coordinate with each other, including by exchanging information related to ongoing or potential security matters that affect or may affect the other in a timely manner.
- (b) MUN shall be permitted to install its own security cameras on or adjacent to the Corner Brook Regional Recreation Centre for the purposes of ensuring security and safety at Grenfell in locations that do not interfere with the City's security cameras and have been pre-approved by the City.
- (c) Subject to Section 3.5(d), the City shall not be required to provide Landlord with access to the City's security data, including access to the City's camera feeds and recordings for the Corner Brook Regional Recreation Centre.
- (d) The City shall provide MUN access to the City's security data, including camera feeds and recordings for the Corner Brook Regional Recreation Centre, should MUN require same for the purpose of investigation an incident related to MUN or Grenfell. The City shall be entitled to withhold security data as required to comply

with the *Access to Information and Protection of Privacy Act* (Newfoundland and Labrador) (as amended).

3.6 Furnishings and Equipment

- (a) The City shall be responsible to supply its own furnishings and equipment, including but not limited to fitness equipment, gymnasium equipment, security system, wheelchairs, tables, chairs, audio-visual equipment, pool equipment, computers, desks, all equipment required to operate the daycare, and signage.

3.7 Capital Repairs

- (a) Subject to the terms of this Agreement, the City shall be responsible for all capital repairs, upgrades and expenses related to the Corner Brook Regional Recreation Centre, including without limitation as set out in the Ground Lease.
- (b) The City shall obtain MUN's written approval prior to commencing any capital repairs, upgrades, or other expenses, or continual series of capital repairs, upgrades, or other expenses, related to the Corner Brook Regional Recreation Centre, that exceed Fifty-Thousand Dollars (\$50,000) plus HST in value, which approval shall not be unreasonably withheld. In connection with this process, the City shall provide MUN all documentation required to assist Landlord in providing its approval.

3.8 Garbage Removal and Recycling

- (a) The City shall be responsible for all garbage removal and recycling activities, including dumpsters, for the Corner Brook Regional Recreation Centre.
- (b) The City and MUN shall mutually agree on the placement locations of all dumpsters.
- (c) The City shall participate in all applicable provincial and municipal recycling and composting programs in connection with recycling materials generated from the Corner Brook Regional Recreation Centre.

3.9 Daycare

- (a) The City shall operate a daycare at the Corner Brook Regional Recreation Centre.
- (b) MUN shall provide the City with the sum of \$50,000 per year to subsidize the operation of the daycare, adjusted by the Consumer Price Index for year two through five of this agreement. The subsidy shall be payable by MUN no later than one month prior to opening of the daycare and thereafter each year on the anniversary date of the payment of the first subsidy, with the value prorated for the first year of operations based on opening date.
- (c) In exchange for such subsidy, the City shall give first priority for use of seventy-five (75%) percent of the daycare spaces to children of MUN's students, faculty,

and staff. MUN students, faculty and staff, shall, on an exclusive basis, have until July 1 of each year to register children for the daycare for the following September 1st of the same year to August 31 of the following year. The City shall not be permitted to accept registrations from non-MUN users until the expiration of such deadline. MUN students, faculty, and staff shall pay the same rate as non-MUN customers.

3.10 Gymnasium

- (a) The City shall operate the gymnasium of the Corner Brook Regional Recreation Centre.
- (b) **Scheduled Use.** No later than 45 Days before each semester, the City and MUN shall mutually agree on a schedule for use of the gymnasium by MUN, at no cost to MUN, for the following purposes:
 - (i) Varsity sports for its students and staff;
 - (ii) Sports camps / programs for its students and staff;
 - (iii) Student exams;
 - (iv) Orientation / Student Housing Move In;
 - (v) Grenfell Functions and Ad Hoc Events; and
 - (vi) Other Grenfell sponsored/organized events.

The City shall not accept gymnasium bookings for the semester from other parties before this date.

For any week in the semester, MUN shall be entitled to the following total hours for the purposes set out in 3.10(b):

- (vii) Up to 50% “prime” gymnasium hours. Prime hours are weekday hours after 4pm.
- (viii) Up to 50% “off prime” gymnasium hours. Off prime hours are weekend hours and weekday hours before 4pm.
- (c) **Special Use.** From time to time, MUN may require changes to the schedule or additional hours for special events that were unknown and not discoverable at the time of the agreed schedule. The City shall make best efforts to provide access to appropriate space at the Corner Brook Regional Recreation Centre or the Corner Brook City Civic Centre, as required, having regard for the nature of the use provided that MUN provides notice of the changes at least 10 days prior. If the City is able to provide MUN with a space, MUN will incur no additional costs if the total time requirement does not exceed its weekly limits and any hours exceeding its weekly limits will be billed to MUN at the public rate. MUN

acknowledges and agrees that it must make best efforts to arrange an alternative site for student exams before making any request to the City for use of the gymnasium for exam purposes.

- (d) **Emergency Use.** The MUN shall be permitted to use the gymnasium at no cost and without providing notice to the City in the following circumstances:
- (i) If, due to unforeseen circumstances, including without limitation water or fire damage, the MUN is unable to use all or part of Grenfell for its normal operations, the City shall immediately accommodate the MUN by providing use of the gymnasium to all extents reasonably possible; and
 - (ii) Where current MUN emergency management procedures call for use of the gymnasium.

If space cannot be accommodated in the gymnasium, the City shall make best efforts to provide access to appropriate space at the Corner Brook Regional Recreation Centre or the Corner Brook City Civic Centre, as required, having regard for the nature of the use, at no cost to the MUN.

3.11 Snow Clearing and Landscaping

- (a) The City shall be responsible for all snow clearing, ice control, and landscaping of the Corner Brook Regional Recreation Centre, including without limitation the Centre Parking Areas.
- (b) MUN and the City shall be jointly responsible on an equal (50/50) basis for snow clearing and landscaping for Shared Roadways.
- (c) MUN shall be responsible for coordinating all work required in accordance with this section (a). The City shall cooperate in all respects with MUN and personnel hired by MUN for the coordination and completion of such work. The City acknowledges such cooperation may include providing a reasonable amount of information to MUN and personnel hired by MUN, and operating the affected portion of the Corner Brook Regional Recreation Centre so as not to cause unreasonable delay or interference with work completed under this section. MUN shall invoice the City for the full value of any work completed under section 3.11(a) and half (1/2) of the value of total work completed under section 3.11(b) in accordance with the payment schedule agreed to by MUN and the personnel hired to complete the work. Such invoices shall be payable by the City thirty (30) days after delivery to the City. Late payments shall bear interest at a rate equal to the Prime Rate plus 3%.

3.12 MUN Subsidy and Recreation Fees

- (a) MUN will pay the City a subsidy equivalent to 90% of the total aggregate Recreation Fees assessed.

- (b) MUN will charge its Grenfell students a recreation fee (the “**Recreation Fee**”), which shall be a minimum of \$62.72 per semester (or \$188.16 per year). The Recreation Fee shall be adjusted in accordance with the Consumer Price Index on September 1 annually.
- (c) All Grenfell full and part time students, and undergraduate students shall be assessed the Registration Fee, save and except those who qualify for an exemption pursuant to section 3.12(d).
- (d) MUN may allow exemptions for any students who are not physically attending Grenfell for study or research and for graduate students at Grenfell (regardless of whether their attendance is physical), provided those students are not given access to the Corner Brook Regional Recreation Centre.
- (e) MUN Grenfell students who qualify for an exemption or are eligible for registration (but are not registered during the current semester) may opt to pay the Recreation Fee to obtain membership.
- (f) The City is not responsible for collecting any Recreation Fees or evaluating fee exemptions.
- (g) MUN will identify students assessed the Recreation Fee and provide a list of qualified students to the City as necessary.
- (h) MUN will pay the City the entire subsidy amount within 30 days of the beginning of each semester.
- (i) Students who have paid the Recreation fee shall be granted a membership at the Corner Brook Regional Recreation Centre.
- (j) MUN Grenfell faculty and staff (who are not students) shall be granted a 25% discount off normal public rates on membership to the Corner Brook Regional Recreation Centre. MUN shall provide a list of current Grenfell faculty and staff to the City each semester.
- (k) MUN student, faculty and staff memberships will have full access to the Corner Brook Regional Recreation Centre, in accordance with standard membership offered to the general public, including without limitation but not limited to access to the fitness centre, public swims, public fitness classes and aquatic programs.

3.13 Operating Hours

The Corner Brook Regional Recreation Centre shall, subject to mutual agreement by the Parties, shall be open a minimum of 12 hours on Business Days, and all hours that MUN has a gymnasium booking. Any changes to the operating hours shall be mutually agreed by the Parties.

3.14 Access

- (a) All MUN's Corner Brook Regional Recreation Centre members shall, upon providing the information required by the City, receive an access pass permitting physical access to the Corner Brook Regional Recreation Centre.
- (b) Membership pass holders shall be permitted to access the Corner Brook Regional Recreation Centre from the connected Grenfell building during operating hours.
- (c) Membership pass holders shall have access to Grenfell through the Corner Brook Regional Recreation Centre during operating hours.
- (d) MUN Campus staff/faculty/employees are to be provided access to Grenfell buildings through the Corner Brook Regional Recreation Center during normal operating hours, to be coordinated using Grenfell ID card use.

3.15 Programming

- (a) The City shall be responsible for Programming, including fees, schedules, quality control, and evaluation. The City's responsibilities in respect of Programming include, without limitation:
 - (i) Development of the Programming list and schedule;
 - (ii) Production and circulation of promotional materials;
 - (iii) Management of the registration process and record keeping;
 - (iv) Hiring and management of instructors;
 - (v) Oversight and management of any volunteers;
 - (vi) Ensuring Programming is executed safely; and
 - (vii) Management of Programming related risks.
- (b) The Programming may take place outside the Corner Brook Regional Recreation Centre on other areas of Grenfell from time to time as required, as mutually agreed by the Parties.

3.16 Books and Records

Both Parties shall maintain or cause to be maintained complete and accurate books and records in connection with its performance of their respective obligations under this Agreement (the "**Books and Records**") and in accordance with generally accepted accounting principles. Both Parties shall have the right, at their own respective expense, and upon reasonable notice, to audit, examine, make copies, and take extracts from the Books and Records maintained by the other party, subject to applicable privacy laws.

3.17 Reporting Requirements

- (a) The City shall provide to MUN the following on a quarterly basis:
 - (i) A summary of any capital repairs performed on the Leased Property in the reporting period;
 - (ii) A summary of any insurance claims made in respect of the Leased Property in the reporting period; and
 - (iii) The number of daycare spaces being used by Landlord's students, facility and staff.
- (b) MUN shall provide to the City the following on a quarterly basis:
 - (i) A breakdown of any shared-expense work coordinated by MUN under sections 3.4 and (a) in the reporting period, including copies of invoices and statement of accounts.

3.18 Operations Committee

Upon completion of construction of the Corner Brook Regional Recreation Centre, the Project Committee created under the Ground Lease for the purpose of monitoring construction shall become the Operations Committee as set out in Schedule 'E'.

ARTICLE 4 USAGE, NAMING, AND OTHER MATTERS

4.1 Operations Contracts

In consultation with MUN, the City may enter into Operations Contracts, provided that the City shall not be thereby relieved of any of its obligations to MUN as set forth in this Agreement. All Operations Contracts shall be in writing and include terms and conditions consistent with the reasonably prudent operation of a facility of a similar nature to the Corner Brook Regional Recreation Centre. The Parties hereby agree that the City is not acting as an agent of MUN when it enters into an Operations Contract.

4.2 Rental Contracts

- (a) The City shall, prior to entering into any Rental Contracts, provide a copy of same to MUN's legal counsel for review in strict confidence. MUN may, on the advice of their legal counsel, provide written notice to the City that MUN objects to the Rental Contract within ten (10) Business Days. Objections to Rental Contracts may be made by MUN only on the basis that a Tenancy will violate, promote the violation of, or act in a manner inconsistent with:
 - (i) any law; or

- (ii) any written MUN policy in effect on the date of execution of this Agreement.
- (b) MUN may also at any time, on the advice of their legal counsel, provide written notice to the City that MUN objects to continuation of a Rental Contract and require the City to terminate the Rental Contract within a reasonable period of time. Objections to Rental Contracts may be made by MUN only on the basis that a Tenancy will violate, promote the violation of, or act in a manner inconsistent with:
 - (i) any law; or
 - (ii) any written MUN policy in effect on the date of execution of this Agreement.
- (c) Notwithstanding Article 9.1 herein, if any Claim is brought against the City that pertains to the City's refusal to enter into a Rental Contract with a Tenant due to MUN having objected to same under section 4.2(a) or 4.2 (b) of this Agreement, MUN shall defend, indemnify, and hold harmless the City from and against all Claims and Liabilities pertaining to same, including but not limited to any Claim or complaint brought by a civil liberties organization and/or to the Human Rights Commission or Chief Procurement Officer that the City's refusal to enter into a Rental Contract or early termination of same violated the rights of the Tenant pursuant to the *Canadian Charter of Rights and Freedoms, the Human Rights Act, 2010, or the Public Procurement Act and Regulations thereunder.*

ARTICLE 5 HEALTH, SAFETY AND ENVIRONMENT

5.1 Health, Safety and Environmental Precautions

- (a) The City covenants to operate the Corner Brook Regional Recreation Centre (and to cause its employees, sub-tenants, licensees, occupants and invitees to use the Corner Brook Regional Recreation Centre), in compliance with all applicable Laws related to the protection of the environment, and the health and safety for all of those who attend the facility.
- (b) The City acknowledges that (i) it will be the occupier of and employer at the Corner Brook Regional Recreation Centre and will have full control over the Corner Brook Regional Recreation Centre on a day-by-day basis, (ii) it has the authority and the obligation under this Agreement to assume the sole responsibility for creating and maintaining a safe and healthy workplace and retail space for customers and occupants at the Corner Brook Regional Recreation Centre, and (iii) as part of the provision of the services contemplated by this Agreement, the City shall undertake all necessary and prudent actions in respect of health and safety at the Corner Brook Regional Recreation Centre, including but not limited to the following:

- (i) take every precaution that is reasonable in the circumstances to operate and maintain the Corner Brook Regional Recreation Centre and deliver the services contemplated by this Agreement in a manner that ensures the health and safety of persons thereupon;
- (ii) exercise the precautions and duties of an “occupier of lands or premises used as a workplace” and “employer”, as those terms are used in the *Occupational Health and Safety Act* (Newfoundland and Labrador) and the regulations;
- (iii) adopt internal policies and programs relative to workplace health and safety;
- (iv) comply with the *Occupational Health and Safety Act* (Newfoundland and Labrador) and the regulations; and
- (v) immediately disclose to the relevant governmental authority and to MUN the occurrence of an event whereby the City failed to comply with *Occupational Health and Safety Act* (Newfoundland and Labrador) and the regulations.

ARTICLE 6

MEDIATION AND ARBITRATION

6.1 Notice

If any Dispute arises between the Parties, the Party raising the Dispute shall, within 10 Business Days of the Dispute arising, notify the other Party in writing of the Dispute and provide all relevant particulars of the Dispute (the “**Notice of Dispute**”).

6.2 Negotiation

Within five Business Days after the Notice of Dispute is delivered, the City’s Mayor or City Manager and MUN’s Vice President (Grenfell Campus) shall discuss and attempt to resolve the Dispute. If the representatives are unable to resolve the Dispute within 20 Business Days after the Notice of Dispute is delivered or such longer period as the Parties may agree in writing, either Party may submit the matter to non-binding mediation by giving notice to the other Party (a “**Mediation Notice**”).

6.3 Mediation

- (a) The mediation will be heard and determined by one mediator who shall be jointly appointed by the Parties no later than ten (10) Business Days after receipt of the Mediation Notice. The mediator must be impartial and independent of each of the Parties, be an experienced commercial mediator, and preferably have

experience and knowledge concerning the subject matter of the Dispute and, when necessary, legal expertise.

- (b) Mediation shall commence no later than twenty (20) Business Days after the appointment of the mediator. The location of the mediation will be Corner Brook, Newfoundland and Labrador, unless otherwise agreed to by the Parties.
- (c) If the Dispute is not resolved through mediation or in the five (5) Business Days thereafter, either Party may commence legal proceedings in a court of competent jurisdiction.

6.4 Arbitration

- (a) The arbitration will be subject to the Arbitration Act (Newfoundland and Labrador) as supplemented and modified by these provisions and as the Parties may otherwise agree.
- (b) The arbitration will be heard and determined by one arbitrator where the Parties agree to arbitration by a single Arbitrator and jointly appoint the Arbitrator within 15 Business Days of the Arbitration Notice. If the Parties do not agree to arbitration by a single arbitrator and appoint the arbitrator within such time, the arbitration will be heard by three Arbitrators appointed as set out below.
- (c) If the Parties are unable to agree to a single arbitrator, the arbitration will be heard and determined by three arbitrators. Each Party shall appoint an arbitrator of its choice within 20 Business Days after delivery of the Arbitration Notice. The Party-appointed arbitrators shall in turn appoint a third arbitrator, who shall act as Chair of the tribunal, within 20 Business Days after the appointment of both Party-appointed Arbitrators. If the Party-appointed arbitrator cannot reach agreement on a third Arbitrator, or if a Party fails or refuses to appoint its Party-appointed Arbitrator within 20 Business Days after delivery of the Arbitration Notice, the appointment of the Chair of the Tribunal and the third arbitrator will be made in accordance with the *Arbitration Act* (Newfoundland and Labrador).
- (d) The arbitration shall commence no later than twenty (20) Business Days after appointment of the single arbitrator or arbitrator tribunal, as applicable. The arbitration shall be held in Corner Brook, Newfoundland and Labrador, unless otherwise agreed by the Parties. The findings of the single arbitrator or arbitrator tribunal, as applicable, shall be final and binding on the Parties.

6.5 Non-Waiver

Notwithstanding the existence of a Dispute, Tenant and Landlord shall, without prejudice to their respective positions on the Dispute, continue to perform their obligations without interruption or delay.

ARTICLE 7

TERMINATION

7.1 Mutual Agreement

This Agreement shall terminate on mutual agreement of the Parties.

7.2 Termination of Ground Lease

This Agreement shall terminate upon termination of the Ground Lease.

ARTICLE 8

FORCE MAJEURE

8.1 If prevented from or delayed in performing any of its obligations under this Agreement by an Event of Force Majeure, a Party shall promptly give notice in writing to the other Party identifying:

- (a) the nature of the Event of Force Majeure;
- (b) the specific obligations that it is prevented from or delayed in performing;
- (c) an estimate of the Event of Force Majeure's duration; and
- (d) the efforts that have been or will be taken to minimize the effect and duration of the Event of Force Majeure.

8.2 Neither Party shall be liable for any failure to perform its obligations under this Agreement if and to the extent caused by an Event of Force Majeure.

8.3 A Party affected by an Event of Force Majeure shall use every reasonable effort to minimize the effect and duration of the Event of Force Majeure and shall in any event resume performance as soon as reasonably practicable.

8.4 The Parties acknowledge and agree that an event resulting from any effects of COVID-19, and any Laws specifically enacted, adopted or amended to protect the public from and reduce the transmission of COVID-19 (including shelter-in-place orders, factory closures, employee repatriation and other restrictions, guidelines, closings, cancellations and/or precautionary measures undertaken by any Authority), may still qualify as an Event of Force Majeure despite the fact that the COVID-19 pandemic began prior to the Effective Date, provided that:

- (a) such event meets the requirements of an Event of Force Majeure set forth in the definition in section 1.1; and

- (b) the following acts, events, causes, conditions or circumstances shall not constitute an Event of Force Majeure:
- (i) any Law requiring proof of vaccinations;
 - (ii) business closures imposed by any authority with respect to COVID-19 that were in effect on the Effective Date or that are no more restrictive, limiting or onerous than the closures that are in effect on the Effective Date;
 - (iii) travel restrictions imposed by any authority with respect to COVID-19 that were in effect on the Effective Date or that are no more restrictive, limiting or onerous than the restrictions that are in effect on the Effective Date; and
 - (iv) reduction in productivity or available personnel caused by any combination of the items set out in (i) through (iii) above.

ARTICLE 9

LIABILITY AND INDEMNITY

9.1 Indemnification

- (a) Each Party shall indemnify, defend, and hold harmless the other Party for all Claims by third parties resulting from the first Party's negligence, willful misconduct, or breach of this Agreement, provided that neither Party shall be liable for any loss of actual or anticipated profits, loss of revenue, business interruption, loss of business, increased cost of working, cost of insurance, loss of use, and any similar losses.
- (b) Each Party shall indemnify, defend and hold the other Party harmless from and against all Claims by any third party to the extent that the Claim is based upon, in connection with, relating to, or arising from the first Party's negligence, willful misconduct, or breach of this Agreement, subject to the following:
- (i) where the Parties' are jointly liable for any third-party Claim, each Party's duty of indemnification shall be in proportion to its share of liability; and
 - (ii) each Party's liability shall be without limit, except that nothing in this Agreement shall deprive either Party, as against any third-party, of any right to assert and rely on a limitation of liability pursuant to Applicable Laws, and each Party shall seek to limit their liability as against any third party accordingly.

**ARTICLE 10
INSURANCE**

- 10.1 In addition to the insurance requirements set out in the Ground Lease, each Party shall obtain and maintain in good standing insurance from insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary for the obligations in which that Party is responsible hereunder.

**ARTICLE 11
MISCELLANEOUS**

- 11.1 This Agreement constitutes the sole and entire agreement of the Parties respecting its subject matter, and supersedes all prior agreements, representations, warranties, and understandings, both written and oral, relevant to the Corner Brook Regional Recreation Centre.
- 11.2 Any failure or delay of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the Term shall not affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision. Any consent or approval given by a Party pursuant to this Agreement shall be limited to its express terms and shall not otherwise increase the obligations of the Party giving such consent or approval or otherwise reduce the obligations of the Party receiving such consent or approval.
- 11.3 This Agreement shall not be modified other than by a written amendment executed by the Parties.
- 11.4 The remedies specified in this Agreement are neither collectively exhaustive nor mutually exclusive. A Party may resort to any of the specified remedies or any other remedies available at law or in equity, and may do so concurrently, consecutively, and alternatively.
- 11.5 Any waiver by either Party of any right in this Agreement or of any breach by the other Party must be in writing.
- 11.6 The insertion of headings in this Agreement is for convenience only and shall not affect the interpretation of this Agreement.
- 11.7 If any part of this Agreement is held to be invalid, illegal, or unenforceable, then that part shall be deemed to be deleted from this Agreement and the remainder shall continue in full force and effect.
- 11.8 Any right or obligation of a Party that, by its nature and effect, should survive the expiration of this Agreement, shall survive.
- 11.9 This Agreement shall be interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the applicable laws of Canada.

11.10 Time shall be of the essence.

[Remainder of page intentionally blank. Signature page follows]

IN WITNESS WHEREOF the Parties have entered into and executed this Agreement as of the Effective Date.

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Per: _____
Name:
Title: Chair, Board of Regents

Per: _____
Name:
Title:

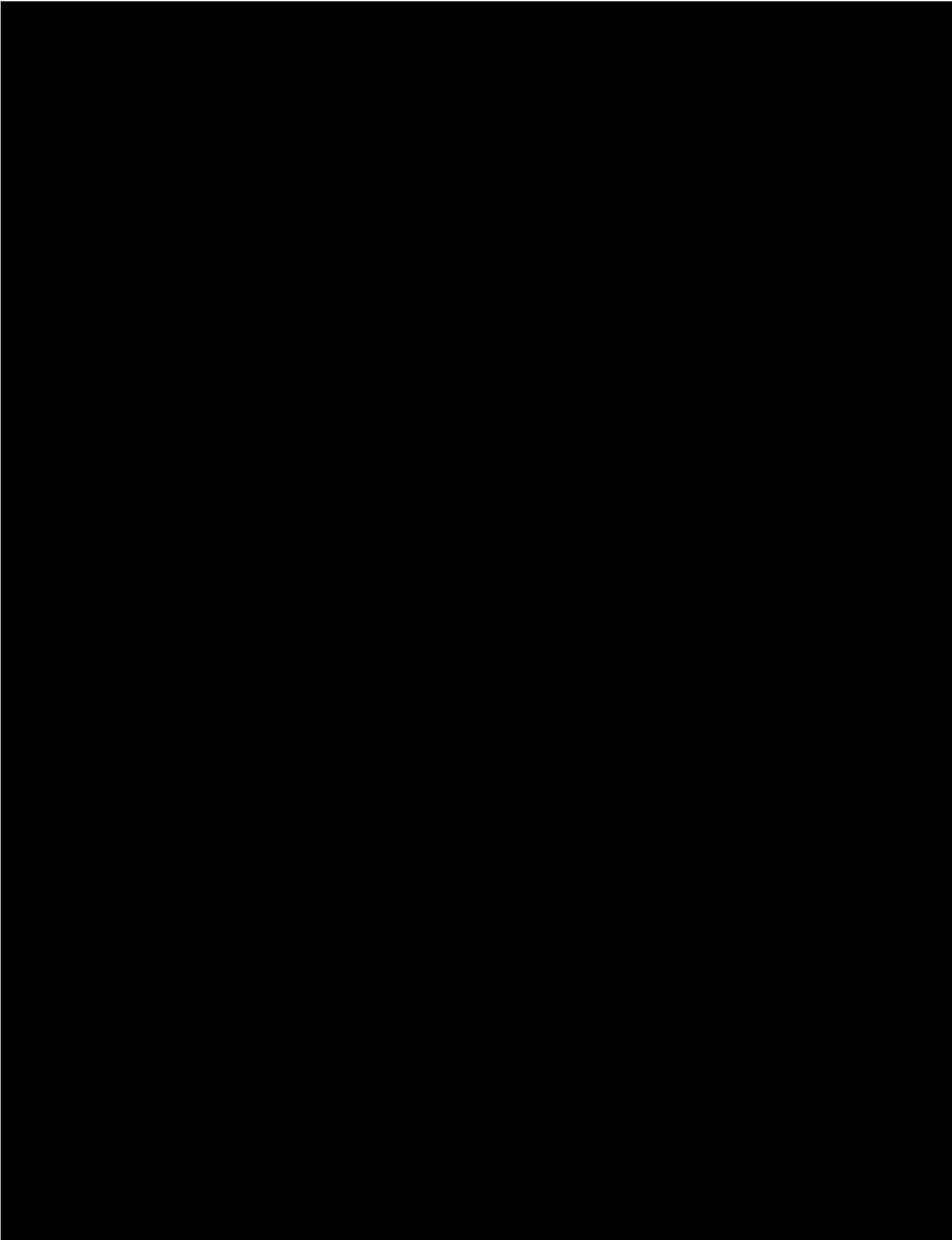
CITY OF CORNER BROOK

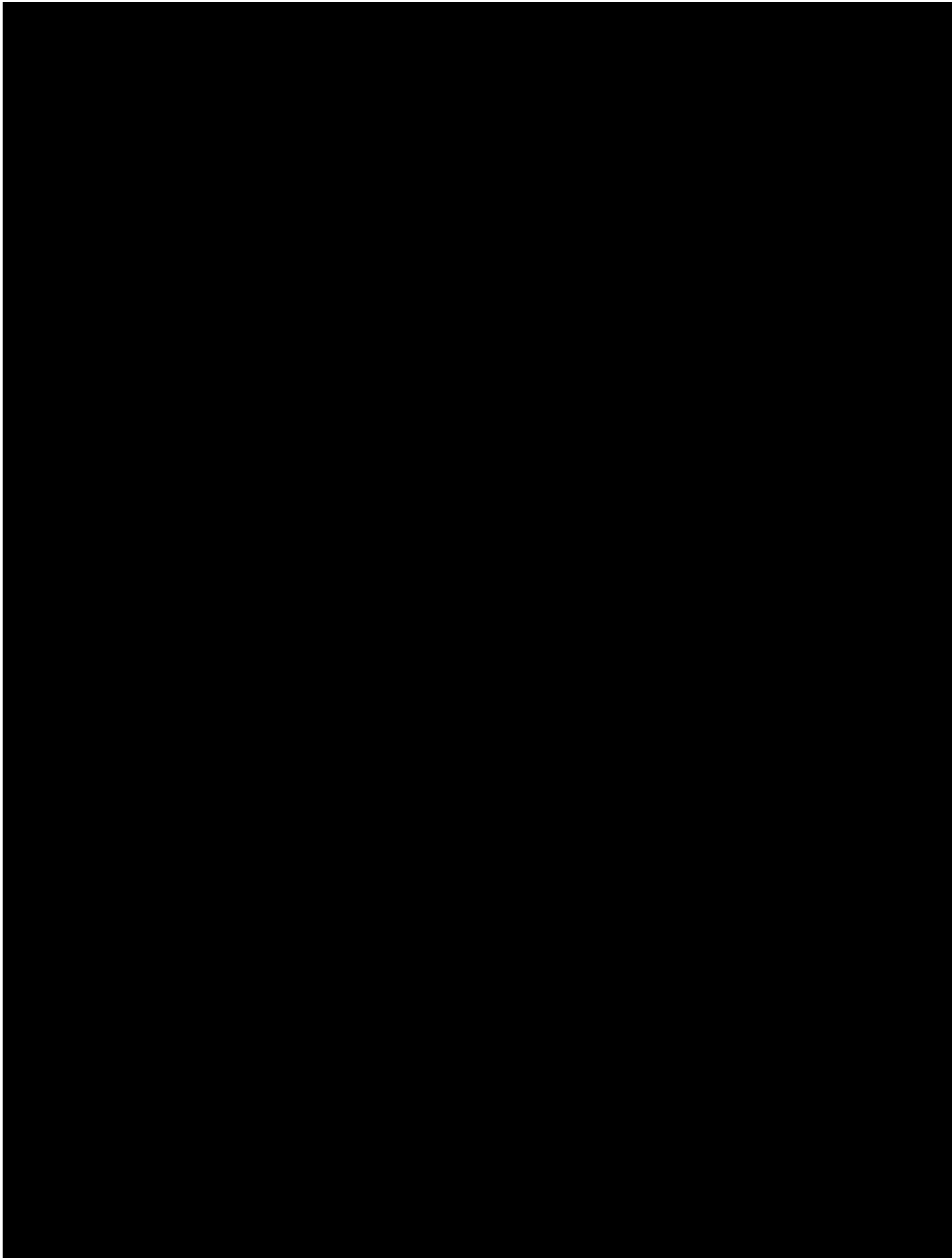
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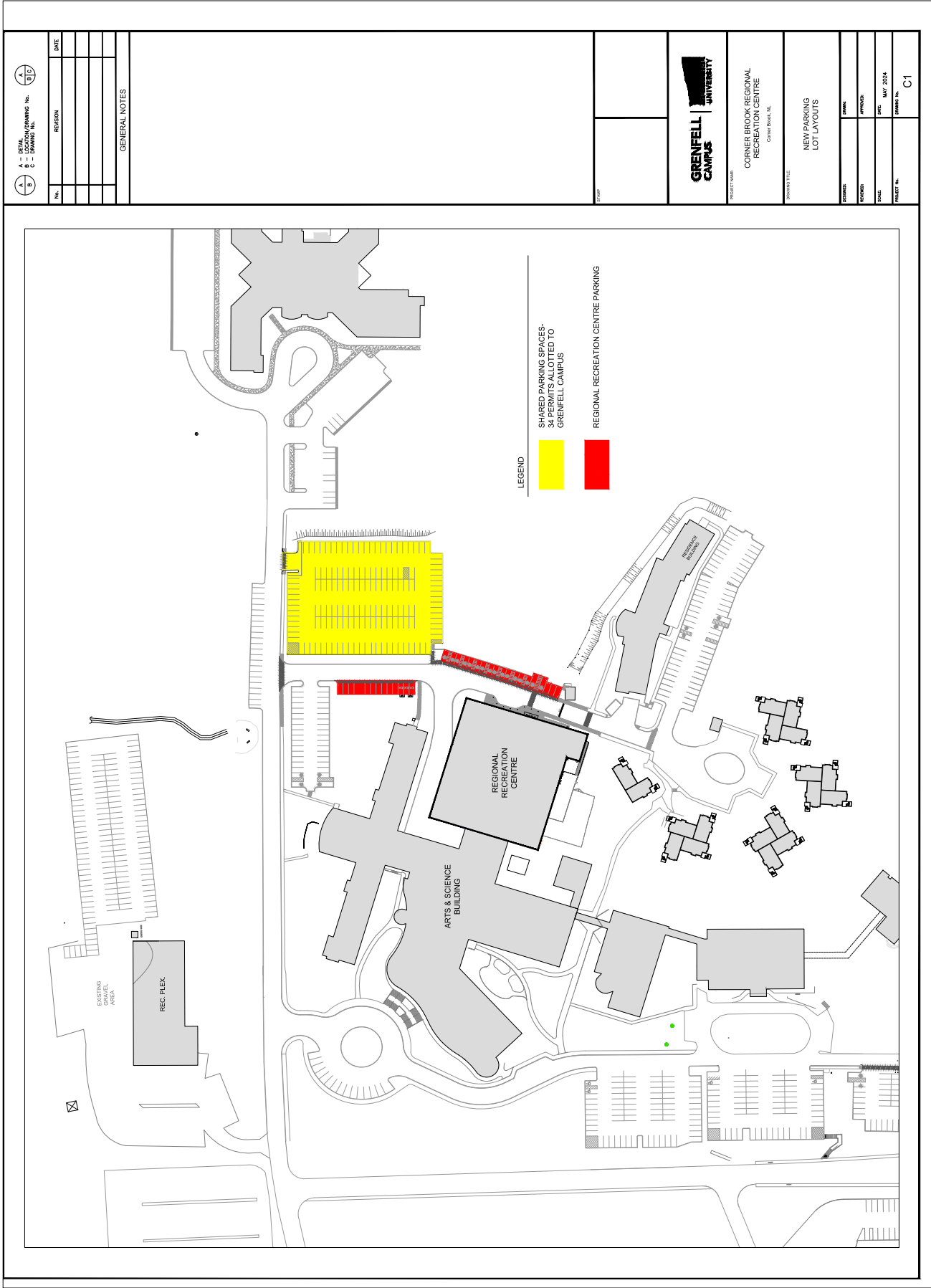
Schedule 'A'
Leased Premises







Schedule 'B'
Centre Parking Areas



LEGEND

SHARED PARKING SPACES-
34 PERMITS ALLOTTED TO
GRENFELL CAMPUS

REGIONAL RECREATION CENTRE PARKING

A - DETAIL		REVISION	DATE
B - LOCATION DRAWING			
C - EXISTING			
D - FINISH			
E - GENERAL NOTES			



CORNER BROOK REGIONAL RECREATION CENTRE
Corner Brook, N.L.

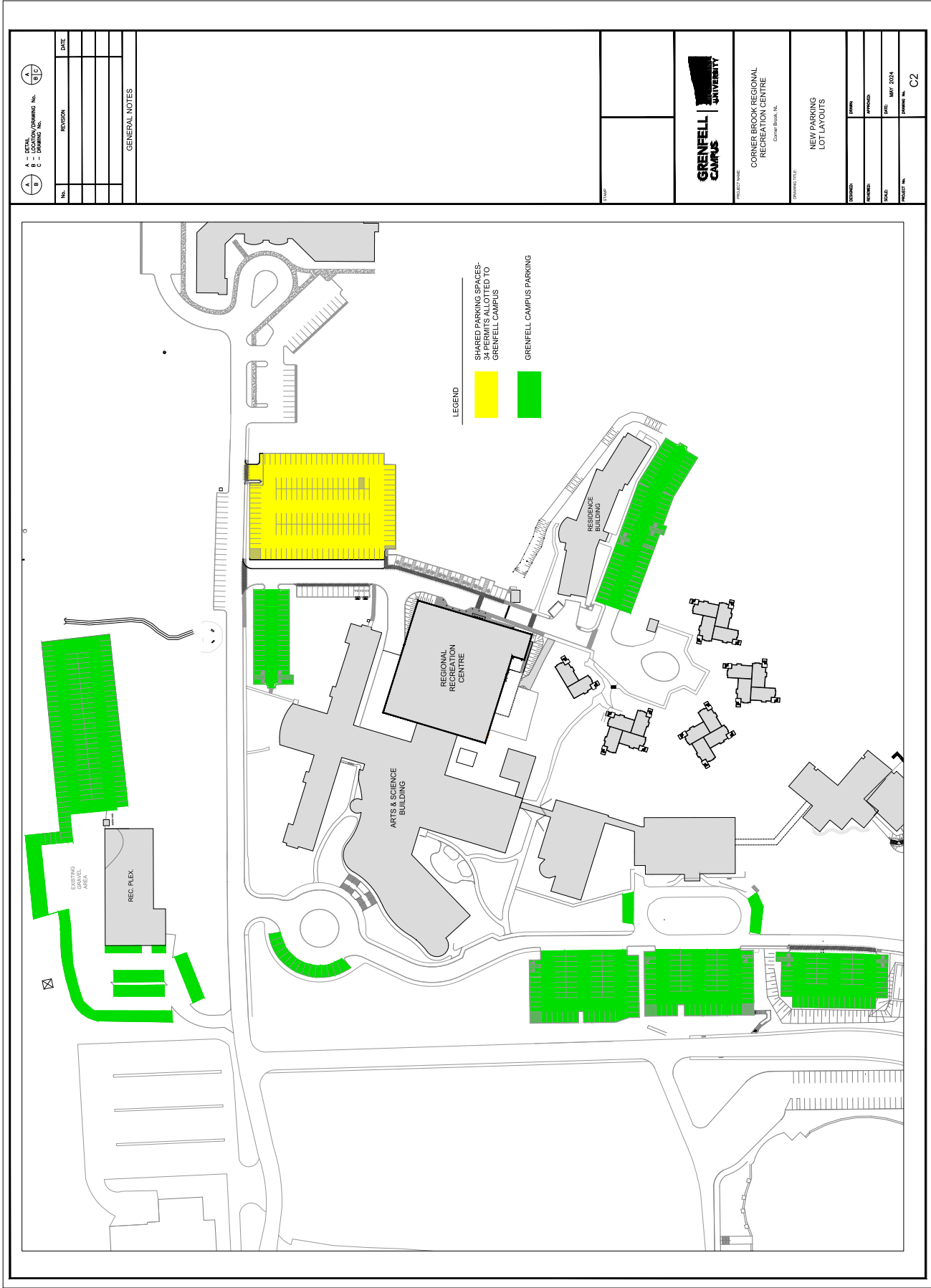
NEW PARKING LOT LAYOUTS

DESIGNED BY	DATE	SCALE	PROJECT NO.
APPROVED BY	MAY 2024		C1

Schedule 'C'
MUN Parking Areas

Operating Agreement
Corner Brook Regional Recreation Centre
1416-2516-4810, v. 11

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A - DEPT. OF PLANNING No. 1
 B - DEPT. OF PLANNING No. 2
 C - DEPT. OF PLANNING No. 3

NO.	REVISION	DATE

GENERAL NOTES



CORNER BROOK REGIONAL RECREATION CENTRE
 Corner Brook, NL

NEW PARKING LOT LAYOUTS

REVISION	DATE

C2

Schedule 'D'
Negotiation of Operating Agreement

1. Negotiation
 - 1.1 If the Parties are unable to reach agreement on the terms of the Operating Agreement (whether at or prior to the deadline set out above), the matter shall be referred in writing to appropriate representatives of the Parties. Each party shall designate its representative and in the absence of a Party's specific designation, the designated representatives shall be as follows:
 - Tenant – City Manager,
 - Landlord – Vice-President (Grenfell Campus).
 - 1.2 References to such representatives may be initiated at any time within six (6) months from the expiration of the Term by either Party by Notice to the other Party requesting a review for the purpose of reaching a negotiated Operating Agreement (a "**Review Notice**"), which Review Notice will at the latest be deemed to have occurred on expiration of the Term.
 - 1.3 Each Party shall be afforded a reasonable opportunity to present all relevant information regarding its position to the other Party's representative. All information disclosed by a Party shall be treated as confidential.
 - 1.4 The Parties' designated representatives shall consider the information provided and seek to resolve the dispute through negotiation.
 - 1.5 Negotiations shall be concluded within 30 days from the date of delivery of the Review Notice or within such extended period as may be agreed in writing by the Parties.
2. **Mediation Phase**
 - 2.1 If the Parties have not resolved the matter through negotiation as set out above, either Party (the "**Requesting Party**") may then request that the matter be referred to non-binding mediation by delivering to the other Party a Notice (a "**Mediation Notice**") to the other Party containing a written summary of relevant information relative to the matters that remain unresolved and the names of three individuals who are acceptable to the

Requesting Party to act as a sole Mediator. Any mediator must be impartial and independent of each of the Parties and be an experienced commercial mediator.

- 2.2 Within five (5) business days after receiving the Mediation Notice, the receiving Party shall send a written response to the Mediation Notice (the “**Mediation Response**”) to the Requesting Party including its summary of information relating to the matters that remain unresolved and accepting one of the individuals proposed as Mediator in the Mediation Notice, or proposing another individual or individuals, up to a maximum of three, as Mediator.
- 2.3 Within 10 Business Days after receipt of the Mediation Response by the Requesting Party, the Parties shall attempt to appoint a Mediator. The appointment shall be in writing and signed by the Parties and the Mediator.
- 2.4 Any mediation commenced under this Mediation Procedure will continue only until the first of the following occurs:
- (a) the Party in receipt of a Mediation Notice (i) gives notice that it declines to submit the matter to mediation or (ii) or fails to send a Mediation Response;
 - (b) the Parties are unable to agree to the appointment of a Mediator within the time-frames set out above;
 - (c) either Party gives Notice to the other Party that it terminates the mediation;
 - (d) the Mediator provides the Parties with a written determination that the mediation is terminated because the matter cannot be resolved through mediation;
 - (e) the mediation is not completed within 45 days of the appointment of the Mediator or such other time period as the parties ; or
 - (f) the matter is resolved to the satisfaction of the Parties.
- 2.5 The Parties shall participate in good faith and in a timely and responsive manner in the Mediation Procedure. A copy of the Mediation Notice and the Mediation Response shall be delivered to the Mediator within two Business Days after his or her appointment. The Mediator shall, after consultation with the Parties, set the date, time and place for the mediation as soon as possible after being appointed.

- 2.6 The Parties shall provide such assistance and produce such information as may be reasonably necessary, and shall meet together with the Mediator, or as otherwise determined by the Mediator, in order to resolve the Dispute.
- 2.7 Each Party shall each bear its own costs and expenses associated with the mediation, but the Parties shall share the common costs of the mediation equally (or in such other proportions as they may agree), including the costs of or attributable to the Mediator and the facilities used for the mediation.
- 2.8 The mediation will be non-binding except to the extent a written agreement is reached by the Parties. The mediation will be conducted on a without prejudice basis.

3. **Arbitration Phase**

- 3.1 If the parties are unable to resolve the matter through negotiation or mediation as set out above, either Party may submit the matter to binding arbitration by giving notice to the other Party (an “**Arbitration Notice**”).
- 3.2 The arbitration will be subject to the *Arbitration Act* (Newfoundland and Labrador) as supplemented and modified by these provisions and as the Parties may otherwise agree.
- 3.3 The arbitration will be heard and determined by one Arbitrator where the Parties agree to arbitration by a single Arbitrator and jointly appoint the Arbitrator within 15 Business Days of the Arbitration Notice. If the Parties do not agree to arbitration by a single Arbitrator and appoint the Arbitrator within such time, the arbitration will be heard by three Arbitrators appointed as set out below.
- 3.4 If the Parties are unable to agree to a single Arbitrator, the arbitration will be heard and determined by three Arbitrators. Each Party shall appoint an Arbitrator of its choice within 20 Business Days after delivery of the Arbitration Notice. The Party-appointed Arbitrators shall in turn appoint a third Arbitrator, who shall act as Chair of the tribunal, within 20 Business Days after the appointment of both Party-appointed Arbitrators. If the Party-appointed Arbitrators cannot reach agreement on a third Arbitrator, or if a Party fails or refuses to appoint its Party-appointed Arbitrator within 20 Business Days after delivery of the Arbitration Notice, the appointment of the Chair of the Tribunal and the third Arbitrator will be made in accordance with the *Arbitration Act* (Newfoundland and Labrador).
- 3.5 The Parties shall each submit to the panel their proposed form of Operating Agreement, flagging the provisions with which the parties have been unable to reach agreement on.

- 3.6 The arbitration panel will determine a version of the agreement that will stand as the Operating Agreement between the Parties. In so determining the agreement, the panel may compromise between the two versions or combine parts of the two versions to reach an intermediate version.
- 3.7 The form of agreement determined by the panel shall be the Operating Agreement between the Parties binding on the Parties.

Schedule 'E'

Operations Committee

Formation and Purpose

- 1.1 Six months following Substantial Completion of the Corner Brook Regional Recreation Centre, the former Project Committee established under the Ground Lease shall transition to become the Operations Committee, consisting of up to two representatives each from MUN and the City.
- 1.2 The purpose of the Committee is to ensure for a cooperative and productive operation of the Corner Brook Regional Recreation Centre having regard for the terms of the Operating Agreement.

2. Reporting and Approvals

- 2.1 *Reporting* – The following topics shall be reported upon and discussed at meetings of the Operations Committee and upon request by the Operations Committee:
 - (a) issues related to administering the Operating Agreement.
- 2.3 *Consensus* – The Operations Committee shall endeavor to reach consensus on matters submitted to it for discussion.

3. Meetings

- 3.1 *Quorum* – One member from each of MUN and the City shall constitute a quorum.
- 3.2 *Regular Meetings* – The Operations Committee shall meet (electronically or in person) at least quarterly or as the Operations Committee otherwise decides.
- 3.3 *Calling of Special Meetings* – Either MUN or the City may call a meeting of the Operations Committee by sending notice at least 5 Business Days in advance (or as otherwise unanimously agreed) of the proposed meeting.
- 3.4 *Meeting Materials* – At least 24 hours in advance of all meetings, an agenda shall be circulated of matters to be considered at the meeting with sufficient information to allow members to properly and effectively consider the matters to be discussed at such meeting. Summary minutes shall be taken at the meeting and circulated in advance of the next meeting.
- 3.5 *Procedures* – The Operations Committee may establish procedures for the conduct of its affairs except to the extent otherwise provided in this Schedule.

4. Duration

- 4.1 The Operations Committee shall continue to exist until the termination of the Operating Agreement or until otherwise agreed by the Parties.

Operating Agreement
Corner Brook Regional Recreation Centre
1416-2516-4810, v. 11

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Request for Decision (RFD)

Subject: Asphalt Paving Consultant Fee Request 2024

To: Darren Charters

Meeting: Regular Meeting - 27 May 2024

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [PRO-24-378 Asphalt-Inspection-Services 2024-05-22 Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook requires inspection services for the 2024 asphalt paving season. These services comprise of on-site inspections, reporting, and quality assurance of the construction. This proposal covers the consulting services of AllRock Consulting Ltd. and their duties, rights, and obligations as related to asphalt paving inspection services.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook approve the Consultant Fee Proposal from AllRock Consulting Ltd. in the amount of \$63,733.00 (HST Included), for the consulting services related to the Asphalt Paving Program 2024 Inspection Services.

FINANCIAL IMPACT:

Inspection cost in 2023 was \$16.01 per tonnage of asphalt. Inspection Cost in 2024 is \$9.66 per tonnage of asphalt. This is a decrease of 39.7% due to the larger volume of asphalt included in the 2024 Tender

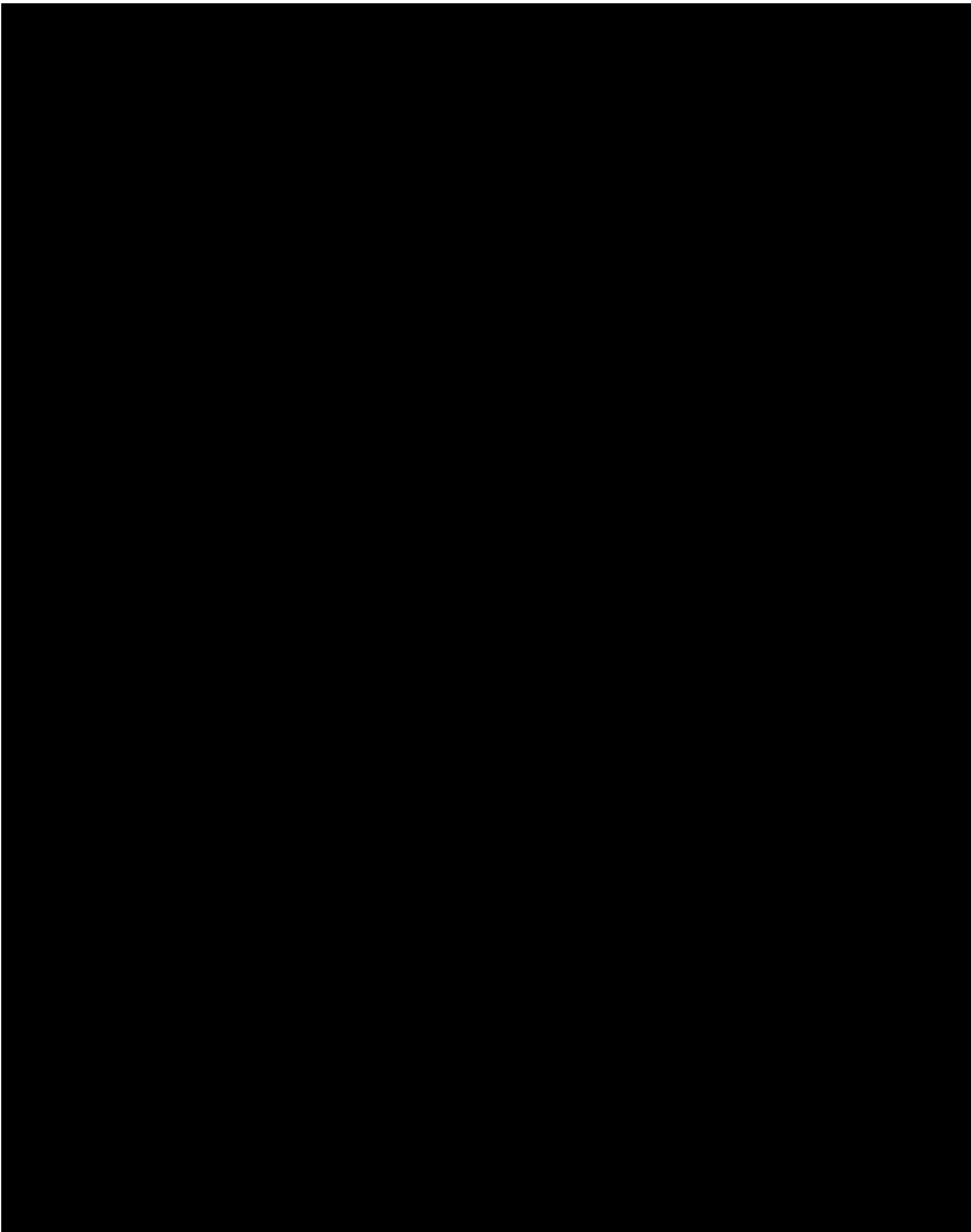
Finance Type: Budget

Director of Community, Engineering,
Development & Planning
Administrative Assistant

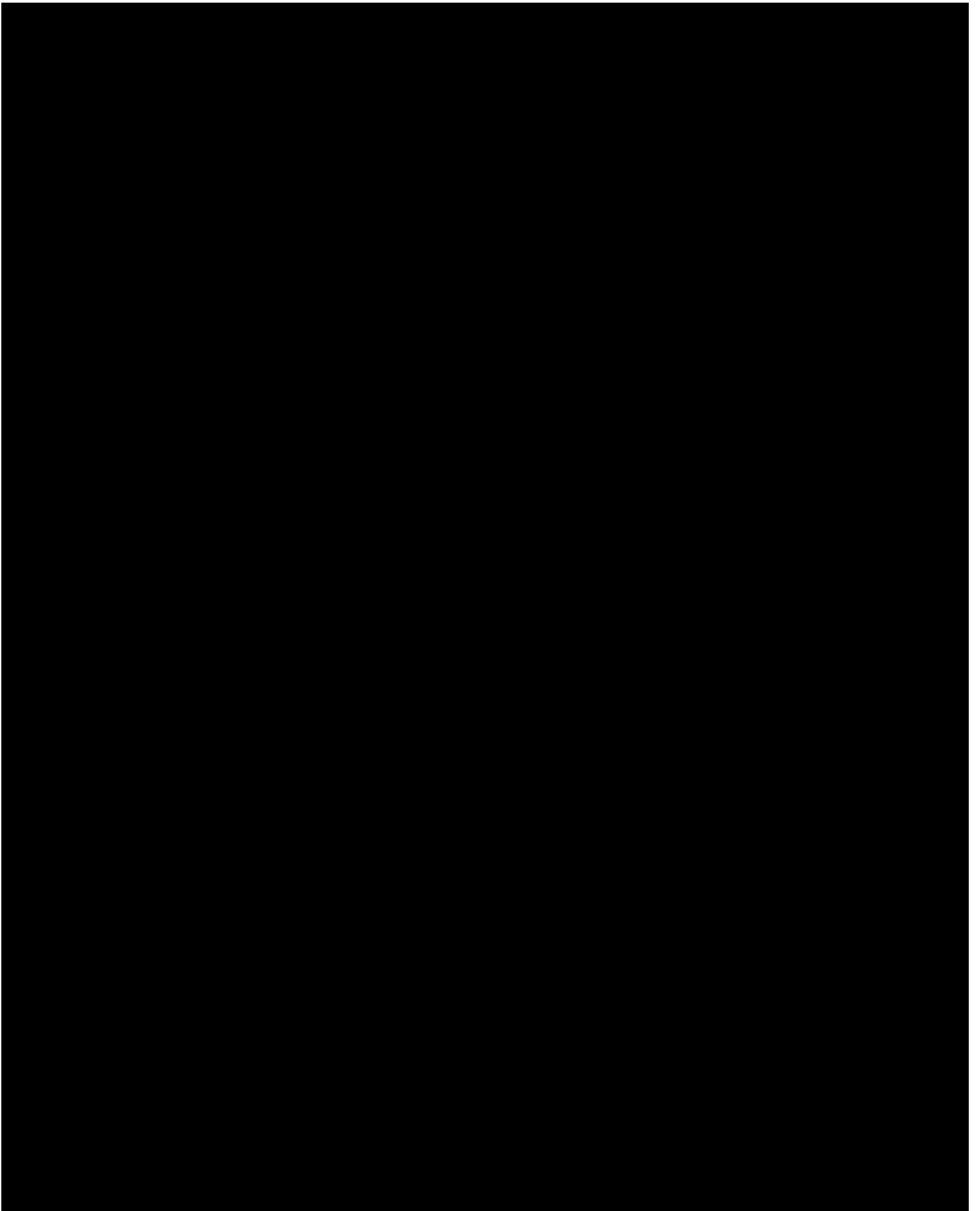
Approved - 23 May 2024

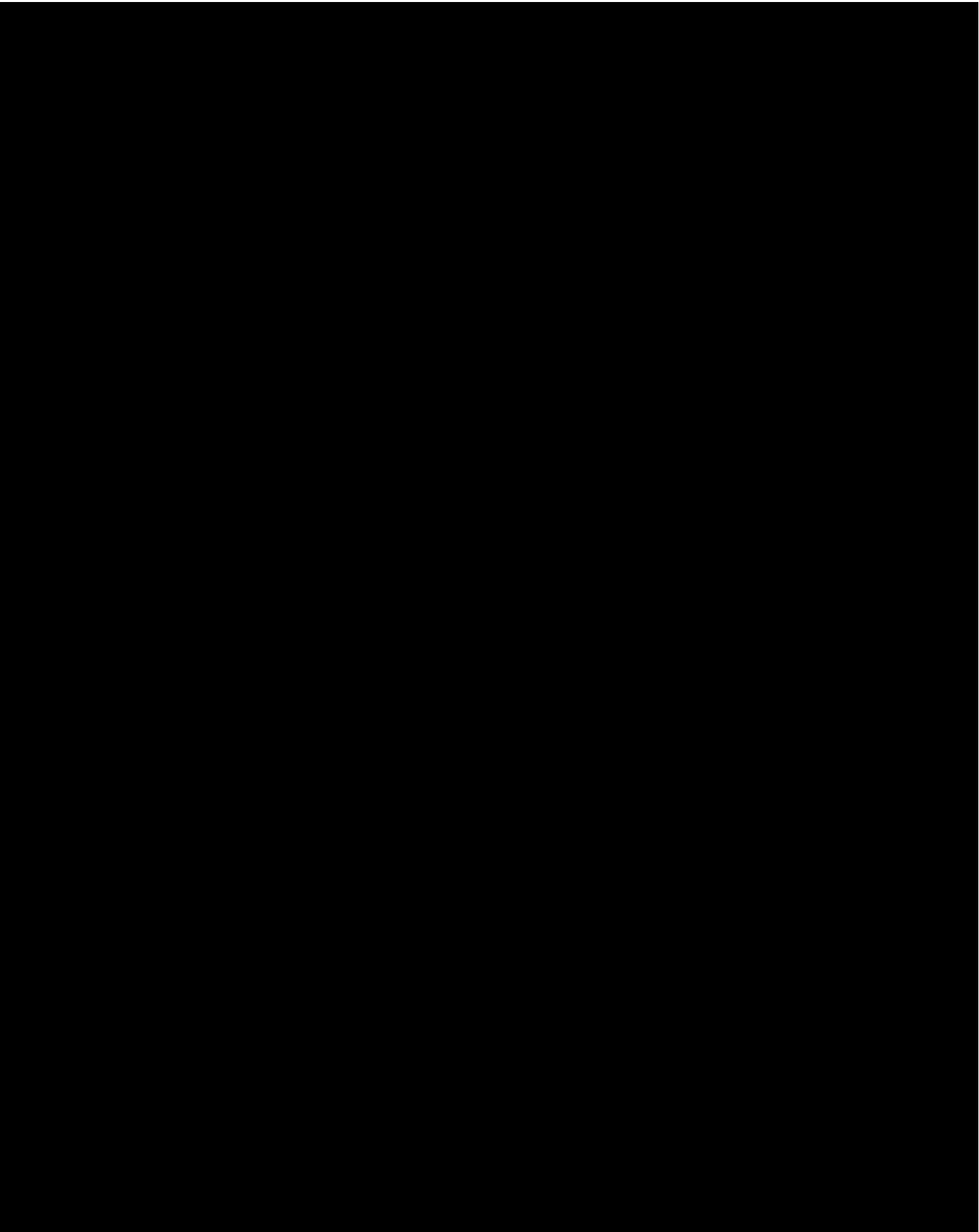
Approved - 23 May 2024

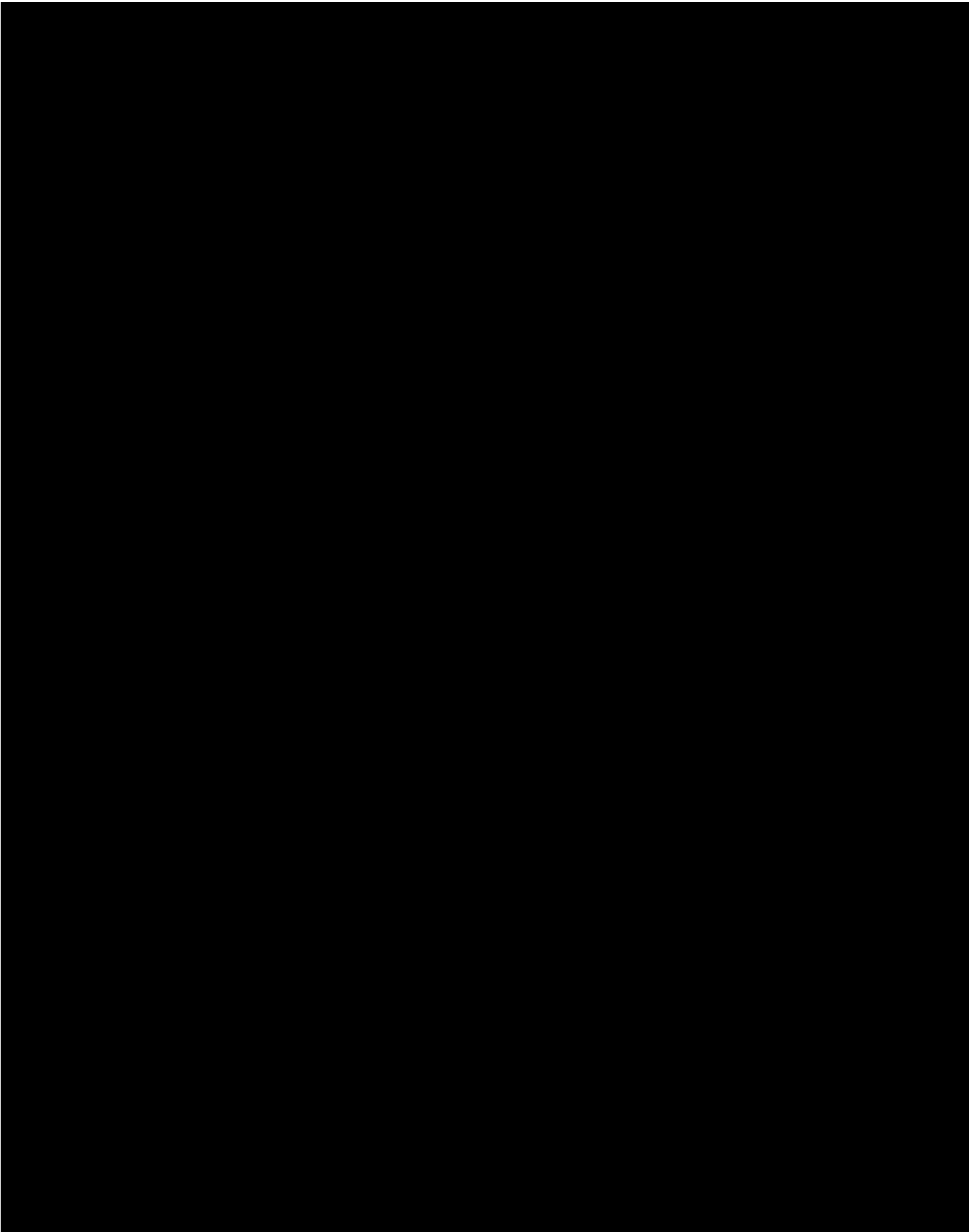
City Manager

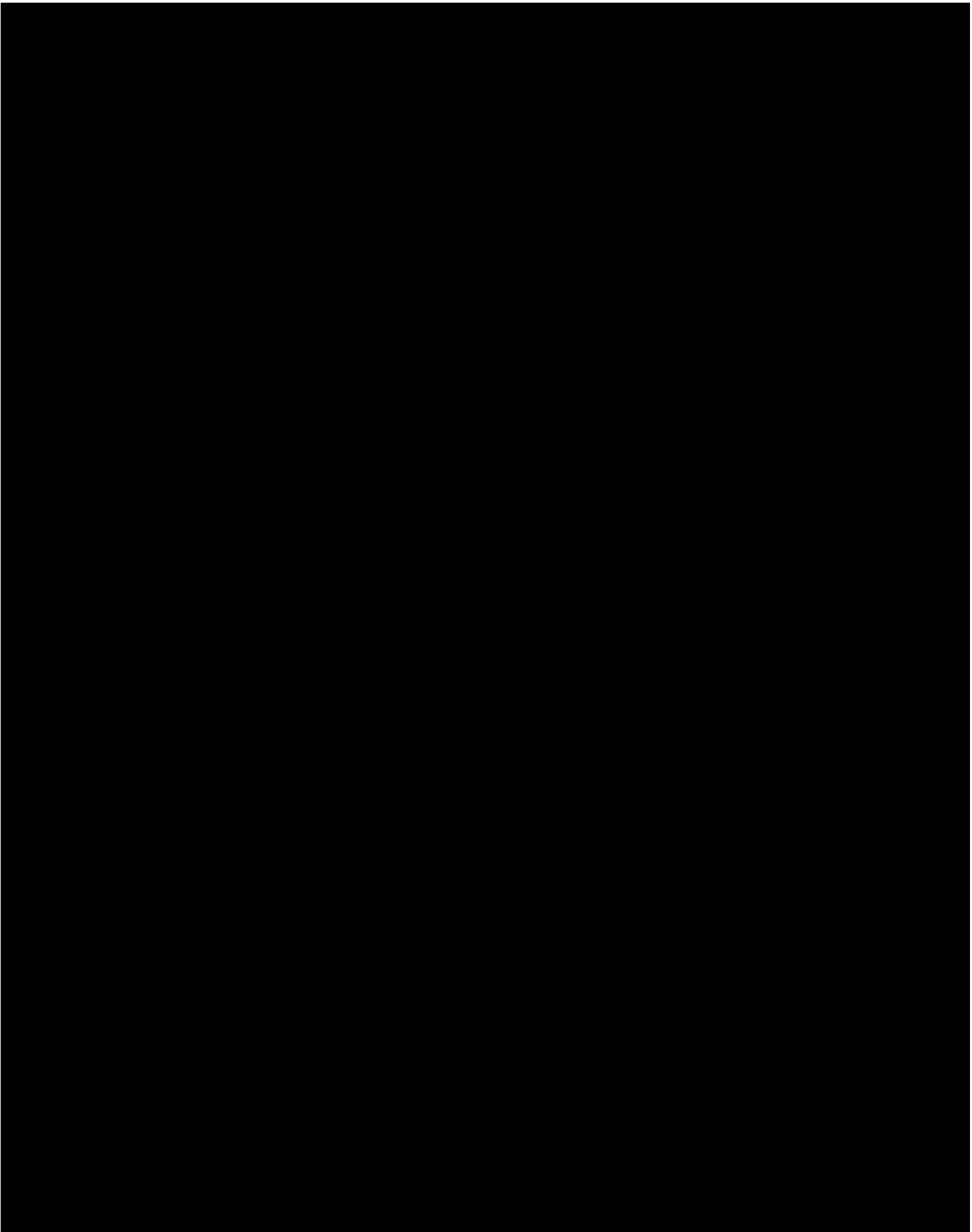


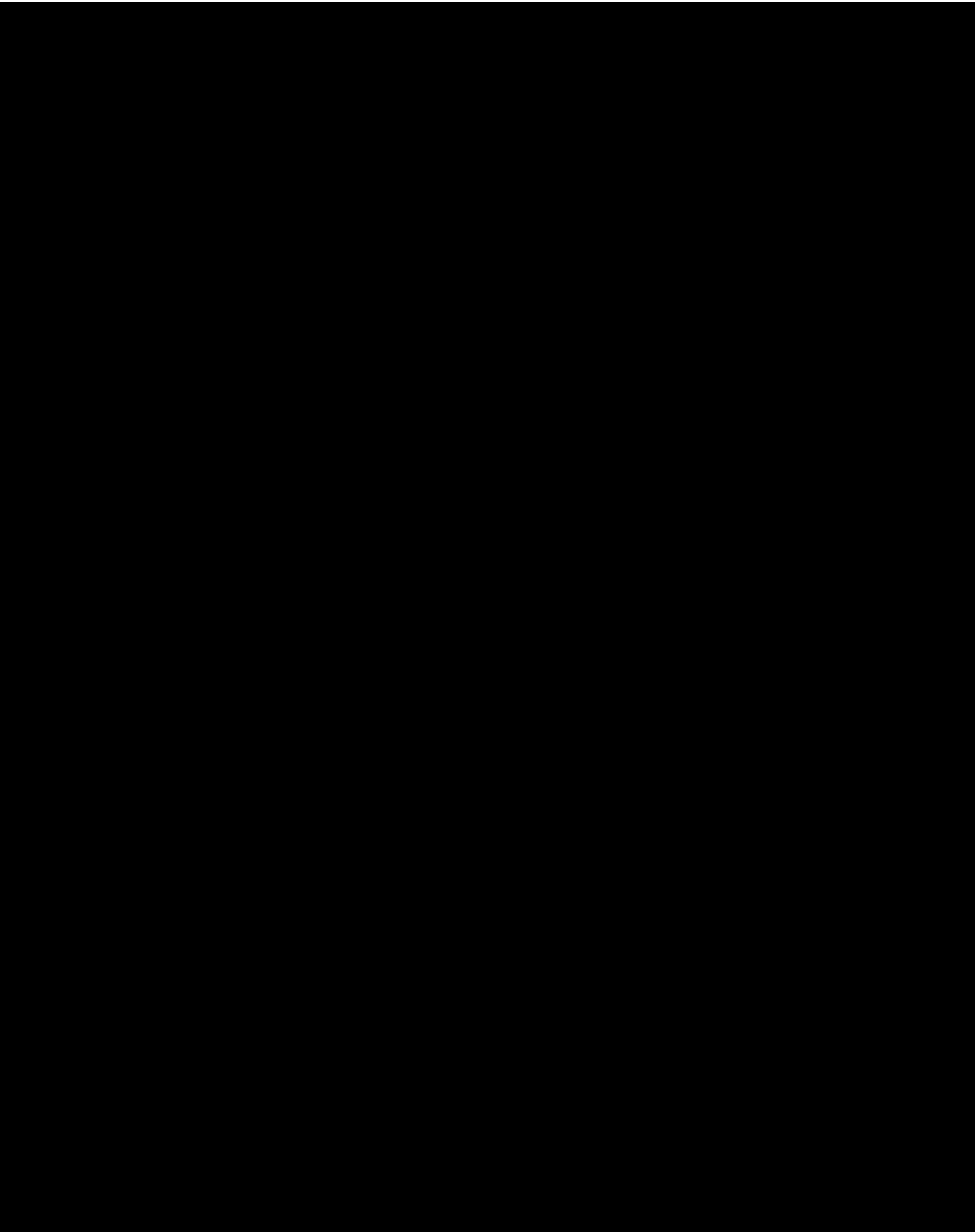


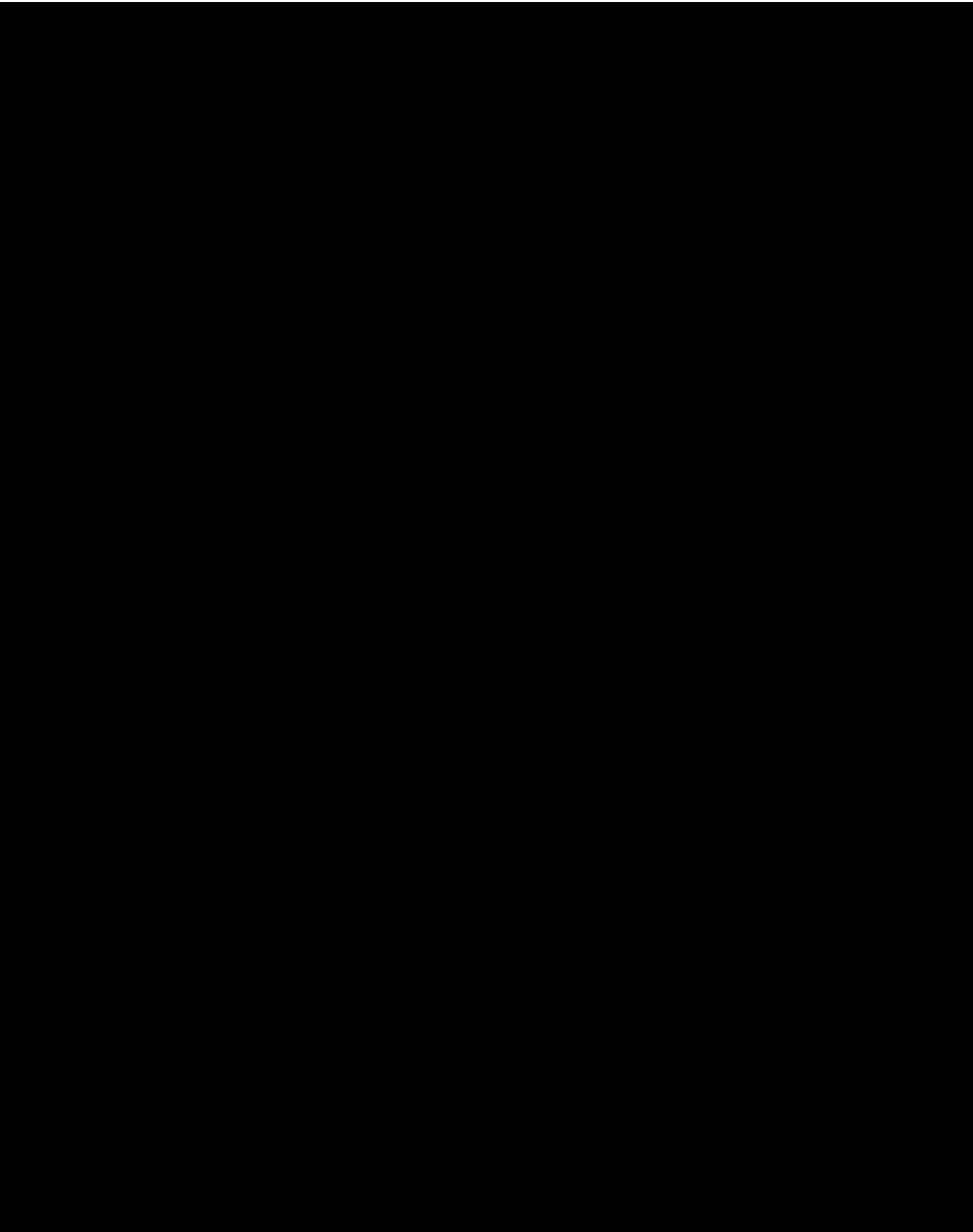


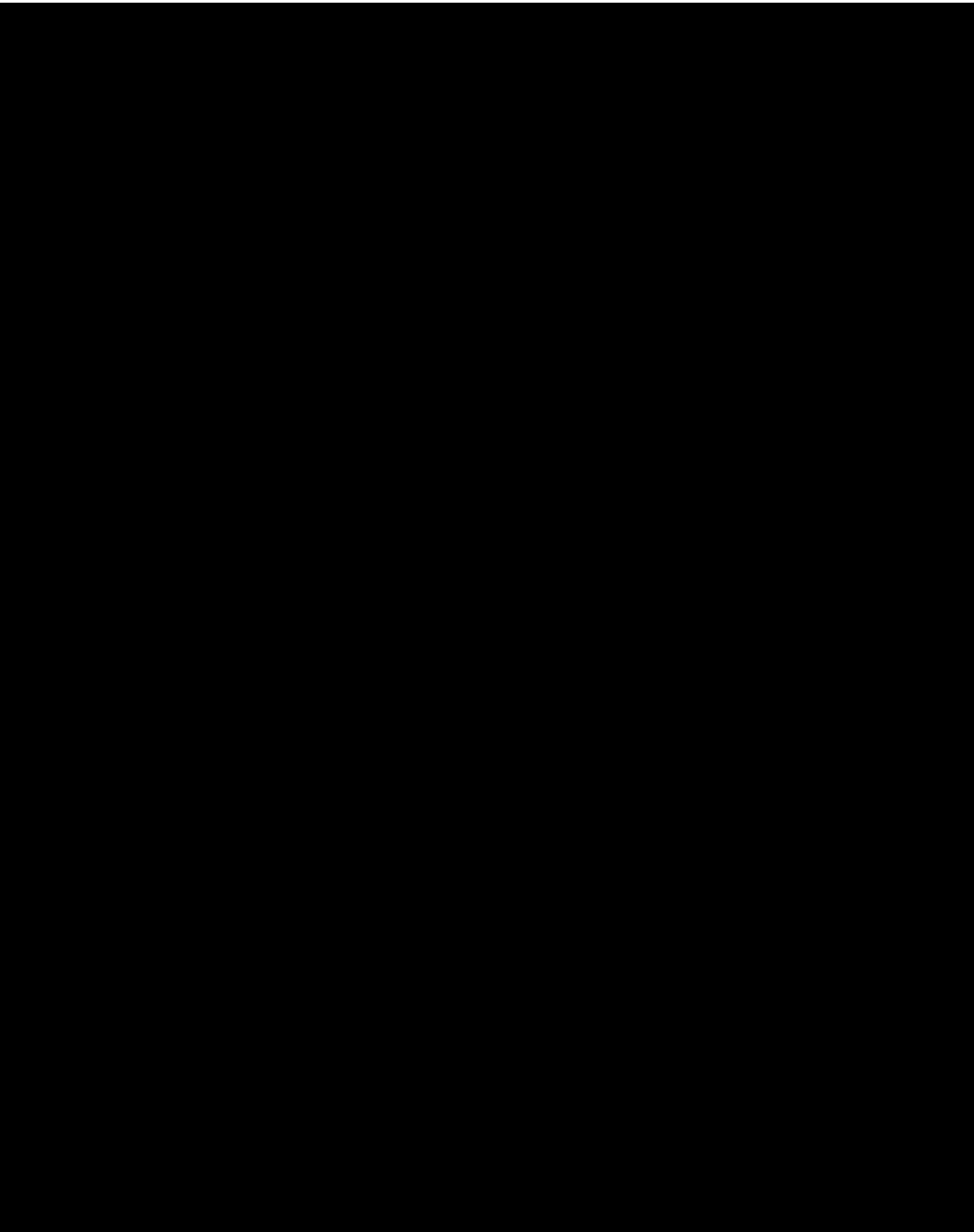


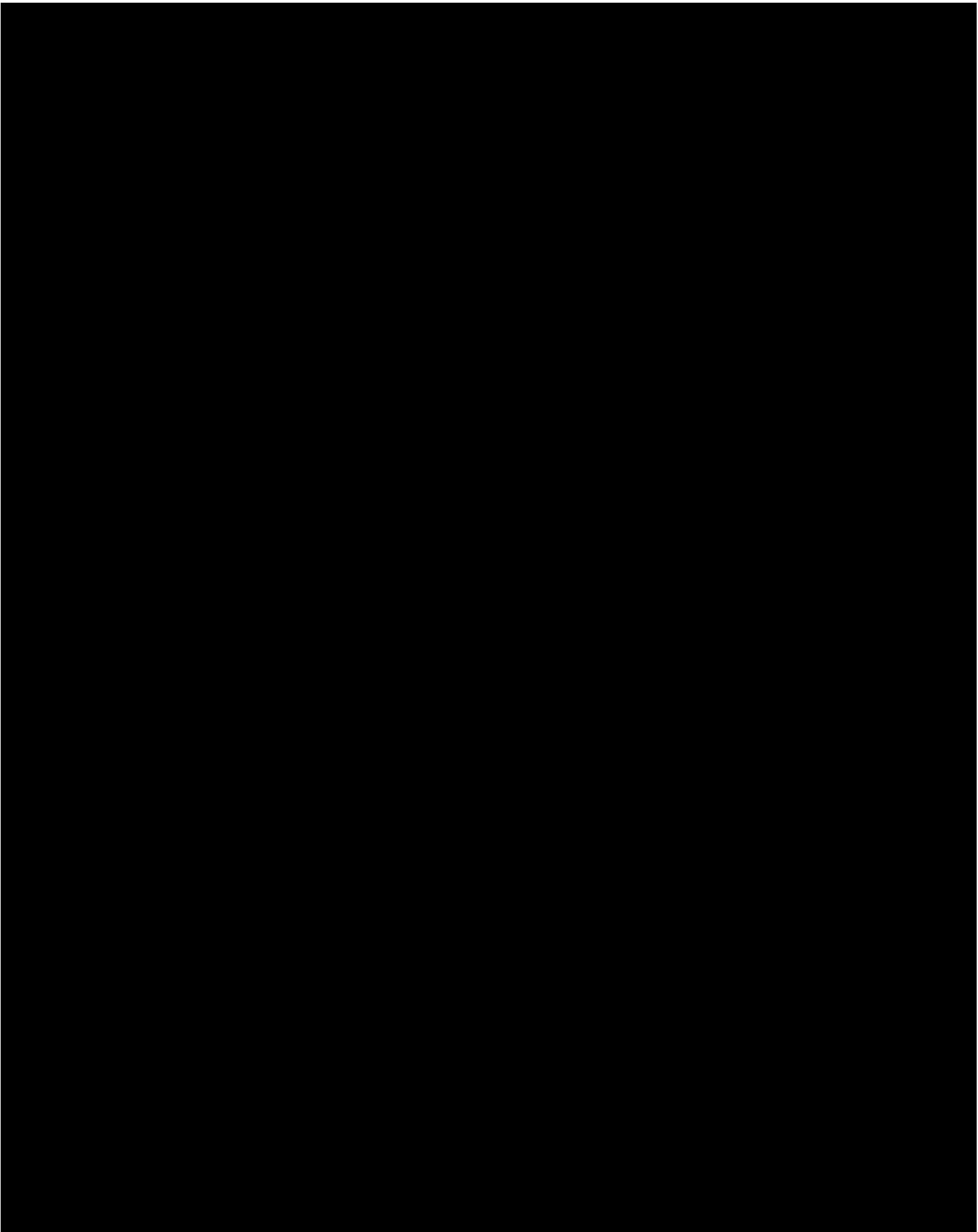


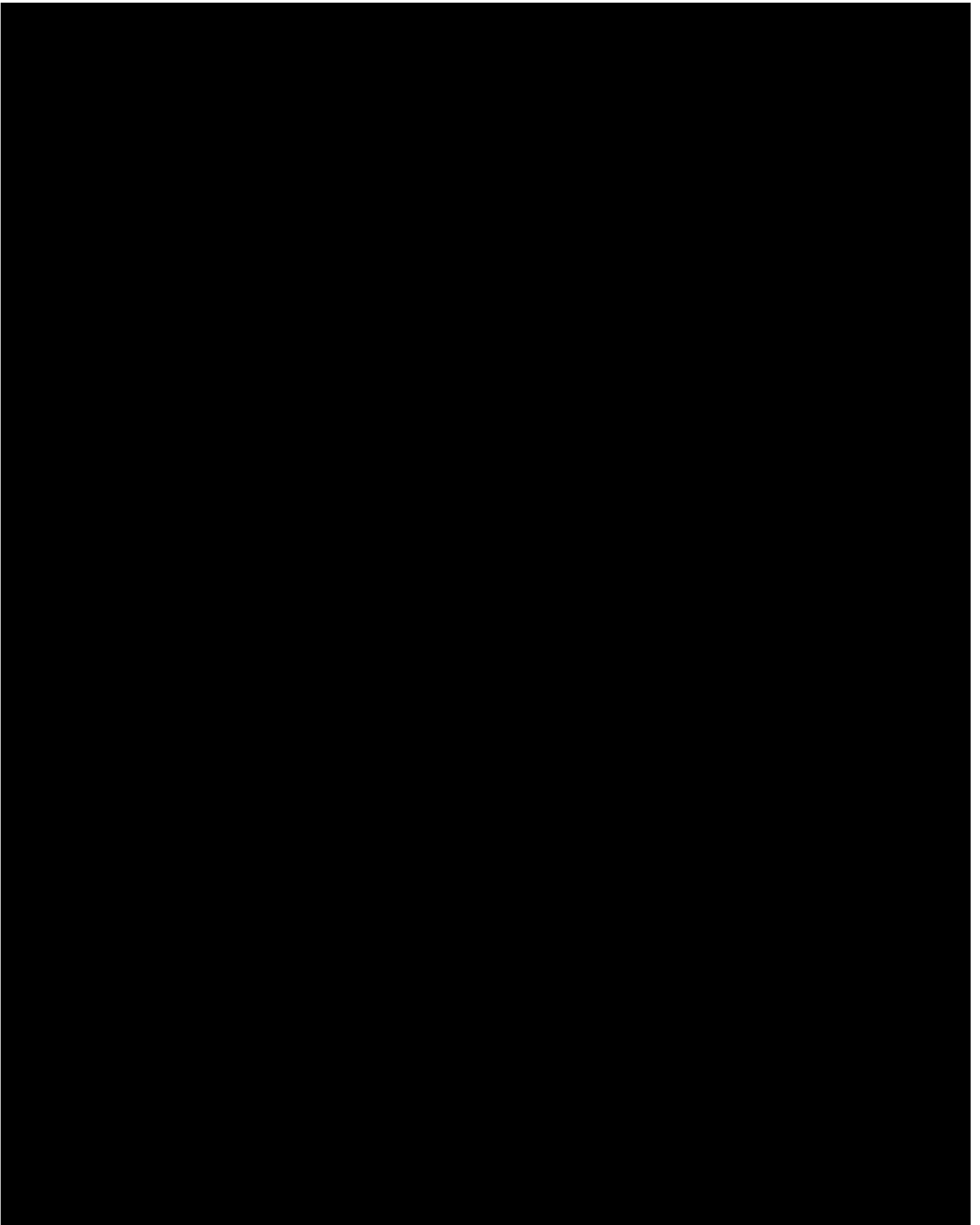


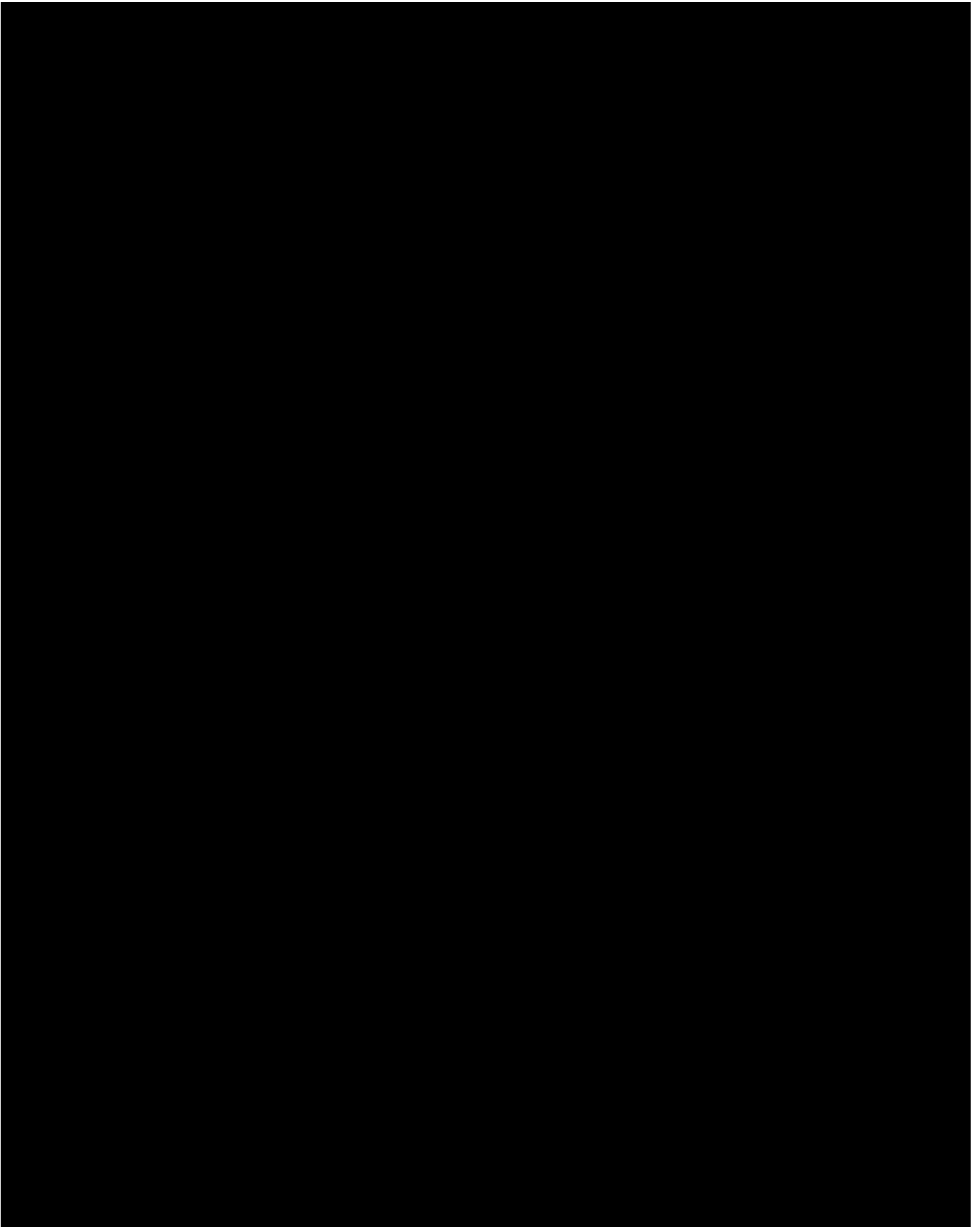














Request for Decision (RFD)

Subject: Asphalt Paving Program 2024-12

To: Darren Charters
Meeting: Regular Meeting - 27 May 2024
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Merx Bid Comparison - 17-MYCW-24-00013](#)

BACKGROUND INFORMATION:

The City of Corner Brook has requested bids to replace asphalt and do road repairs in numerous areas of the City which require intensive repairs and new asphalt. There was an assessment completed by staff to determine a street rehabilitation program. Tenders for the Asphalt Paving Program 2024-12 closed on May 24, 2024 with one bid received from Marine Contractors Inc. in the amount of \$3,569,085.95(HST Included)

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council award the Contract for the Asphalt Paving Program 2024-12 to Marine Contractors Inc. in the amount of \$3,569,085.95 (HST Included)

FINANCIAL IMPACT:

Pre-Tender Estimate - \$3,300,104.40 (HST Included)
 Adjustments to be made to quantities to meet the budget.

Budget Code: 17-MYCW-24-00013, Gas Tax
Finance Type: Funding

City Clerk

Approved - 27 May 2024

City Manager

City of Corner Brook - Asphalt Paving Program - 17-MYCW-24-00013

MARINE CONTRACTORS INC

Project 1

Mobilization & Demobilization (1010)

Code	Description	UOM
1010	1. PART A - MYCW - Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of Sub-Total Before HST)	Lump-Sum
1010	1. PART B - Gas Tax - Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of Sub-Total Before HST)	Lump-Sum
1010	1. PART C - Other - Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of Sub-Total Before HST)	Lump-Sum

Project 1

Mobilization & Demobilization (1010)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1010	1	10000	10000	1	
1010	1	10000	10000	1	
1010	1	10000	10000	1	

Group Total : \$ 30000

Projects Signs & Signposts & Installation (1580)

Code	Description	UOM
1580	1. PART A - MYCW - Project Sign - Provincial	Lump-Sum

Projects Signs & Signposts & Installation (1580)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1580	1	2000	2000	1	

Group Total : \$ 2000

Landscaping, Seeding, Sodding & Tree Preservation (2104)

Code	Description	UOM
2104	5. PART A - MYCW - Supply & Placing Topsoil	Square Meter
2104	8. PART A - MYCW - Supply & Placement of Sods	Square Meter
2104	5. PART B - Gas Tax - Supply & Placing Topsoil	Square Meter
2104	8. PART B - Gas Tax - Supply & Placement of Sods	Square Meter
2104	1. PART C - Other - Supply & Placing Topsoil	Square Meter
2104	2. PART C - Other - Supply & Placement of Sods	Square Meter

Landscaping, Seeding, Sodding & Tree Preservation (2104)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2104	20	50	1000	1	
2104	20	50	1000	1	
2104	20	50	1000	1	
2104	20	50	1000	1	
2104	62	50	3100	1	
2104	62	50	3100	1	

Group Total : \$ 10200

Selected Granular Base & Sub Base Materials (2233)

Code	Description	UOM
2233	2. PART A - MYCW - Class "A" Shouldering	Metric Ton/Tonne
2233	1. PART B - Gas Tax - Class "A" Granular Base	Metric Ton/Tonne
2233	1. PART C - Other - Class "A" Granular Base	Metric Ton/Tonne
2233	2. PART C - Other - Class "B" Granular Sub-Base	Metric Ton/Tonne

Selected Granular Base & Sub Base Materials (2233)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2233	220	60	13200	1	
2233	200	60	12000	1	
2233	190	60	11400	1	
2233	76	60	4560	1	

Group Total : \$ 41160

Asphalt Tack Coat (2547)		
Code	Description	UOM
2547	1. PART A - MYCW - Supply & Placement of Asphalt Tack Coat	Square Meter
2547	1. PART B - Gas Tax - Supply & Placement of Asphalt Tack Coat	Square Meter
2547	1. PART C - Other - Supply & Placement of Asphalt Tack Coat	Square Meter

Asphalt Tack Coat (2547)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2547	35250	3	105750	1	
2547	10000	3	30000	1	
2547	584	3	1752	1	
Group Total : \$ 137502					

Hot Mix Asphalt Concrete Paving (2552)		
Code	Description	UOM
2552	1.2 PART A - MYCW - Asphaltic Concrete - Surface Course	Metric Ton/Tonne
2552	1.1 PART B - Gas Tax - Asphaltic Concrete - Base Course	Metric Ton/Tonne
2552	1.2 PART B - Gas Tax - Asphaltic Concrete - Surface Course	Metric Ton/Tonne
2552	1.1 PART C - Other - Asphaltic Concrete - Base Course	Metric Ton/Tonne
2552	1.2 PART C - Other - Asphaltic Concrete - Surface Course	Metric Ton/Tonne

Hot Mix Asphalt Concrete Paving (2552)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2552	4850	265	1285250	1	
2552	150	265	39750	1	
2552	1300	265	344500	1	
2552	127	265	33655	1	
2552	162	265	42930	1	
Group Total : \$ 1746085					

Reshaping & Patching Asphalt Pavement (2574)		
Code	Description	UOM
2574	2. PART A - MYCW - Patching of Asphalt Pavement	Square Meter
2574	4. PART A - MYCW - Removal of Asphalt Pavement - Reprofiting	Square Meter
2574	5. PART A - MYCW - Cutting of Asphalt Pavement	Meter
2574	6. PART A - MYCW - Channel Cut	Meter
2574	2. PART B - Gas Tax - Patching of Asphalt Pavement	Square Meter
2574	3. PART B - Gas Tax - Removal of Asphalt Pavement - Stripping	Square Meter
2574	4. PART B - Gas Tax - Removal of Asphalt Pavement - Reprofiting	Square Meter
2574	5. PART B - Gas Tax - Cutting of Asphalt Pavement	Meter
2574	6. PART B - Gas Tax - Channel Cut	Meter
2574	5. PART C - Other - Cutting of Asphalt Pavement	Meter

Reshaping & Patching Asphalt Pavement (2574)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2574	500	115.5	57750	1	
2574	35250	9	317250	1	
2574	100	22	2200	1	
2574	800	22	17600	1	
2574	100	115.5	11550	1	
2574	1640	15	24600	1	
2574	10000	9	90000	1	
2574	70	22	1540	1	
2574	320	22	7040	1	
2574	117	22	2574	1	
Group Total : \$ 532104.0					

Maintenance Holes, Catch Basins, Ditch Inlets & Valve Chamber		
Code	Description	UOM
2601	1. PART A - MYCW - Manholes - Adjust Existing	Each
2601	2. PART A - MYCW - Manholes - Adjust cover with Riser Ring	Each
2601	3. PART A - MYCW - Manholes - New Standard Manhole Frame and Cover	Each
2601	4. PART A - MYCW - Manholes - New Self Adjustable Manhole Frame and Cover	Each
2601	5. PART A - MYCW - Catch Basins - Adjust Existing	Each
2601	6. PART A - MYCW - Catch Basins - Adjust with Concrete Ring	Each

Maintenance Holes, Catch Basins, Ditch Inlets & Valve Chambers (2601)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2601	20	1925	38500	1	
2601	12	1925	23100	1	
2601	12	2200	26400	1	
2601	6	3400	20400	1	
2601	10	1100	11000	1	
2601	10	1400	14000	1	

2601	7. PART A - MYCW - Valve Box - Adjust Only	Each	2601	20	900	18000	1
2601	8. PART A - MYCW - Valve Box - New Cover and Sleeve	Each	2601	10	1000	10000	1
2601	1. PART B - Gas Tax - Manholes - Adjust Existing	Each	2601	10	1925	19250	1
2601	2. PART B - Gas Tax - Manholes - Adjust cover with Riser Ring	Each	2601	2	1925	3850	1
2601	3. PART B - Gas Tax - Manholes - New Standard Manhole Frame and Cover	Each	2601	4	2200	8800	1
2601	4. PART B - Gas Tax - Manholes - New Self Adjustable Manhole Frame and Cover	Each	2601	3	3400	10200	1
2601	5. PART B - Gas Tax - Catch Basins - Adjust Existing	Each	2601	6	1100	6600	1
2601	6. PART B - Gas Tax - Catch Basins - Adjust with Concrete Ring	Each	2601	2	1400	2800	1
2601	7. PART B - Gas Tax - Valve Box - Adjust Only	Each	2601	10	900	9000	1
2601	8. PART B - Gas Tax - Valve Box - New Cover and Sleeve	Each	2601	2	1000	2000	1
2601	1.1 PART C - Other - Supply & Placement of Pre-Cast Maintenance Holes (c/w Catch Basin Frame & Cover as per drawings) Diameter 2 m or less, 1200mmO	Each	2601	1	10000	10000	1
2601	1.2 PART C - Other - Supply & Placement of Single Catch Basin (c/w frame & checker board cover)	Each	2601	2	6000	12000	1

Group Total : \$ 245900

Sitework, Demolition & Removal of Structures (2070)

Code	Description	UOM
2070	5. PART B - Gas Tax - Removal of Curb & Gutter	Meter
2070	6. PART B - Gas tax - Removal of Concrete Sidewalk	Meter
2070	1. PART C - Other - Removal of Asphalt	Square Meter
2070	2. PART C - Other - Removal of Curb & Gutter	Meter
2070	3. PART C - Other - Removal of Catch Basins, Manholes and Ditch Inlets	Each
2070	4. PART C - Other - Removal of Storm Sewers	Meter

Sitework, Demolition & Removal of Structures (2070)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2070	72	20	1440	1	
2070	48	20	960	1	
2070	1400	15	21000	1	
2070	144	20	2880	1	
2070	2	500	1000	1	
2070	34	50	1700	1	

Group Total : \$ 28980

Roadway Excavation, Embankment & Compaction (2224)

Code	Description	UOM
2224	1.2 PART B - Gas Tax - Mass Excavation & Backfill - Common	Cubic Meter
2224	2.2 PART B - Gas Tax - Imported Backfill - Common	Metric Ton/Tonne
2224	1.2 PART C - Other - Mass Excavation & Backfill - Common	Cubic Meter
2224	2.1 PART C - Other - Imported Backfill - Rock (100 mm minus)	Cubic Meter
2224	2.2 PART C - Other - Imported Backfill - Common	Cubic Meter
2224	3. PART C - Other - Class "B" Compacted Shouldering	Cubic Meter

Roadway Excavation, Embankment & Compaction (2224)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2224	128	50	6400	1	
2224	20	55	1100	1	
2224	155	35	5425	1	
2224	75	100	7500	1	
2224	10	100	1000	1	
2224	32	100	3200	1	

Group Total : \$ 24625

Scarifying & Reshaping (2231)

Code	Description	UOM
2231	1. PART B - Gas Tax - Scarifying & Reshaping incl. Compaction	Square Meter
2231	1. PART C - Other - Scarifying & Reshaping incl. Compaction	Square Meter

Concrete Walk, Curb & Gutters (2528)

Code	Description	UOM
2528	1. PART B - Gas Tax - Supply & Place Granular Base Material	Cubic Meter
2528	2. PART B - Gas Tax - Concrete Walks (1350 mm x 100 mm)	Meter
2528	3. PART B - Gas Tax - Curb & Gutter - Slip Form	Meter
2528	4. PART B - Gas Tax - Curb & Gutter - Non Slip Form	Meter
2528	5. PART B - Gas Tax - Asphalt Sidewalk (1350 mm x 50 mm)	Meter
2528	1. PART C - Other - Supply & Place Granular Base Material	Cubic Meter
2528	2. PART C - Other - Curb and Gutter	Meter

Filter Fabrics (Geotextile) (2897)

Code	Description	UOM
2897	1. PART B - Gas Tax - Supply and Placement of Tensar HX165 Geogrid	Square Meter

Cast-In-Place Concrete (3300)

Code	Description	UOM
3300	1. PART B - Gas Tax - Cast-In-Place Concrete Lewin Parkway Bridge Sidewalk	Lump-Sum

Cash Allowance (1020)

Code	Description	UOM
1020	1. PART C - Other - Pole Relocation/Shoring/Bracing	N/A

Traffic Regulations (1570)

Code	Description	UOM
1570	1. PART C - Other - Flagpersons Wages	Hour

Reinstatement and Cleaning (1710)

Code	Description	UOM
1710	1. PART C - Other - Ditching/Cleaning and Deepening of Existing	Square Meter

Group Total : \$ 24625

Scarifying & Reshaping (2231)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2231	1640	7	11480	1	
2231	813	10	8130	1	

Group Total : \$ 19610

Concrete Walk, Curb & Gutters (2528)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2528	110	130	14300	1	
2528	17	400	6800	1	
2528	167	175	29225	1	
2528	50	400	20000	1	
2528	37	120	4440	1	
2528	26	130	3380	1	
2528	147	175	25725	1	

Group Total : \$ 103870

Filter Fabrics (Geotextile) (2897)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2897	760	16	12160	1	

Group Total : \$ 12160

Cast-In-Place Concrete (3300)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
3300	1	90000	90000	1	

Group Total : \$ 90000

Cash Allowance (1020)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1020		3000	3000	1	

Group Total : \$ 3000

Traffic Regulations (1570)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1570	270	40	10800	1	

Group Total : \$ 10800

Reinstatement and Cleaning (1710)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1710	8	30	240	1	

1710 2. PART C - Other - Driveway Reinstatement/Patching (Granular) Square Meter

1710 34 200 6800 1

Group Total : \$ 7040

Excavation, Trenching & Backfilling (2223)

Code	Description	UOM
2223	1.1 - PART C - Other - Main Trench Excavation - Rock	Cubic Meter
2223	1.2 PART C - Other - Main Trench Excavation - Common	Cubic Meter
2223	5.1 PART C - Other - Granular Pipe Bedding - Type 1	Cubic Meter

Excavation, Trenching & Backfilling (2223)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2223	5	350	1750	1	
2223	105	35	3675	1	
2223	65	100	6500	1	

Group Total : \$ 11925

Rip-Rap Protection (2270)

Code	Description	UOM
2270	4. PART C - Other - Rip-Rap Random (150mm - 300mm)	Cubic Meter

Rip-Rap Protection (2270)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2270	6	200	1200	1	

Group Total : \$ 1200

Pipe Sewer Construction (2702)

Code	Description	UOM
2702	1. PART C - Other - Supply & Placement of Storm Sewer (375mm dia. HDPE)	Meter
2702	2. PART C - Other - Supply & Placement of Storm Sewer (600mm dia. HDPE)	Meter
2702	3. PART C - Other - Supply & Placement of Storm Sewer (1500mm dia. HDPE Sub Drain)	Meter
2702	4. PART C - Other - Locate, excavate and Connect to Existing Storm Manholes	Each

Pipe Sewer Construction (2702)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2702	16	271	4336	1	
2702	26	656	17056	1	
2702	6	3000	18000	1	
2702	2	3000	6000	1	

Group Total : \$ 45392

Harmonized Sales Tax (HST)

Code	Description	UOM
HST	Harmonized Sales Tax (HST)	Lump-Sum

Harmonized Sales Tax (HST)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
HST	1	465532.95	465532.95	1	

Group Total : \$ 465532.95

Project Total : \$ 3569085.95



Request for Decision (RFD)

Subject: 2023 Tax Recovery Plan

To: Darren Charters
Meeting: Regular Meeting - 27 May 2024
Department: Finance and Administration
Staff Contact: Sievendra Maistry, Director of Finance and Administration
Topic Overview: Tax Recovery Plan
Attachments: [2023 Tax Recovery Plan](#)
[2023 Tax Receivable Summary](#)

BACKGROUND INFORMATION:

The Department of Municipal and Provincial Affairs requires all municipalities to prepare and approve an annual tax recovery plan. The tax recovery plan outlines the tax balances that are outstanding at the end of each year and the methods available to the City for collections.

At the end of 2023 total outstanding taxes amounted to \$2,7 million from 1,060 different properties. This is slightly up from \$2,62 million and 1036 properties at the end of 2022. The City will continue to utilize the various collection tools including water shut-offs, rental seizures, tax sales or legal action to recover outstanding business and property taxes.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the 2023 Tax Recovery Plan as attached.

FINANCIAL IMPACT:

Required to be completed by MA for continued funding from the Province.

Legal Review: No

RECOMMENDATION:

It is staff's recommendation to approve the 2023 Tax Recovery Plan as attached.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the 2023 Tax Recovery Plan as attached.
2. That the Council of the City of Corner Brook not approve the 2023 Tax Recovery Plan and make amendments as they deem necessary.

Director of Finance and Administration	Approved - 21 May 2024
Director of Community, Engineering, Development & Planning	Approved - 21 May 2024
Administrative Assistant	Approved - 22 May 2024

City Manager

MUNICIPALITY OF Corner Brook

Tax Recovery Plan Dated December 31, 2023

Tax Recovery Actions and Plans for the Municipal Fiscal Year 2024

Date Created: May, 2024

Date Amended: . 20

Municipality of
Tax Recovery Plan Dated December 31, 2023

A. Status of the Objectives of the Tax Recovery Plan dated December 31, 2022:

The City was able to recover 51% of the outstanding (2022 and prior) and 94.5% current taxes receivable for the year ended December 31, 2023. The objective stated for the Tax Recovery Plan dated December 31, 2022 was 50%.

Summary of reasons for **meeting / not meeting** the 2022 objective include:

We need an overview what worked:

1. The Actions that worked included:
 - A. The City successfully collected \$1,154,162 of taxes from 2022 and prior. This was through persistent collection efforts by City staff. The City worked with business and property owners to develop payment plans that were suitable for the taxpayer and acceptable to the City.
 - B. The City communicated through the various communication channels so that taxpayers are apprised of the due dates for taxes. These channels of communication include the City website, Council meetings and direct e mail to taxpayers.
 - C. The City offers pre-authorized and payment plans to accommodate longer term recovery plans. The total outstanding at the end of 2022 was only \$124,925 higher than the same period in 2022.
 - D. The City issued water shut off notices to taxpayers in arrears, and where applicable rental seizures were applied.
 - E. The City will issue statement of claims on tax accounts that are unsuccessful in collection efforts.

B. The Objectives of the Tax Recovery Plan Dated December 31, 2023

The City's objective is to recover 50 % of all of the outstanding tax receivable by December 31, 2024.

In order to ensure the availability of sufficient municipal services, it is important that residents and businesses make their payments to Council by June 30, 2023, or otherwise be placed on the City's arrears listing and held subject to the Town's arrears recovery actions as presented in this report.

Under the Government of Newfoundland and Labrador's Community Sustainability Partnership (CSP), the Town must implement and maintain a Tax Recovery Plan and Tax Receivable Summary by establishing objectives, timelines and procedures to recover unpaid taxes from the current and previous years.

The City is subject to these accountability measures in order to receive future Municipal Operating Grant (MOG) funding and a share of Provincial Gas Tax Revenue Sharing funding.

Municipality of
Tax Recovery Plan Dated December 31, 2023

The City must also present municipal audited annual financial statements in compliance with Public Sector Accounting Board (PSAB) standards and an approved annual budget to receive municipal operating grants.

Moreover, the City will take all reasonable actions towards the recovery of taxes in arrears while ensuring the tax recovery process being followed is fair and reasonable to the tax payer and the Town, and within the authority provided under the *Municipalities Act, 1999*.

Tax Year Planning Schedule

- Tax Notices are mailed out Mid January 2024;
- Taxes are due on February 29th 2024 for property and business taxes;
- Taxes are considered unpaid after February 29th, 2024; and,
- Taxes are considered in arrears after January 1, 2024.

Taxes Receivable Summary Templates for 2023

Option 1: For Those Municipalities that Report All Taxes Receivable Together

The Municipality of
 Tax Receivable Summary
 December 31, 2023

	Total Receivable		Accounts With Payment Plan*	
	Tax Payers #	Amount \$	Tax Payers #	Amount \$
Taxes Receivable				
A Owed for current tax year (2023)	653	\$ 1,604,971.66	135	\$ 291,710.49
B Owed for preceding tax year (2022)	192	503,202.64	27	93,181.44
C Owed for two years preceding (2021)	93	224,516.55	20	40,010.20
D Owed for three years preceding (2020 & older)	122	396,401.84	9	28,185.80
Total Taxes Receivable (Dec 31) (A + B + C + D + E + F)	1060	\$ 2,729,092.69	191	\$ 453,087.93

Allowance for Doubtful Accounts for Taxes Receivable		
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* If there are town residents on a Formal Tax Payment Plan, please ensure the "Accounts with Payment Plan" Section is completed.



Request for Decision (RFD)

Subject: 2023 Annual Expenditure Report - Canada Community Building Fund Agreement

To: Darren Charters

Meeting: Regular Meeting - 27 May 2024

Department: Finance and Administration

Staff Contact: Sievendra Maistry, Director of Finance and Administration

Topic Overview: The City of Corner Brook requires approval of the Annual Expenditure Report for the Canada Community Building Fund Agreement (Formally referred to as Gas Tax)

Attachments: [2023.12.31 City of Corner Brook CCBF Draft \(2\)](#)

BACKGROUND INFORMATION:

As per the requirements of the Canada Community Building Fund Agreement, each year the City is required to prepare and approve a report showing a full and detailed statement of revenue and expenditures of the City related to the Canada Community Building Fund Agreement on an annual basis. In 2023 the City received \$943,497 in funding and spent \$769,281 on paving projects. At the end of 2023 the City had \$3,039,582 of funds available for additional projects.

PROPOSED RESOLUTION:

It is **RESOLVED** to approval of the Annual Expenditure Report for Canada Community Building Fund Agreement funding for 2023 as presented.

FINANCIAL IMPACT:

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

RECOMMENDATION:

It is staff's recommendation to approve the 2023 Annual Expenditure Report - Canada Community Building Fund Agreement as presented.

Director of Finance and Administration Approved - 16 May 2024

Director of Community, Engineering,
Development & Planning Approved - 17 May 2024

Administrative Assistant Approved - 22 May 2024

City Manager

CITY OF CORNER BROOK

**Annual Expenditure Report - Canada
Community Building Fund Agreement**

Year Ended December 31, 2023

Draft

**City of Corner Brook
Index to Annual Expenditure Report
December 31, 2023**

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Draft



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 www.bdo.ca

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

Independent Practitioner's Reasonable Assurance Report on Compliance

To the Council of City of Corner Brook

We have undertaken a reasonable assurance engagement for City of Corner Brook (the "City")'s compliance during the period January 1, 2023 to December 31, 2023 with the criteria established by the terms and conditions described in sections 4.3, 5.2.1, Schedule A paragraphs 1, 3, 4, 5 (Newfoundland and Labrador Public Procurement Act only), 13, 14, 15, 16, 17, 23, 25, 26, 27 and 28, Schedule C and Schedule D ("the specific requirements") established in the Ultimate Recipient Canada Community Building Fund Agreement dated November 20, 2014, and the amendment to the agreement signed August 6, 2021, between the Province of Newfoundland and Labrador and the City including the interpretation set out in Note 1 to this report.

Management's Responsibility

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

Our Responsibility

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

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

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



Our Independence and Quality Control

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

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

Opinion

In our opinion, the City complied with the specified requirements established in the Ultimate Recipient Canada Community Building Fund Agreement, including the interpretation in Note 1, during the period January 1, 2023 to December 31, 2023, in all significant respects.

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

Chartered Professional Accountants
St. John's, Newfoundland and Labrador
TBD

Appendix A: Summary of Ultimate Recipients Fund and Certification

2023 Annual Expenditure Report

**City of Corner Brook
For the Year Ended December 31, 2023**

	Annual	Cumulative
	January 1, 2023 - December 31, 2023	January 22, 2007 - December 31, 2023
1. Opening balance of unspent funding	\$ 817,294	\$ -
2. Received from Government of Newfoundland & Labrador	943,497	15,705,434
3. Interest earned on Canada Community Building Fund	113,500	403,567
4. Interest spent on eligible projects	-	-
5. Net interest earned on Canada Community Building Fund	113,500	403,567
6. Canada Community Building Fund spent on eligible projects	769,281	15,003,991
7. Closing balance of unspent funding	\$ 1,105,010	\$ 1,105,010
8. Canada Community Building Fund bank account balance	3,039,582	3,039,582
9. Canada Community Building Fund bank account surplus/deficit	\$ 1,934,572	\$ 1,934,572

Reasoning for difference:

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

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

11. Certification by Ultimate Recipient

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

Signature: _____ Date: _____

**Appendix B: Summary of Ultimate Recipients Project Expenditure Report
2023 Ultimate Recipient Annual Expenditure Report**

City of Corner Brook
For the Year Ended December 31, 2023

A	B	C	D	E	F	G	H	I	J	K
Project Number	Amount Approved by the CCBF Committee	Project Title	Project Description	Current Status	Start & End Date	Total Project Costs	CCBF spent in 2023	Interest Spent in 2023	Total CCBF Spent	Outcomes
60-2007-71	\$ 57,621	Storm Drainage Improvements	East Valley Road and surrounding areas	Completed	Jun-08 - Sep-09	\$ 57,621	\$ -	\$ -	\$ 57,621	Cleaner Water
60-2008-146	81,387	Paving	Humber Road	Completed	Jul-08 - Jul-08	81,387	-	-	81,387	Reduced GHG
60-2008-147	333,315	Paving	Sunnyslope Drive	Completed	Aug-08 - Aug-08	333,315	-	-	333,315	Reduced GHG
60-2008-148	101,567	Paving	Elizabeth Street	Completed	Aug-08 - Aug-08	101,567	-	-	101,567	Reduced GHG
60-2008-149	220,766	Paving	Mt. Bernard Ave	Completed	Aug-08 - Aug-08	220,766	-	-	220,766	Reduced GHG
60-2008-150	157,477	Paving	O'Connell Drive	Completed	Aug-08 - Aug-08	157,477	-	-	157,477	Reduced GHG
60-2008-151	105,489	Paving	Country Road	Completed	Aug-08 - Aug-08	107,684	-	-	105,489	Reduced GHG
60-2009-666	24,414	Paving	Caribou Road	Completed	Aug-08 - Aug-08	24,414	-	-	24,414	Reduced GHG
60-2009-667	29,657	Paving	Poplar Road	Completed	Aug-08 - Aug-08	29,657	-	-	29,657	Reduced GHG
60-2009-668	83,273	Paving	Country Road	Completed	Aug-09 - Aug-09	83,273	-	-	83,273	Reduced GHG
60-2009-669	49,155	Paving	Elizabeth Street	Completed	Aug-09 - Aug-09	49,155	-	-	49,155	Reduced GHG
60-2009-670	195,607	Paving	O'Connell Drive	Completed	Aug-09 - Aug-09	195,607	-	-	195,607	Reduced GHG
60-2009-671	29,821	Paving	Carter Avenue	Completed	Aug-09 - Aug-09	29,821	-	-	29,821	Reduced GHG
60-2009-672	58,986	Paving	Philip Drive	Completed	Aug-09 - Aug-09	58,986	-	-	58,986	Reduced GHG
60-2009-673	9,176	Paving	Wheeler's Road	Completed	Aug-09 - Aug-09	9,176	-	-	9,176	Reduced GHG
60-2009-674	13,080	Paving	Atlantic Avenue	Completed	Aug-09 - Aug-09	13,080	-	-	13,080	Reduced GHG
60-2009-675	41,599	Paving	Coronation Street	Completed	Aug-09 - Aug-09	41,599	-	-	41,599	Reduced GHG
60-2009-676	32,145	Paving	Georgetown Road	Completed	Aug-09 - Aug-09	32,145	-	-	32,145	Reduced GHG
60-2009-677	18,351	Paving	Callahan's Road	Completed	Aug-09 - Aug-09	18,351	-	-	18,351	Reduced GHG
60-2009-678	33,738	Paving	Petries Street	Completed	Aug-09 - Aug-09	45,893	-	-	33,738	Reduced GHG

**Appendix B: Summary of Ultimate Recipients Project Expenditure Report
2023 Ultimate Recipient Annual Expenditure Report**

City of Corner Brook
For the Year Ended December 31, 2023

A	B	C	D	E	F	G	H	I	J	K
Project Number	Amount Approved by the CCBF Committee	Project Title	Project Description	Current Status	Start & End Date	Total Project Costs	CCBF spent in 2023	Interest Spent in 2023	Total CCBF Spent	Outcomes
60-2009-679	34,000	ICSP	Corner Brook	Completed	Jan-10 - Dec-12	261,494			34,000	Capacity Building
60-2009-680	590,000	City Hall Retro fit	City Hall Park Street	Completed	Jan-10 - Dec-12	817,303			590,000	Reduced GHG
60-2009-72	92,436	Watershed Management Plan	Corner Brook Water Supply	Completed	Jul-07-Jun-09	92,436			92,436	Capacity Building
60-2010-1206	42,000	District Energy Plan	Park Street	Completed	Jan-11 - Jun-12	498,925			42,000	Capacity Building
60-2011-1513H	46,000	Paving	Brookfield Avenue	Completed	Aug-11 - Aug-11	46,000			46,000	Infrastructure Upgrade
60-2011-1513A	29,600	Paving	Caribou Road	Completed	Jul-11 - Jul-11	29,600			29,600	Reduced GHG
60-2011-1513B	29,400	Paving	Golden Glow Place	Completed	Jul-11 - Jul-11	29,400			29,400	Reduced GHG
60-2011-1513C	13,000	Paving	Herald Avenue	Completed	Jul-11 - Jul-11	13,000			13,000	Reduced GHG
60-2011-1513D	78,000	Paving	Maple Valley Road	Completed	Aug-11 - Aug-11	78,000			78,000	Reduced GHG
60-2011-1513E	69,000	Paving	Petries Street	Completed	Aug-11 - Aug-11	69,000			69,000	Reduced GHG
60-2011-1513F	57,400	Paving	St. Marks Avenue	Completed	Jul-11 - Jul-11	57,400			57,400	Reduced GHG
60-2011-1513G	49,600	Paving	University Drive	Completed	Jul-11 - Jul-11	49,600			49,600	Reduced GHG
60-2011-1513	2,970,459	Road Upgrade	Local Roads & Bridges	Completed	Aug-11 - Aug-11	2,970,459			2,970,459	Reduced GHG
60-2015-3275	4,194,515	Road Upgrade	Local Roads & Bridges	In Progress	Jul-15	4,194,515			3,235,194	Productivity & Economic Growth
60-2019-6743	6,144,296	Road and Asphalt Improvements 2019-2024	Upgrade roads within the City	In Progress	Jun-19	6,144,296	769,281		5,991,282	12 km of improved/resurfaced road
60-2021-7314	46,929	Drinking Water	Regional Water Supply study and design	Not Started	Aug-21	51,750			-	Clean Environment
	\$ 16,163,256		Total			17,094,148	769,281		15,003,991	

Table A: Other Sources of Funding to Date
For the Year Ended December 31, 2023

A Project Title	B		C		D		E	F	G
	Municipal	Provincial	Federal	Other (GST Rebate)	Total Other Sources	Program (i.e. MRIF, MCW, etc.) and Project number			
60-2008-151 - Road Upgrade	\$ 2,195	\$ -	\$ -	\$ -	2,195	60-2008-151 (MCW)			
60-2009-678 - Road Upgrade	12,155	-	-	-	12,155	60-2009-678 (MCW)			
60-2009-679 - ICSP Development	227,494	-	-	-	227,494	60-2009-679 (MCW)			
60-2009-680 - Municipal Building Retrofit	227,303	-	-	-	227,303	60-2009-680 (MCW)			
60-2010-1206 - District Energy Plan	-	456,925	-	-	456,925	60-2010-1206			
60-2015-5275 - Road Upgrade	1,420,348	749,011	453,203	-	2,622,562	17-SCF-18-00011 (SCF) / MYCW-18-00028 (Capital Works Program)			
60-2019-6743 - Road and Asphalt Improvements 2019-2024	382,870	-	-	-	382,870	60-2019-6743 - Municipal funding			
60-2021-7314 - Regional Water Supply	4,821	-	-	-	4,821				
Total	\$ 2,277,186	\$ 1,205,936	\$ 453,203	\$ -	\$ 3,936,325				

Asset Management Plan Information

For the Year Ended December 31, 2023

Please answer the following questions:

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

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

Asset Management Plan is in progress.

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

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

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

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

City of Corner Brook
Notes to Independent Practitioner's Reasonable Assurance Report on Compliance
For the Period January 1, 2023 to December 31, 2023

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

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

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



Request for Decision (RFD)

Subject: Daycare Operating Agreement at the Corner Brook Regional Recreation Centre

To: Darren Charters
Meeting: Regular Meeting - 27 May 2024
Department: Recreation
Staff Contact: Peter Robinson, Director of Recreation Services
Topic Overview:
Attachments: [20240401 - Day Care Signed Agreement](#)

BACKGROUND INFORMATION:

The new Corner Brook Regional Recreation Centre will feature a 32 space daycare facility. An RFP was published on January 15, 2024 and closed on February 16, 2024 inviting parties interested in operating the daycare that will be located in the Corner Brook Regional Recreation Centre. Only one submission was received. The only proposal was submitted by YMCA of Western NL Inc. (YMCA). The attached operating agreement between the YMCA and the City of Corner Brook defines the relationship between, and responsibilities of, each party.

Please note that approval of this operating agreement is contingent on the approval of the operating agreement between Memorial University of Newfoundland and the City of Corner Brook.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook award the operation of the daycare at the Corner Brook Regional Recreation Centre to the YMCA of Western NL Inc.

Be it further RESOLVED that Council of the City of Corner Brook approves the attached operating agreement between YMCA of Western NL Inc. and City of Corner Brook.

FINANCIAL IMPACT:

YMCA will pay the City of Corner Brook \$1,000.00/month for the exclusive right to operate a daycare.

RECOMMENDATION:

The staff recommend that the operation of the daycare at the Corner Brook Regional Recreation Centre be awarded to the YMCA and the attached operating agreement be approved.

ALTERNATIVE IMPLICATIONS:

1. Council approves the resolutions.

- 2. Council does not approve the resolutions. This would likely result in the daycare not being able to open in time for September.
- 3. Council makes alternative recommendations.

Director of Community, Engineering, Development & Planning	Approved - 23 May 2024
Administrative Assistant	Approved - 23 May 2024

City Manager

THIS AGREEMENT made at the City of Corner Brook, Province of Newfoundland & Labrador this _____ OF _____, 2024 (the "effective date")

BETWEEN:

CITY OF CORNER BROOK, a body corporate continued under the *City of Corner Brook Act, R.S.N.L. 1990, c. C-15 as amended* ("the City")

AND:

YMCA of Western NL Inc., a non-profit body corporate duly registered in the Province of Newfoundland and Labrador ("The YMCA")

WHEREAS:

- A. The City is vested with property at University Drive, in the City of Corner Brook, Province of Newfoundland and Labrador known as the Corner Brook Regional Recreation Centre (hereinafter called the "Property");
- B. A portion of the Property has been designed for the purpose of operation of a daycare for children (hereinafter called the "Daycare Centre"); and
- C. The YMCA desires to operate a daycare for children in the Daycare Center.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and conditions herein set forth, the parties hereby agree as follows:

1. DEFINITIONS

- (a) "Contract Documents" are comprised of this Agreement, the RFP and the Proposal;
 - (b) "Proposal" means the proposal submitted by the YMCA to the City dated February 16, 2024 in response to the RFP;
2. "RFP" means the Request for Proposal issued by the City on the 15th day of January, 2024 for operation of the Daycare Centre.

3. TERM

The City hereby grants to the YMCA and the YMCA doth hereby take from the City, the exclusive right to operate a daycare for children from the Daycare Centre, more particularly described in "Schedule "A" annexed hereto, upon the terms and conditions set out in this Agreement, for a period of 10 years and 2 months commencing on 1st July, 2024 and terminating on 31st August, 2027 subject to such rights of early termination as are set out in this Agreement.

4. PAYMENT:

- (a) The YMCA shall pay to the City the amount of One Thousand dollars (\$1,000.00) including HST each month during the first three years of the term of this agreement for the exclusive right to operate a daycare for children from the Daycare Centre. This payment shall be a minimum threshold base payment adjusted upward annually in accordance with the Consumer Price Index if the Consumer Price Index increases. The payments shall be paid on or before the 3rd day of each month during the Term of this exclusivity agreement. The parties agree to renegotiate the amount the YMCA shall pay to the City for this exclusive rights compensation prior to commencement of the fourth year of the term of this agreement and again prior to commencement of the seventh year of the term of this agreement provided that any renegotiated amount shall be no lower than the bottom threshold of \$1000.00 increased in accordance with consumer price indexing to the applicable year. If the City is not satisfied with the amount of compensation offered by the YMCA during such renegotiation, the City may terminate this agreement with the YMCA upon provision of 60 days written notice."
- (b) All sums, payable to the City under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the City on outstanding balances owed to the City of Corner Brook as approved by the City in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2024 budget of the City of Corner Brook is 10.5% per annum.

5. COVENANTS OF THE CITY

The City makes the following covenants:

i. Capital repairs and upgrades

To be responsible for all capital repairs, upgrades or other expenses related to the Day Care Center. The YMCA is prohibited from effecting any structural changes to the building and shall not develop, construct, build or renovate the Day Care Centre without prior approval of the City and obtaining the appropriate permit(s) from the City's department of planning and development;

ii. General Maintenance and Repair

To be responsible for all repair and maintenance of the Daycare Centre and outdoor playground;

iii. Heat and Lighting

To provide water, heating, lighting, electricity for the Daycare Center, but the City shall not be liable for failure to provide such utilities when such failure is beyond the City's control;

iv. Snow Clearing

To be responsible for all snow clearing, ice control, and landscaping services and the costs of same that the City in its sole discretion deems necessary or adequate for operation of a daycare for children at the Daycare Centre. The YMCA may, with prior approval of the City do additional landscaping at its own cost;

v. Parking

To provide free designated parking spaces for the staff of the Daycare Center;

vi. City Access

Subject to the rights of re-entry otherwise provided in this Agreement and subject to any necessary re-entry due to an emergency pertaining to the Property (including but not limited to water or fire emergencies), the City covenants with the YMCA for quiet enjoyment of the Daycare Centre; and

vii. IT and Related Services

To provide internet SSID WIFI network with content filtering and specific blocks as required by the YMCA but the City will not be responsible for outages or internet connectivity disruptions that are outside of the City's control;

6. COVENANTS OF THE YMCA:

The YMCA makes the following Covenants:

- i. To use the Daycare Centre to operate a daycare for children in accordance with the Contract Documents and not to use the Daycare Centre for any other purpose;
- ii. Throughout the Term of this Agreement, to continuously operate a daycare for children in the Daycare Centre in accordance with the Contract Documents;
- iii. **Legal compliance** - To operate the daycare in a safe manner and in strict conformity with all conditions and obligations set out in its insurance policies and in compliance with all federal, provincial and municipal laws, by-laws, rules and regulations which in any manner affect or relate to the operation of a daycare for children including but not limited to the *Child Care*

Act SNL 2014 Ch. C-11.01, as amended, and ensuring that all workers are trained and adhere to Occupational Health and Safety standards and national food safety standards and to save the City harmless from any liability or cost suffered by it as a result of failure of the YMCA to do so;

- iv. To wholly contain operation of the daycare for children within the Daycare Center and playground and to refrain from conducting any daycare activities beyond this space. For further clarification, the daycare and its operations include storage of equipment and materials space for administration which shall all be fully contained within the Daycare Centre portion of the Property;
- v. Not to transfer the exclusive right to operate a daycare in the Daycare Centre to a third party and not to allow any third party to operate the daycare or any other activities or services in the Daycare Centre;
- vi. Not to erect any signs, advertisements, or other structures on the outside of the Property or the Daycare Centre without prior approval from the City;
- vii. To ensure that nothing is done or kept at the Daycare Centre including the playground area which is or may be a nuisance or which causes damage to or interference with tenants or users of the Property;
- viii. Upon termination of this Agreement, at its own risk and expense, to remove from the Daycare Centre within the timeframe set out in the Notice to Quit, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Daycare Centre in good repair, neat, clean and free of all waste material, debris and rubbish, all to the City's satisfaction;
- ix. To pay all amounts due to the City under this Agreement;
- x. To Fulfill all responsibilities as promised in this Agreement, the Proposal and RFP, including but not limited to:
 - a. providing daycare spaces at a maximum cost of Ten dollars (\$10.00) per day per child;
 - b. providing daycare services during the days and hours specified in clause 6(XXV) herein; and
 - c. filling the daycare spaces with priority to children of staff, faculty and students of the Grenfell Campus of Memorial University ("MUN Spaces") and children of employees of the City ("City Spaces") with the first 75% allotted to MUN Spaces and any remainder to City Spaces in accordance with the order set out on the waiting lists provided by the City to the YMCA on or before July 1st, annually.
- xi. To at its own expense obtain all licenses and permits that may be required for and in connection with the operation of a daycare;
- xii. To keep and maintain the Daycare Centre in a clean, sanitary, attractive condition that is satisfactory to the City and the Department of Health and Community Service for the Province of Newfoundland & Labrador and to regularly ensure disposal of all garbage, waste and recyclable material and rubbish accumulating in connection with operation of the daycare;

- xiii. To notify the City immediately with respect to any damage occurring to the Daycare Centre or the furnishings or equipment therein;
- xiv. To allow inspectors of the City and the Province of Newfoundland & Labrador, to inspect at any time the daycare operations, and to make such change or changes in respect thereto as the said City and/or Provincial inspectors shall in their opinion or the opinion of either of them consider desirable;
- xv. To deal with any customer service complaints from parents or others in a professional manner and to take such corrective action as may be appropriate to remedy any customer service concerns raised;
- xvi. To at all times indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the City or its Property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the City and of the YMCA) directly or indirectly arising out of, resulting from or sustained as a result of the YMCAs occupation or use of, or any operation in connection with, the Daycare Centre or arising out of the provision of daycare services and/or the consumption of foods and beverages pursuant thereto;
- xvii. At all times during operation of the Daycare Centre, at its own expense to maintain in force insurance coverage with respect to its use and occupation of the Daycare Centre and provision of daycare services, and provide the City with certificates of a policy or policies of an insurance company or companies for:
 - a. Insurance against loss by such insurable hazards as the City may from time to time reasonably request;
 - b. Commercial General Liability insurance with a limit of not less than Five Million (\$5,000,000.00) dollars per occurrence and annual aggregate, including but not limited to coverage for claims for personal injury, death and property damage;
 - c. All Risks Tenant's Legal Liability; and
 - d. Property Insurance sufficient to cover the YMCAs' personal property and equipment that will be used, kept or stored on City property.
- xviii. Every policy or policies of insurance maintained by the YMCA shall name the City as first payee. A certificate of such coverage (s) shall be furnished to the City prior to the YMCA occupying the Daycare Centre and confirmation of continued coverage provided annually on

the anniversary of signing this agreement and at such other times as required by the City within five (5) days of request of the City;

- a. Ensure all fire extinguishing systems are checked annually by authorized personnel.
 - b. To vacate the Daycare Centre on request of the City in accordance with this Agreement;
 - c. To provide the City with access to the Daycare Centre in accordance with this Agreement;
 - d. To ensure that the external doors remain locked and securely closed save and except for those times when an employee of the YMCA is on duty at the Daycare Centre and is providing a reasonably secure level of monitoring public access to the Daycare Centre;
 - e. To comply with the provisions of the Human Rights Act, 2010 SNL 2010 Ch. H- 13.1, as amended, as though the YMCA were an Agent of the Crown;
 - f. To not exceed or overload the capacity of the utility facilities or the electrical wiring and service in the Daycare Center; and
 - g. To permit the City or its agents to enter upon the Daycare Centre at any time during normal business hours for the purpose of inspecting the Daycare Centre and with forty-eight (48) hours advance notice for the purpose of making repairs, alterations or improvements to the Daycare Centre, and the YMCA is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the City's rights hereunder may be exercised without notice.
- xix. **Recruitment of staff** - The YMCA shall be solely responsible for the placement of all the Early Childhood Educators as well as support staff to run the child daycare. Early Childhood Educators are to have the appropriate qualifications, skill set and experience to operate the child day care in accordance with the Contract Documents. This is to be managed and monitored by the YMCA.
- xx. **Operational costs of the daycare** - All operational costs, including, but not limited to salary costs for all staff will be the sole responsibility of the YMCA.
- xxi. **Subsidies** - The YMCA is responsible for arranging the applicable government subsidies for staff and related costs. This Agreement is contingent on the YMCA being able to secure funding from the Provincial Government of Newfoundland and Labrador through its Child Care Capacity Initiative and Operating Grant Program.
- xxii. **Parent – YMCA Relationship** - The YMCA is responsible to communicate directly with parents of the children registered in the day care on all matters relating to the activities of the daycare. The YMCA agrees to manage this relationship professionally, in consideration of the reputational impact to the City, the Regional Recreational Center and the Day Care Center.

- xxiii. **Safety and Security of Children** - The YMCA is solely responsible to ensure the safety and security of all children from the time the parent drops off their child/ren and the time the parent picks up the child/ren. The YMCA is to ensure that staff are stationed at the entrance to receive the child/ren at pick up and drop off times, and to ensure that the children are dismissed to the correct registered parent/s or guardian(s). The YMCA is to ensure that all children are monitored at all times when children are in their care and are not left in the care of unauthorized personnel/individuals. The YMCA agrees to indemnify and hold the City harmless in relation to any claim for loss or damage from any harm to a child in their care in accordance with clause 6 (xvi) of this Agreement.
- xxiv. **Cleaning Services** - The YMCA shall be solely responsible to arrange and pay for cleaning and sanitation of the Daycare Centre to a standard befitting of a registered child daycare space in the Province of Newfoundland and Labrador. Not in any way to limit the generality of the foregoing, the YMCA agrees to keep the Daycare Centre in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal or human waste, or other objectionable material to accumulate on the Daycare Centre and to ensure that no such materials are deposited by the daycare YMCA or their staff on other parts of the Property. The YMCA is to ensure hygiene standards befitting of a registered child daycare space in the Province of Newfoundland and Labrador are maintained in the Daycare Center at all times.
- xxv. **IT and Related Services** - The YMCA is responsible for all the IT hardware and software requirements to run the daycare, including but not limited to desktops, laptops, notepads, keypads, mouse, and all other IT accessories.
- xxvi. **Operating Hours** - The YMCA shall provide daycare services for children between the following defined periods:
 DAYS: Monday – Friday
 TIMES: 7:30am – 5:30pm
 Save and except for those holidays enumerated in the Proposal.
- xxvii. **Furnishings and Fittings**
- (i) The YMCA will maintain an asset register with proof of purchase detailing all additional furnishings and equipment that the YMCA has included in the daycare, over and above what the City and the provincial Child Care Capacity Initiative has provided for the Daycare Center. Upon termination of this Agreement, all furnishings and equipment, toys and supplies, that have been provided by the City or by funding from the provincial Child Care Capacity Initiative shall remain in the Daycare Centre as property of the City and the YMCA shall remove only those items that were purchased with its own resources.
 - (ii) If there remains a need for furnishings and equipment after funds for same from the provincial Child Care Capacity Initiative have been exhausted, The City will, within a defined budget set by Corner Brook City Council, provide such additional furnishings and equipment as are in its sole discretion reasonably necessary or desirable for

operation of the day care. Any additional furnishings and equipment shall be provided by the YMCA at the cost of the YMCA. A detailed asset register is to be maintained, highlighting what the City owns and what the YMCA owns. This asset register is to be reviewed annually and signed off by the YMCA and the City.

xxviii. Reporting Requirements

The YMCA shall submit a report to the City, on or before the 1st day of June annually detailing the following:

- a. Controls in place over safety of all children registered in the daycare;
- b. Internal controls governing the flow of funds received through all subsidies;
- c. Financial reports of the daycare;
- d. Number of children per category;
- e. Number and details of Early Childhood Educators;
- f. Early Childhood educators and support staff criminal record checks;
- g. Early childhood credential verification;
- h. Any complaints received from parents during the half year reporting period;
- i. Any other pertinent issues pertaining to the daycare center;
- j. Proof of insurance required in accordance with this Agreement; and
- k. Proof of good standing as a registered daycare provider in accordance with the *Child Care Act SNL 2014 Ch. C-11.01*.

xxix. Access Control

The City will provide access control for the Property, including the Daycare Center by providing access cards for authorized personnel. The YMCA is responsible for providing a list to the City of authorized personnel to whom the City should issue keycards and the YMCA is responsible for monitoring all individuals within the Daycare Center and to complete the required checks to ensure only authorized individuals are in the Daycare Center.

xxx. Health, Safety and Environmental Precautions

- (a) The YMCA covenants to operate the daycare center and to cause its employees, in compliance with all applicable Laws related to the protection of the environment, and the health and safety for all of those who attend the facility.
- (b) The YMCA acknowledges that:
 - (i) it will be the occupier of and employer at the Daycare Center,

- (ii) it has the authority and the obligation under this Agreement to assume the sole responsibility for creating and maintaining a safe and healthy workplace and retail space for all occupants of the Daycare Center, and
- (iii) as part of the provision of the services contemplated by this Agreement, the YMCA shall undertake all necessary and prudent actions in respect of health and safety at the Daycare Center, including but not limited to the following:
- (iv) take every precaution that is reasonable in the circumstances to operate and maintain the daycare and deliver the services contemplated by this Agreement in a manner that ensures the health and safety of persons in the daycare;
- (v) exercise the precautions and duties of an “occupier of lands or premises used as a workplace” and “employer”, as those terms are used in the *Occupational Health and Safety Act* (Newfoundland and Labrador) and the regulations;
- (vi) adopt internal policies and programs relative to workplace health and safety;
- (vii) comply with the *Occupational Health and Safety Act* (Newfoundland and Labrador) and the regulations; and
- (viii) immediately disclose to the relevant governmental authority and to the City the occurrence of an event whereby the YMCA failed to comply with *Occupational Health and Safety Act* (Newfoundland and Labrador) and the regulations.

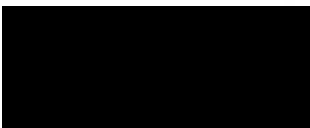
7. FORCE MAJEURE

- i. If prevented from or delayed in performing any of its obligations under this Agreement by an Event of Force Majeure, a Party shall promptly give notice in writing to the other Party identifying:
 - (a) the nature of the Event of Force Majeure;
 - (b) the specific obligations that it is prevented from or delayed in performing;
 - (c) an estimate of the Event of Force Majeure’s duration; and
 - (d) the efforts that have been or will be taken to minimize the effect and duration of the Event of Force Majeure.

- ii. Neither Party shall be liable for any failure to perform its obligations under this Agreement if and to the extent caused by an Event of Force Majeure.
- iii. A Party affected by an Event of Force Majeure shall use every reasonable effort to minimize the effect and duration of the Event of Force Majeure and shall in any event resume performance as soon as reasonably practicable.
- iv. The Parties acknowledge and agree that an event resulting from any effects of COVID-19, and any Laws specifically enacted, adopted or amended to protect the public from and reduce the transmission of COVID-19 (including shelter-in-place orders, factory closures, employee repatriation and other restrictions, guidelines, closings, cancellations and/or precautionary measures undertaken by any Authority), may still qualify as an Event of Force Majeure despite the fact that the COVID-19 pandemic began prior to the Effective Date, provided that:
 - (a) such event otherwise meets the requirements of an Event of Force Majeure set forth in this part; and
 - (b) the following acts, events, causes, conditions or circumstances shall not constitute an Event of Force Majeure:
 - (i) any Law requiring proof of vaccinations;
 - (ii) business closures imposed by any authority with respect to COVID-19 that were in effect on the Effective Date or that are no more restrictive, limiting or onerous than the closures that are in effect on the Effective Date;
 - (iii) travel restrictions imposed by any authority with respect to COVID-19 that were in effect on the Effective Date or that are no more restrictive, limiting or onerous than the restrictions that are in effect on the Effective Date; and
 - (iv) reduction in productivity or available personnel caused by any combination of the items set out in (i) through (iii) above.

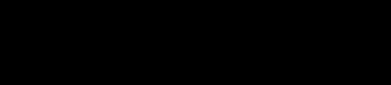
IN WITNESS WHEREOF the Parties have entered into and executed this Agreement and affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized as of the Effective Date.

YMCA

Per: 

Name: Chris Power

Title: Board Chair

Per: 

Name: Christine Young

Title: CEO

CITY OF CORNER BROOK

Per: _____

Name:

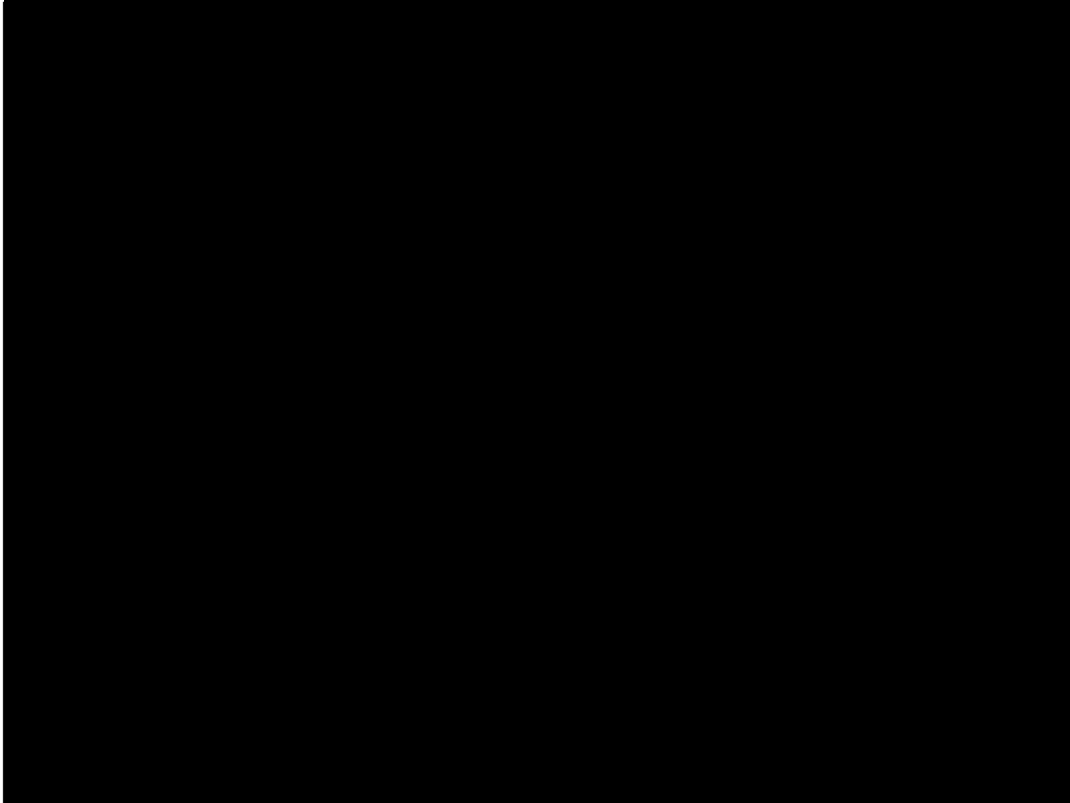
Title:

Per: _____

Name:

Title:

SCHEDULE A:





Request for Decision (RFD)

Subject: Corner Brook Municipal Plan No. 24-01 & Development Regulations Amendment No. 24-01

To: Christina Pye
Meeting: Regular Meeting - 27 May 2024
Department: Development and Planning
Staff Contact: Christina Pye,
Topic Overview: REVISED Resolution
Attachments: [Corner Brook - Development Regulations Amendment No. 24-01 - Section 16 - Adoption](#)
[Corner Brook - Municipal Plan Amendment No. 24-01 - Section 16 - Adoption](#)

BACKGROUND INFORMATION:

The purpose of this map amendment is to rezone city-owned [land on the north side of Corporal Pinksen Memorial Drive from 'Mosaic Residential \(MR\)' to 'Innovation District \(ID\)'](#).

This Council request is for adoption of Amendment No. 24-01. This amendment was adopted April 17, 2024, however, due to a publishing issue with the public hearing notice, the public hearing was required to be rescheduled as per URPA 2000. A revised resolution with the new public hearing date is proposed.

PROPOSED RESOLUTION:

Be it **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, June 20th, 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.

FINANCIAL IMPACT:

(2) newspaper publication (Saltwire)

GOVERNANCE IMPLICATIONS:

Legislation
Urban and Rural Planning Act
16, 17, 18, 19, and 21

RECOMMENDATION:

Staff recommend that the City Council of Corner Brook adopt the proposed amendments as outlined above.

ALTERNATIVE IMPLICATIONS:

- (1) The City Council of Corner Brook refuse to adopt the proposed amendments as outlined above; or
- (2) The City Council of Corner Brook postpone adoption of the proposed amendments, requesting additional information from staff.

The adoption of the proposed amendments would be an indication that Corner Brook City Council supports the proposal as presented, with the intent to hear any objections and representations of the public prior to rendering a final decision on the proposal. If Council is not supportive of the proposal as is, and would like staff to provide additional information and/or revise the proposed amendments, Council is advised to do so at this stage in the process.

	Approved - 23 May 2024
Director of Community, Engineering, Development & Planning	Approved - 23 May 2024
Administrative Assistant	Approved - 23 May 2024

City Manager



**CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT No. 24-01**

**REZONING OF VACANT CITY LANDS ON
CORPORAL PINKSEN MEMORIAL DRIVE**

April, 2024

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT
CORNER BROOK DEVELOPMENT REGULATIONS
AMENDMENT No. 24-01**

Under the authority of Section 16 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook adopts the Corner Brook Development Regulations Amendment No. 24-01.

Adopted by the City Council of Corner Brook on the ____ day of _____, 2024.

SIGNED AND SEALED this ____ day of _____, 2024.

Mayor: _____

Clerk: _____

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment No. 24-01 has been prepared in accordance with the requirements of the *Urban and Rural Planning Act*.

MCIP: 



(MCIP Seal)

CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT No. 24-01
REZONING OF VACANT CITY LANDS ON
CORPORAL PINKSEN MEMORIAL DRIVE

Background

The purpose of this map amendment is to rezone city-owned land on the north side of Corporal Pinksen Memorial Drive from ‘Mosaic Residential (MR)’ to ‘Innovation District (ID).’ This amendment coincides with a map amendment to the City’s Integrated Municipal Sustainability Plan (see ‘IMSP Amendment No. 24-01’).

This an administrative housekeeping amendment brought forward by administration for the purpose of future land disposition. Pre-zoning the Subject Property would allow for increased development options and streamline the development approval process once the land disposition process and transfer are finalized.

The Subject Property is 15 acres and is bound by vacant lands to the west and east, the former lands zoned ID and latter zoned ‘Open Space (OS).’ The developable portion is 12.3 acres. The new Western Long Term Care Home facility (zoned ‘Community Service (CS)’ is immediately east of and adjacent to the vacant lands zoned OS. The Subject Property thus represents an isolated area of vacant lands designated RES (zoned ‘Mosaic Residential (MR)’). Although the Subject Property is part of the broader MR zone, extending west into the established Sleepy Cove Subdivision neighbourhood, the Property is non-contiguous separated by Corporal Pinksen Memorial Drive.

The MR zone is a residential zone allowing a mix of residential uses and densities:

PERMITTED USE CLASSES - (see Regulation 127)

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

DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)

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

*(See condition no. 7)

The ID zone is a mixed-use zone allowing mainly institutional uses with select residential and commercial uses:

PERMITTED USE CLASSES – (see Regulation 127)

Educational, cultural and civic, general assembly, theatre, place of worship, day care centre, recreational open space, office, indoor assembly, outdoor assembly, police station, medical treatment and special care, medical and professional, personal service, general service, catering*, shop (as an accessory use)**, convenience store (as an accessory use), recreational open space, conservation.

*(See condition no. 8) **(See condition no.11)

DISCRETIONARY USE CLASSES – (see Regulations 26 and 128)

Passenger assembly, club and lodge, communications, collective residential, taxi stand, convenience store, antenna, funeral home, amusement, veterinary, apartment building, commercial residential, take-out food service, shop**, light industry, service station*.

*(See condition no. 9) ** (See condition no.11)

The Subject Property is fully serviced (water and wastewater) and within the Municipal Services Area (MSA).

The supporting plan policy for this amendment is located in the corresponding ‘IMSP Amendment No. 2024-01.’

Public Consultation

The proposed amendment was advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation was posted on the City’s IMSP / Development Regulation Amendments web page, in the West Coast Wire on February 21st, 2024, and The City Facebook Page advising of Council’s intent to pursue the proposed amendment. The notices requested written comments from the public that may support or oppose the amendment. The same was posted in the lobby at City Hall. The Public Consultation received no written comments or objections.

Development Regulations Amendment No. 24-01

The Corner Brook Development Regulations is hereby amended by rezoning city-owned land on the north side of Corporal Pinksen Memorial Drive from ‘Mosaic Residential (MR)’ to ‘Innovation District (ID)’ as per attached ‘Proposed Land Use Zoning Map C-2 Amendment No. 24-01.’

REGISTRATION APPROVAL

LEGEND

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

CITY OF CORNER BROOK

PROJECT TITLE:

DEVELOPMENT REGULATIONS 2012

DRAWING TITLE:

**PROPOSED LAND USE
ZONING MAP C-2
(AMENDMENT No. 24-01)**

<p>City of Corner Brook Community Services Department Planning Division</p>	<p style="text-align: center;">DATE: MARCH 2024</p> <hr/> <p style="text-align: center;">SCALE: 1:5000</p>
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DESCRIPTION

LAND USE ZONING TO CHANGE FROM MOSAIC RESIDENTIAL TO INNOVATION DISTRICT

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

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I hereby certify that this City of Corner Brook Development Regulations 2012, Map C-2 has been prepared in accordance with the requirements of the Urban and Rural Planning Act.

M.C.I.P. [REDACTED]

DATE March 13, 2024

(M.C.I.P. SEAL)

SEAL AND SIGNATURE

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

MAYOR _____

CLERK _____ (COUNCIL SEAL)

DATE _____



CITY OF CORNER BROOK

MUNICIPAL PLAN AMENDMENT No. 24-01

**RE-DESIGNATION OF VACANT CITY LANDS ON
CORPORAL PINKSEN MEMORIAL DRIVE**

April, 2024

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT
CORNER BROOK INTEGRATED MUNICIPAL SUSTAINABILITY PLAN
AMENDMENT No. 24-01**

Under the authority of Section 16 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook adopts the Corner Brook Municipal Plan Amendment No. 24-01.

Adopted by the City Council of Corner Brook on the ____ day of _____, 2024.

SIGNED AND SEALED this ____ day of _____, 2024.

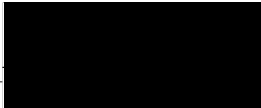
Mayor: _____

Clerk: _____

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Municipal Plan Amendment No. 24-01 has been prepared in accordance with the requirements of the *Urban and Rural Planning Act*.

MCIP: 



(MCIP Seal)

CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT No. 24-01
RE-DESIGNATION OF VACANT CITY LANDS ON
CORPORAL PINKSEN MEMORIAL DRIVE

Background

The purpose of this map amendment is to re-designate city-owned land on the north side of Corporal Pinksen Memorial Drive from 'Residential (RES)' to 'Innovation District (ID).' This amendment coincides with a map amendment to the City's Development Regulations (see 'Development Regulations Amendment No. 24-01').

This an administrative housekeeping amendment brought forward by administration for the purpose of future land disposition. Pre-zoning the Subject Property would allow for increased development options and streamline the development approval process once the land disposition process and transfer are finalized.

The Subject Property is 15 acres and is bound by vacant lands to the west and east, the former lands zoned ID and latter zoned 'Open Space (OS).' The developable portion is 12.3 acres. The new Western Long Term Care Home facility (zoned 'Community Service (CS)') is immediately east of and adjacent to the vacant lands zoned OS. The Subject Property thus represents an isolated area of vacant lands designated RES (zoned 'Mosaic Residential (MR)'). Although the Subject Property is part of the broader MR zone, extending west into the established Sleepy Cove Subdivision neighbourhood, the Property is non-contiguous separated by Corporal Pinksen Memorial Drive.

The MR zone is a residential zone allowing a mix of residential uses and densities:

PERMITTED USE CLASSES - (see Regulation 127)

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

DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)

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

*(See condition no. 7)

The ID zone is a mixed-use zone allowing mainly institutional uses with select residential and commercial uses:

PERMITTED USE CLASSES – (see Regulation 127)

Educational, cultural and civic, general assembly, theatre, place of worship, day care centre, recreational

open space, office, indoor assembly, outdoor assembly, police station, medical treatment and special care, medical and professional, personal service, general service, catering*, shop (as an accessory use)**, convenience store (as an accessory use), recreational open space, conservation.

*(See condition no. 8) **(See condition no.11)

DISCRETIONARY USE CLASSES – (see Regulations 26 and 128)

Passenger assembly, club and lodge, communications, collective residential, taxi stand, convenience store, antenna, funeral home, amusement, veterinary, apartment building, commercial residential, take-out food service, shop**, light industry, service station*.

*(See condition no. 9) ** (See condition no.11)

The Subject Property is fully serviced (water and wastewater) and within the Municipal Services Area (MSA).

Plan Policy Framework

Subsection 2.4.3 contains the broad servicing and infrastructure goals of the city. Goal II outlines the importance of steering growth to fully serviced areas of the city:

II. Ensure that development will be staged in a manner that makes full and best use of existing water, stormwater, sewer and emergency services to enhance the affordability and efficiency of infrastructure.

Subsection 3.3 contains the policy framework for Growth Planning. This subsection stresses the importance of focusing future urban developments within the Municipal Services Area (MSA) where significant investments have been made.

Subsection 5.8.1 of the Plan describes the ‘Innovation District’:

A cluster of land uses located around Mt. Bernard Avenue / O’Connell Drive are forming a focal area for innovation, with education, culture, recreation, health care and civic uses. Uses in the area include the Pepsi Centre, the College of the North Atlantic, Academy Canada, Corner Brook Regional High School, Grenfell Campus – Memorial University of Newfoundland, the Corner Brook Arts and Culture Centre, Margaret Bowater Park and the Corner Brook Stream Trail, offices of the Provincial Government of Newfoundland and Labrador and the Corner Brook Long Term Care Home. This clustering of uses creates an opportunity to build on the synergies already created between existing uses, and maximize the potential of the significant public investment already in place. The talent and research coming out of the area’s post-secondary institutions are potential magnets for new innovative businesses looking to locate in Western Newfoundland.

Subsection 5.8.3 of the Plan contains the policy framework for the ID designation. The intent of this designation is to enhance the area as a local and regional hub for education and innovation

(01) and to promote development synergies in the areas of healthcare and professional services (02).

Given the surrounding zoning, development to date, intent of the ID designation, and existing servicing investment in area, the proposed re-designation and rezoning is appropriate. Future development under the new ID zone would support the broader intent of the ID designation and zone with the aim of facilitating a mix of compatible uses, particularly with respect to healthcare and professional service uses.

Public Consultation

The proposed amendment was advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation was posted on the City's IMSP / Development Regulation Amendments web page, in the West Coast Wire on February 21st, 2024, and The City Facebook Page advising of Council's intent to pursue the proposed amendment. The notices requested written comments from the public that may support or oppose the amendment. The same was posted in the lobby at City Hall. The Public Consultation received no written comments or objections

Municipal Plan Amendment No. 24-01

The Corner Brook Integrated Municipal Sustainability Plan is hereby amended by re-designating city-owned land on the north side of Corporal Pinksen Memorial Drive from 'Residential (RES)' to 'Innovation District (ID)' as per attached 'Generalized Future Land Use Map A – Amendment No. 24-01.'

REGISTRATION APPROVAL

LEGEND

DESIGNATION BOUNDARY
 CHANGE FROM RES TO ID

Land Use Designations	Land Use Designation	Land Use Designation
Residential RES	Large Scale Commercial LSC	Cemetery C
Comprehensive Residential Development Area CRDA	Waterfront Mixed Use WMU	Environmental Protection EP
Townsite Heritage Conservation District THCD	General Industrial GI	Environmental Conservation EC
Downtown DT	Light Industrial LI	Protected Water Supply Area PWSA
General Commercial GC	Hazardous Industrial HI	Rural R
Residential/Commercial Mix RCM	Community Service CS	Solid Waste/Scrap Yard SW/SY
Highway and Tourist Commercial HTC	Innovation District ID	Mineral Working MW
Shopping Centre SC	Open Space OS	Special Management Area SMA

CITY OF CORNER BROOK

PROJECT TITLE:
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:
GENERALIZED FUTURE LAND USE MAP A
AMENDMENT NO. 24-01

<p>City of Corner Brook Community Services Department Planning Division</p>	<p>DATE: MARCH 2024</p> <p>SCALE: 1:5000</p>	
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DESCRIPTION

LAND USE DESIGNATION TO CHANGE FROM RESIDENTIAL TO INNOVATION DISTRICT

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

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

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

M.C.I.P. [REDACTED]

DATE March 13, 2024

(M.C.I.P. SEAL)

SEAL AND SIGNATURE

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

MAYOR _____

CLERK _____

DATE _____

(COUNCIL SEAL)



Request for Decision (RFD)

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

To: Deon Rumbolt
Meeting: Regular Meeting - 27 May 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Proposed Street Closure
Attachments: [Figure 1 - Safe Access Drawing](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to close a portion of Todd Street along the Hew & Draw Hotel as shown on the attached drawing (please see Figure 1 - Safe Access Drawing). The purpose of this street closure is to accommodate a summer event tent (tent and fenced area) from the period of July 1, 2024 to September 30, 2024. This road closure and event tent was in place for the 2023 season with few issues. The event tent and fencing will remain in place throughout this period and will be removed at the end of the season. If approved, it will be required that the applicant follow the attached Safe Access Drawing which includes entry points and the installation of required safety signage at their cost.

PROPOSED RESOLUTION:

It is RESOLVED to approve the application to close a portion of Todd Street (Along the Hew & Draw Hotel) for the purpose of accommodating a summer event tent from the period of July 1, 2024 to September 30, 2024.

GOVERNANCE IMPLICATIONS:

Legislation
 City of Corner Brook Act
 191

RECOMMENDATION:

Staff recommends Option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to close a portion of Todd Street (Along the Hew & Draw Hotel) for the purpose of accommodating a summer event tent from the period of July 1, 2024 to September 30, 2024.
2. That Council not approve the application to close a portion of Todd Street (Along the Hew & Draw Hotel) for the purpose of accommodating a summer event tent from the period of July 1, 2024 to September 30, 2024.
3. That the Council of the City of Corner Brook provides other direction to staff.

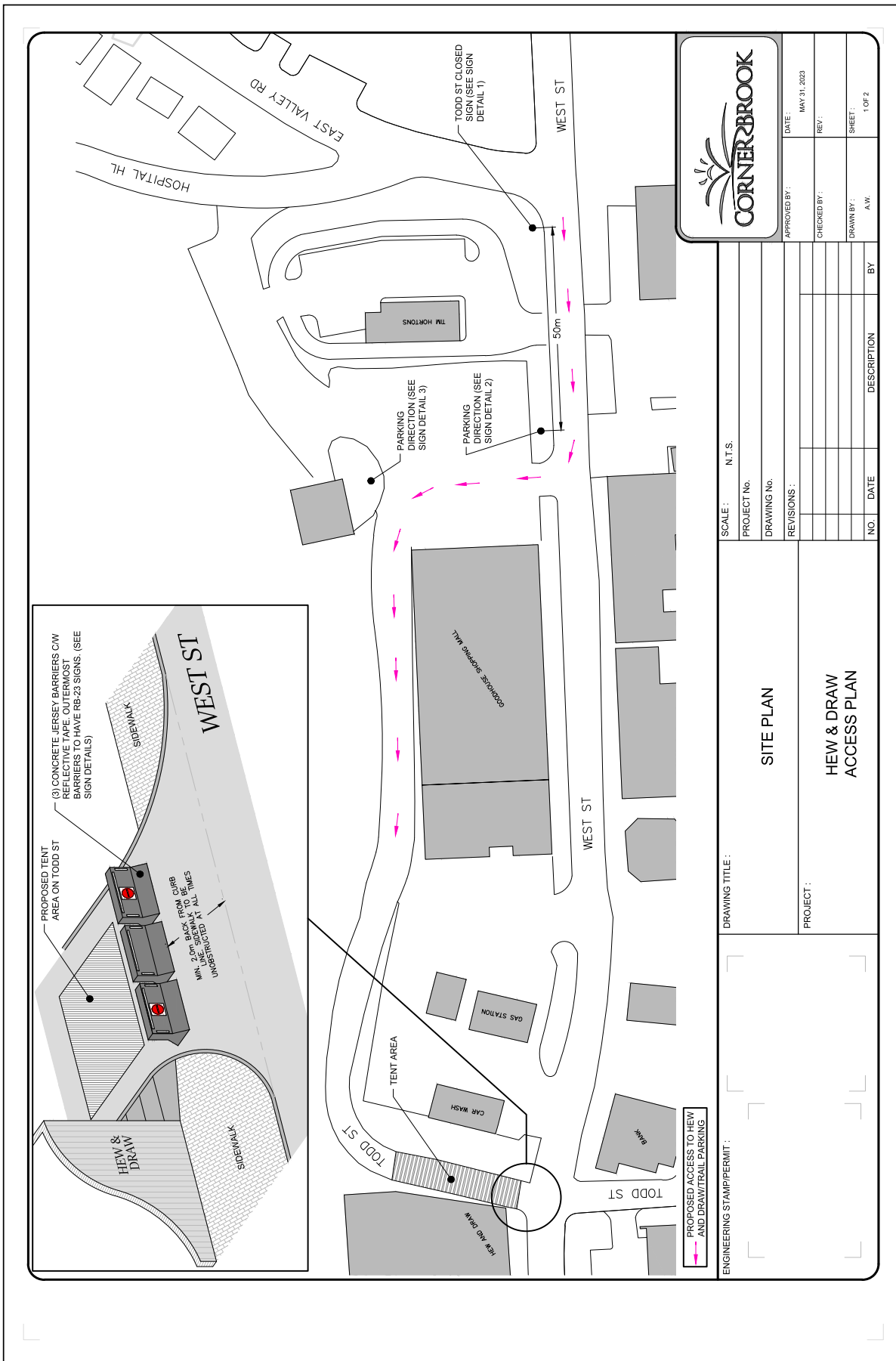
Director of Community, Engineering,
Development & Planning
Administrative Assistant

Approved - 14 May 2024

Approved - 15 May 2024

Approved - 15 May 2024

City Manager



APPROVED BY:	DATE:
CHECKED BY:	REV:
DRAWN BY:	SHEET:
A.W.	1 OF 2

NO.	DATE	DESCRIPTION	BY

SCALE :	N.T.S.
PROJECT No.	
DRAWING No.	
REVISIONS :	

DRAWING TITLE :	SITE PLAN
PROJECT :	HEW & DRAW ACCESS PLAN

<ul style="list-style-type: none"> • SIZE OF SIGN TBD • TEXT HEIGHT TO BE 75mm • COLORS TO BE BLACK TEXT ON ORANGE BACKING • SIGNS TO BE RETROREFLECTIVE <div style="text-align: center; border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>TODD ST CLOSED</p> </div> <div style="text-align: right; margin-right: 20px;"> <p><u>SIGN DETAIL 1</u></p> </div>	<ul style="list-style-type: none"> • SIZE OF SIGN TBD • TEXT HEIGHT TO BE 75mm • COLORS TO BE BLACK TEXT ON SILVER BACKING • SIGNS TO BE RETROREFLECTIVE <div style="text-align: center; border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>HEW & DRAW HOTEL PARKING </p> </div> <div style="text-align: center; border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>TRAIL PARKING </p> </div> <div style="text-align: right; margin-right: 20px;"> <p><u>SIGN DETAIL 2</u></p> </div>	<ul style="list-style-type: none"> • SIZE OF SIGN TBD • TEXT HEIGHT TO BE 75mm • COLORS TO BE BLACK TEXT ON SILVER BACKING • SIGNS TO BE RETROREFLECTIVE <div style="text-align: center; border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>HEW & DRAW HOTEL PARKING </p> </div> <div style="text-align: center; border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>TRAIL PARKING </p> </div> <div style="text-align: right; margin-right: 20px;"> <p><u>SIGN DETAIL 3</u></p> </div>	<div style="text-align: center; border: 1px solid black; padding: 10px; margin: 10px 0;"> </div> <div style="text-align: center; margin-top: 10px;"> <p>RB-23</p> <p>Entry Prohibited Sign</p> </div> <div style="text-align: right; margin-right: 20px;"> <p><u>SIGN DETAIL 4</u></p> </div>
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ENGINEERING STAMPER/PERMIT: []

DRAWING TITLE:	SIGN LEGEND		
PROJECT:	HEW & DRAW ACCESS PLAN		
SCALE:	N.T.S.		
PROJECT No.:			
DRAWING No.:			
REVISIONS:			
APPROVED BY:		DATE:	MAY 31, 2023
CHECKED BY:		REV:	
DRAWN BY:	A.W.	SHEET:	2 OF 2
		NO.	DATE
		DESCRIPTION	BY



Request for Decision (RFD)

Subject: Corner Brook Pulp & Paper Ltd. - Wood Harvesting in the Watershed Area

To: Deon Rumbolt
Meeting: Regular Meeting - 27 May 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Corner Brook Pulp & Paper Ltd. Wood Harvesting
Attachments: [Application CBPPL](#)
[Map - CBPPL Wood Harvesting](#)
[Watershed Application Memo MAY 23](#)

BACKGROUND INFORMATION:

The City of Corner Brook's Planning and Development Department received an application from Corner Brook Pulp and Paper Limited (CBPPL) to harvest approximately 330 Hectares of forest and construct approximately 2.75 kms of forest access roadway in the vicinity of Corner Brook Lake in the Protected Water Supply Area Zone. A forestry classification of use is a "Discretionary Use" of the City of Corner Brook Development Regulations for this Zone. A Public Notice was placed in the local newspaper as well as online and through social media. As a result of this notice, the City received one hundred and fourteen (114) pieces of correspondence, This correspondence included mostly emails but did also have some written letters. The main areas of concern were:

1. Possible contamination of the water supply – Possible fuel leaks from equipment in the area finding their way to the water bodies
2. Increased risks of erosion
3. Disruption of the ecosystem balance – Habitat loss, impacts on caribou, fish etc., and introduction of pathogenic microbes from adjacent land
4. Introduction of organics and inorganics into the water course eventually finding their way to the water supply. This could possibly affect the water treatment plant, creating issues.
5. Impacts to natural filtering capabilities of the area

It was also noted a couple times that the watershed management plan was created in 2009 and things have changed globally in regard to climate. What may have been an acceptable risk back then may not be true today and the plan should be re-evaluated as flood events are more likely now.

CBPPL's harvesting request has been discussed with the City's Watershed Management Committee on February 16th, February 28th, and April 23rd, 2024. Throughout each meeting, the committee compiled a list of items that required further investigation. City Staff have investigated items and concerns outlined by the Committee and the Committee did recommend approval of this application subject to a number of conditions contained in the attached memo from the City's Manager of Development & Planning.

As a result of all the information contained within the submitted application and supporting documentation, the results to the Public Notice and the input from the Watershed Management Committee, the Development & Planning Dept. is recommending approval of the application submitted by Corner Brook Pulp & Paper Ltd. to harvest approximately 330 Hectares of forest and construct approximately 2.75 kms of forest access roadway in the vicinity of Corner Brook Lake.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application from Corner Brook Pulp and Paper Limited (CBPPL) to harvest approximately 330 Hectares of forest and construct approximately 2.75 kms of forest access roadway in the vicinity of Corner Brook Lake as per staff and Watershed Management Committee recommendations attached.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
City of Corner Brook Development Regulations
11

ENVIRONMENTAL IMPLICATIONS:

Please see attached Memo.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate the application from Corner Brook Pulp and Paper Limited (CBPPL) to harvest approximately 330 Hectares of forest and construct approximately 2.75 kms of forest access roadway in the vicinity of Corner Brook Lake.
2. That Council not approve the application from Corner Brook Pulp and Paper Limited (CBPPL) to harvest approximately 330 Hectares of forest and construct approximately 2.75 kms of forest access roadway in the vicinity of Corner Brook Lake.
3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 23 May 2024
Director of Community, Engineering, Development & Planning	Approved - 23 May 2024
Administrative Assistant	Approved - 23 May 2024

City Manager

From: ONLINE PERMIT SUBMISSION <website@cornerbrook.com>
Sent: February 9, 2024 9:26 AM
To: Barker, Shelley
Subject: Online Permit Submission

Date

02/09/2024

Owner Name

Corner Brook Pulp and Paper Limited [REDACTED]

Phone Number

[REDACTED]

Email

[REDACTED]

Owner / Applicant Address

1 Mill Road
 Po Box 2001
 Corner Brook, Newfoundland and Labrador A2H 6J4
 Canada
[Map It](#)

Property Address

Lady Slipper Road - 12 Mile Dam
 Corner Brook, Newfoundland and Labrador A2H 6J4
 Canada
[Map It](#)

Builder Address

Newfoundland and Labrador
 Canada
[Map It](#)

Construction Type (Please check appropriate box)

- OTHER

Development Type (Please check appropriate box)

- OTHER

Description of Work

Proposed timber harvest and road construction is part of CBPPL's approved 5YP. It involves mechanical timber harvesting using purpose built forestry equipment and excavators to construct road. The area of the project is 107.71ha, which has a predicted volume of 9,627m³. The length of the road is 2.75kms. There will be 2 stream crossings. CBPPL holds a blanket permit with Water Resources and Department of Fisheries and Oceans. CBPPL operates within the the Provincial Environmental Protection Guidelines in PWSA's. All fuel will be transported in approved containers and stored outside of the PWSA.

Estimated Construction Value (MATERIALS & LABOUR)

\$ 0.00 CAD

DECLARATION

I agree to terms in the declaration

DECLARATION:

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

NOTE:

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

Upload an attachment

- [K 15 69 12Mile Dam 2024 PWSA Map.pdf](#)

Consent

I agree to the privacy policy stated below.

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

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

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

King, James

From: [Redacted]
Sent: Thursday, March 7, 2024 10:50 AM
To: Rye, Christina
Cc: King, James; [Redacted]; Rumbolt, Dean
Subject: RE: CBPPL - Cutting off Ladyslipper - Rural Zone

Good morning, Christina.

Outside of the PPWSA as per your map below

Total Land to be harvested = 45ha

There will be no Road construction needed to access this. It will be hauled to Lady Slipper Road.

Within the PPWSA the Total Area = 337 ha proposed

Upgraded road = 5 km (removal of alders and culverts replaced if needed)

New road or winter road = 2.75 km

Thank you for your help, its greatly appreciated. If you have any other questions or need any other files, please contact us.

[Redacted]

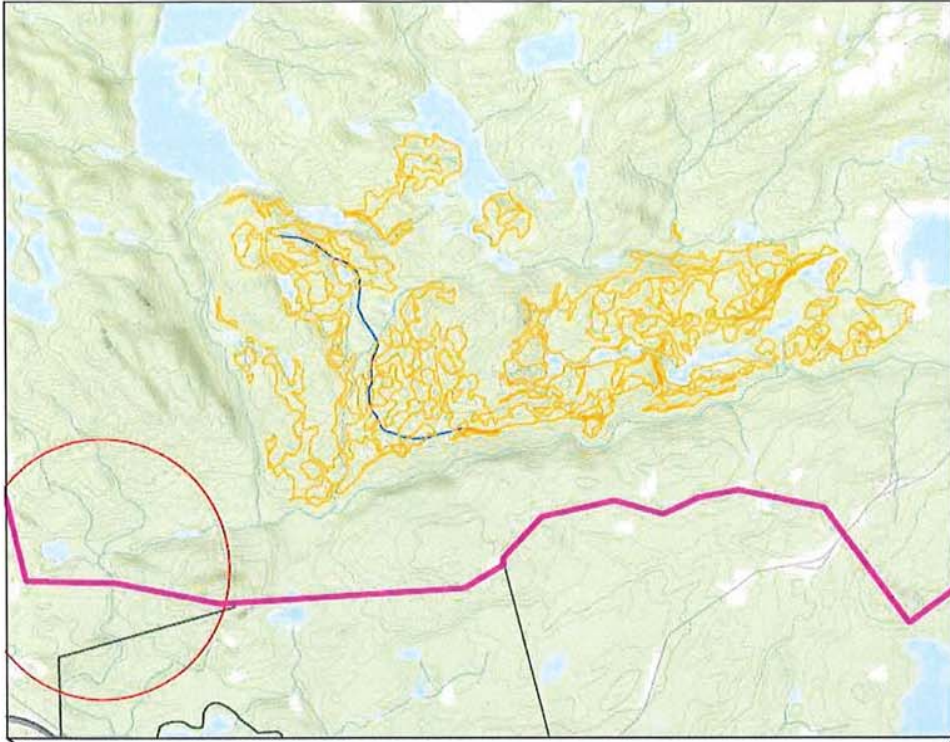
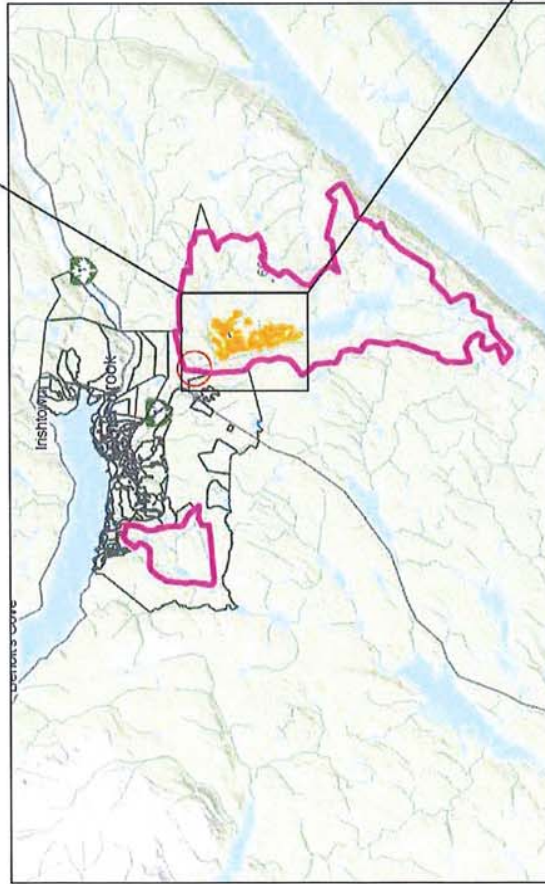


Proposed Harvestable Areas in the Corner Brook Protected Water Supply Area

-  1 Km Water Intake Buffer
-  Proposed Road
-  PWSA Harvestables March
-  Protected Water Supply Area
-  Other Development Zones



Projection: NAD83 MTM 3
March 7, 2024



Scale: 1:40,000

Scale: 1:300,000

 <p>City of Corner Brook Community Services Department Planning Division</p> <p>5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-537-1656 city.hall@cornerbrook.com</p>	<p>PROJECT: Corner Brook Pulp & Paper Ltd.</p>	<p>NOTES:</p>
	<p>TITLE:</p> <p>THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.</p>	<p>LOCATION: Vicinity of Corner Brook Lake</p> <p>PREPARED BY: J. King</p> <p>DEPARTMENT: Development & Planning</p> <p>DATE: 2024-05-22</p> <p>PAGE: 1 OF 1</p> <p>VERSION: 1</p>

interoffice

MEMORANDUM

To: DIRECTOR OF COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING
From: MANAGER OF DEVELOPMENT AND PLANNING
Subject: WATERSHED MANAGEMENT COMMITTEE
Date: MAY 10, 2024

Application

The City of Corner Brook's Planning and Development Department received an application from Corner Brook Pulp and Paper Limited (CBPPL) to harvest approximately 330 Hectares of forest and construct approximately 2.75 kms of forest access roadway.

Watershed Management Committee

CBPPL's harvesting request has been discussed with the City's Watershed Management Committee on February 16th, February 28th, and April 23rd, 2024. Throughout each meeting the committee compiled a list of items that required further investigation. City Staff have investigated items and concerns outlined by the Committee and now feel the Committee is equipped to make a recommendation to Council with respect to the application.

Considerations

The City of Corner Brook staff as well as the Watershed Management Committee have investigated numerous concerns and hazards with respect to the application. These include concerns raised by the public and submitted to the city during the consultation period.

These concerns include the following:

1. Contamination of the water supply from toxins or petrochemicals
2. Increased risks of erosion and siltation that could affect water quality
3. Introduction of organics and inorganics into the water courses that could affect water quality
4. Disruption of natural water filtering capabilities of the area
5. Disruption of the ecosystem, including habitat loss for flora and fauna

When considering these issues, the Committee drew a great deal of information from the Corner Brook Sustainable Watershed Management Plan (2009). This plan was developed to assess risks to the Corner Brook watershed area and provide guidance on development activities in the area, with special consideration of forestry operations. The plan's stated top priority is "to protect the source water quality in the Corner Brook watershed."

It is clear that the plan always assumed forestry activities would continue to occur in the watershed area.

Within the Corner Brook water supply areas, the forests have been managed for their timber resources for many years (since the early 1920's). Historically, Corner Brook Pulp and Paper Limited (CBPPL) have harvested timber within the watershed boundaries to supply its pulp mill in Corner Brook. The planning process within the water supply areas is the same as that which would occur in the provincial legislation, unless there are any critical issues arisen by external parties.

The entire Corner Brook Lake watershed is included in long term forest management plans prepared by CBPPL. Harvesting began within this watershed in the early 1920's, north of Corner Brook Lake, and the areas adjacent to Corner Brook Lake and Copper Lakes has since been harvested and regenerated. Many of the stands within the Corner Brook Lake watershed have been harvested twice. Logging within the Corner Brook Lake watershed will continue into the future, but no major logging activities are planned within the watershed boundary in the next 5 years.

As such, it outlines specific conditions for forestry operations and divides the area into different zones based on the nature of the terrain and sensitivity regarding water quality impact risk.

According to the Plan, all development is prohibited in Zone 1, which includes the following buffer zones:

- within 1km of any intake
- within 150m for a distance of one km upstream and 100 m downstream of an intake
- within 75m of a main river channel
- within 50m of major tributaries, lakes or ponds
- within 30m of all other water bodies

Also, it is recommended in the Plan to restrict forestry activities in Zone 2 (i.e., slopes greater than 20%) in the following manner:

- Harvesting on slopes only up to 35%
- Winter or mid-summer harvesting and road construction operations;
- Cut-to-length harvesting practices;
- Use of 8-wheel forwarding equipment.

The consequences of not allowing controlled management of the forest in this area were also considered. As the forest in the area is mature, it is at an elevated risk for extensive

damage caused by pests like the spruce budworm and from forest fire. Uncontrolled events like these may have a negative impact on the water supply, affecting sedimentation, destruction of natural buffers, additional nutrients being added to the water bodies, etc.

Watershed Management Committee Recommendation

The Watershed Management Committee recommends approval of the application, subject to the restrictions described above from the Watershed Management Plan.

The Committee recognizes concerns regarding changes in climate since the 2009 report and therefore recommends the following additional conditions for approval:

- CBPPL submit a yearly winter harvesting plan to City staff
- CBPPL submit a harvesting summary at the end of each harvesting season, outlining digitally what has been harvested in comparison to the proposed harvestable area.
- CBBPL notify the City of Corner Brook's Water Treatment Plant immediately prior to each harvesting season to ensure that the treatment plant can monitor any potential changes to raw water quality.
- CBPPL engage a third-party environmental consultant to conduct periodic collection and analysis of water samples at upstream (frequency and locations to be determined).
- CBPPL hold pre-harvest training of contractors prior to entry into the watershed. Training shall emphasize the sensitivity of the area and the requirements of the CBPPL Standard Operating Procedures particularly regarding harvesting and stream crossing construction.
- City of Corner Brook staff conduct periodic inspections of the harvesting areas to ensure development is occurring as planned.
- CBPPL shall report all issues with respect to spills, erosion damage, etc. to the City of Corner Brook immediately.
- CBPPL will monitor natural forest regeneration (i.e. no replanting) keeping in line with industry standard practice.

Water and Wastewater Division/Water Treatment Staff Recommendation

The City of Corner Brook's Water and Wastewater Division were consulted and have provided the following recommendations.

- All waterbody buffers increased from 75m to 150m
- Eastern Lake and Corner Brook Lake buffers increased from 150m to 500m
- Baseline Water quality testing as per provincial standard as outlined with the Development Permit. These standards have been identified by the Provincial Water Resources division outlining key testing parameters. The City of Corner Brook will also request data on the Total Suspended Solids which is not part of the standard testing.

- Ongoing third party testing in 3 locations after all major rainfall events of 25mm or greater over a 24hr period:
 - Water Treatment Plant Intake
 - Eastern lake tributary where it meets Corner Brook Stream
 - Testing at a point below each harvesting area. As the harvestable area changes/progresses a new testing point shall be identified to the Satisfaction of the City of Corner Brook.
- Further Third Party testing may also be requested at the discretion of the City of Corner Brook if warranted.
- Emergency contact information clearly outlined by the applicant to ensure a contact person is available to respond to emergency events.

The City shall pause forestry operations immediately if water quality is affected in any way and shall reserve the right to revoke CBPPL's permit if any of these conditions are not met or if ongoing harvesting cannot occur without affecting water quality.

Staff Recommendation

Staff recommends approval of this application, subject to the conditions outlined by the Watershed Management Committee above.



Request for Decision (RFD)

Subject: Discretionary Use - Home Based Business - 35 Coronation Street

To: Deon Rumbolt
Meeting: Regular Meeting - 27 May 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Discretionary Use - 35 Coronation Street
Attachments: [Memo - Home Based Business Office - 35 Coronation Street](#)
[Figure 1 - 35 Coronation Street.png](#)
[Application - 35 Coronation Street](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based business (waxing depilation) from the property located at 35 Coronation Street which is located in a Residential Medium Density Zone. The nature of the proposed business will only have one client at a time and it is not anticipated to have a large volume of traffic at this location. A home based business is a "Discretionary Use" of the City of Corner Brook Development Regulations for the zone in which the dwelling is located. A notice to occupants was delivered to residents in the immediate vicinity of the subject property and as a result, no submissions were received. A site visit by City staff confirmed that this property has two (2) parking spaces which meet the parking requirements for both the single dwelling and the proposed home based business.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business from the dwelling located at 35 Coronation Street in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business from the dwelling located at 35 Coronation Street in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business from the dwelling located at 35 Coronation Street in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 23 May 2024
Director of Community, Engineering, Development & Planning	Approved - 24 May 2024
Administrative Assistant	Approved - 24 May 2024

City Manager

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **35 Coronation Street – Home Based Business**
Date: May 23, 2024

The City of Corner Brook has received an application to operate a home based business (waxing) from the dwelling located at 35 Coronation Street which is located in a Residential Medium Density Zone.

A home based business is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 35 Coronation Street indicating the above mentioned request. As a result of this notice, no submissions were received.

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

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

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

Signed: _____
James King, CET, CPT



<p>City of Corner Brook Community Services Department Planning Division</p> <p>5 Park St. Corner Brook, N.L. (PO Box 1080) Corner Brook, N.L., Canada, A2H 6E1 709-537-6866 city.hall@cornerbrook.com</p>		<p>PROJECT: Discretionary Use Home Based Business</p> <p>TITLE:</p> <p>THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.</p>	<p>NOTES:</p>
<p>LOCATION: 35 Coronation Street</p> <p>PREPARED BY: J. King</p> <p>DEPARTMENT: Development & Planning</p> <p>DATE: 2024-05-23</p> <p>PAGE: 1 OF 1</p> <p>VERSION: 1</p>			

CITY OF CORNER BROOK

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

RESERVED FOR OFFICE USE	
PROPERTY ID <u>S87111050</u>	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]	DATE: <u>April 23/24</u>
ADDRESS: <u>35 CORONATION ST.</u>	EMAIL: [REDACTED]
CITY: <u>CORNER BROOK</u>	PROVINCE: <u>NL</u>
POSTAL CODE: <u>A2H 4M5</u>	TELEPHONE: [REDACTED]
PROPERTY LOCATION:	
BUILDER:	
ADDRESS: <u>35 CORONATION ST.</u>	
CITY: <u>CORNER BROOK</u>	PROVINCE: <u>NL</u>
POSTAL CODE: <u>A2H 4M5</u>	TELEPHONE: [REDACTED]

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

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

DESCRIPTION OF WORK: <u>WAXING DEPILATION</u>
ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ <u>2,000</u>

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

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



Request for Decision (RFD)

Subject: Discretionary Use - Home Child Care - 14 North Street

To: Deon Rumbolt
Meeting: Regular Meeting - 27 May 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Discretionary Use - 14 North Street
Attachments: [Memo - Home Based Child Care - 14 North Street](#)
[Figure 1 - 14 North Street.png](#)
[Application - 14 North Street](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based child care from the property located at 14 North Street which is located in the Townsite Residential Zone. A notice to occupants was delivered to residents in the immediate vicinity of the subject property and as a result, one submission of support was received. A site visit by City staff confirmed that this property has two (2) parking spaces which meet the parking requirements for both the single dwelling and the proposed home based business.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based child care from the dwelling located at 14 North Street in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Legislation
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based child care from the dwelling located at 14 North Street in accordance with Regulation 11 - Discretionary Powers of Authority.

- 2. That Council not approve the application to operate a home based child care from the dwelling located at 14 North Street in accordance with Regulation 11 - Discretionary Powers of Authority.
- 3. That the Council of the City of Corner Brook provides other direction to staff.

Director of Community, Engineering, Development & Planning	Approved - 23 May 2024
Administrative Assistant	Approved - 24 May 2024
	Approved - 24 May 2024

City Manager

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **14 North Street – Home Based Child Care**
Date: May 23, 2024

The City of Corner Brook has received an application to operate a home based child care from the dwelling located at 14 North Street which is located in a Residential Medium Density Zone.

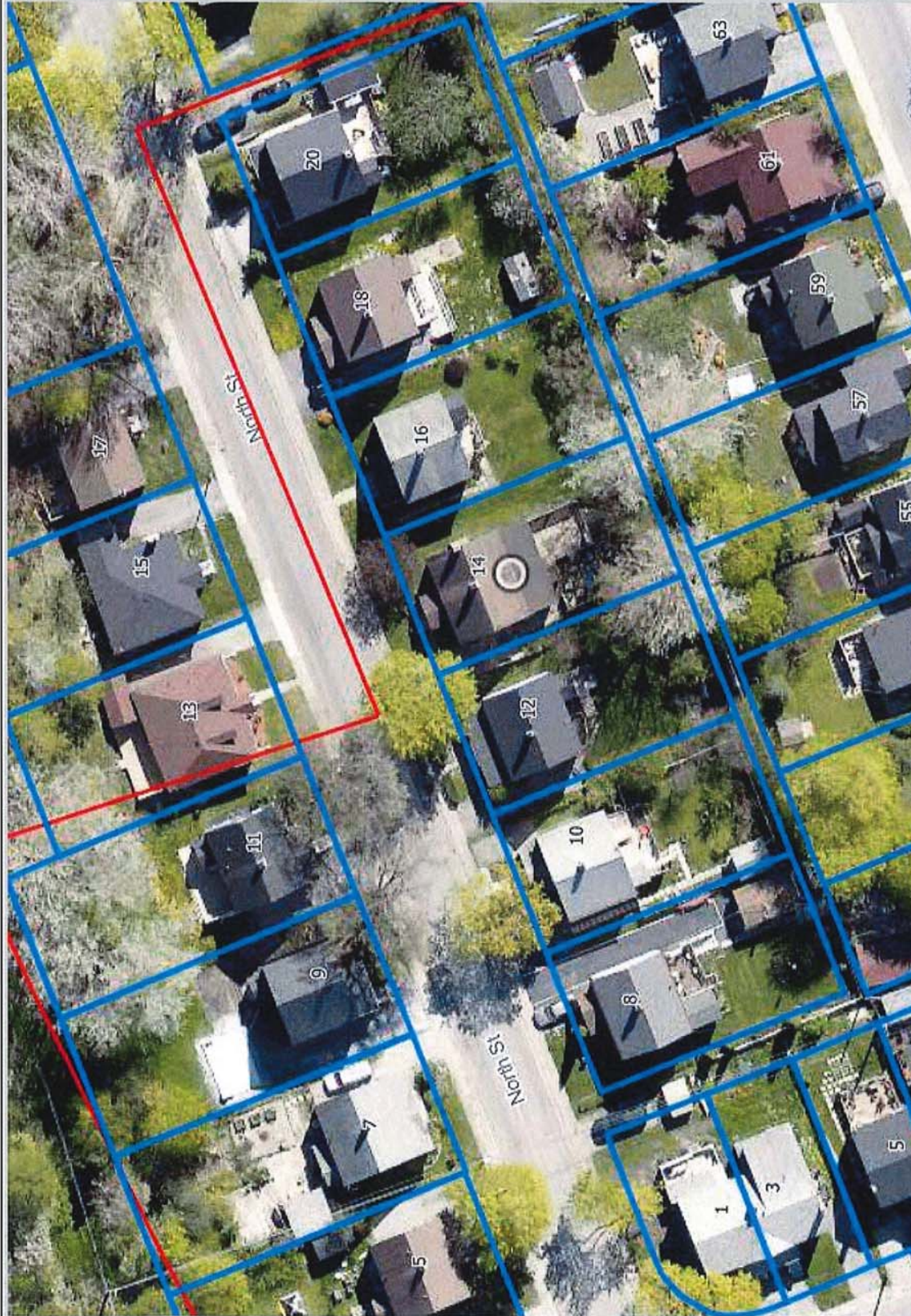
A home based child care is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 14 North Street indicating the above mentioned request. As a result of this notice, one submission of support was received.


A site inspection by City staff has revealed that while space is limited, there is sufficient parking at this location for the existing single dwelling use and the proposed home based child care. It is imperative that the vehicles dropping off children at this location utilize the driveway to ensure their safety.

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

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

Signed: _____
James King, CET, CPT



 <p>City of Corner Brook Community Services Department Planning Division</p> <p>5 Park St. Corner Brook, N.L. (PO Box 1080) Corner Brook, N.L., Canada, A2H 5E1 709-537-1666 city_hall@cornerbrook.com</p>	<p>PROJECT: Discretionary Use Home Based Child Care</p> <p>TITLE:</p> <p>THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.</p>	<p>NOTES:</p>
	<p>LOCATION: 15 North Street</p> <p>PREPARED BY: J. King</p> <p>DEPARTMENT: Development & Planning</p> <p>DATE: 2024-05-22</p> <p>PAGE: 1 OF 1</p> <p>VERSION: 1</p>	

CITY OF CORNER BROOK

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

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]	DATE: April 29, 2024
ADDRESS: 14 North Street [REDACTED]	EMAIL: [REDACTED]
CITY: Corner Brook	PROVINCE: Newfoundland
POSTAL CODE: A2H2L4	TELEPHONE: [REDACTED]
PROPERTY LOCATION:	
BUILDER:	
ADDRESS:	
CITY:	PROVINCE:
POSTAL CODE:	TELEPHONE:

BUILDING PERMIT APPLICATION (Please check appropriate box)

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

DEVELOPMENT APPLICATION (Please check appropriate box)

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

DESCRIPTION OF WORK:

Looking after children during the day

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

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

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

SIGNED BY: [REDACTED] APPLICANT: [REDACTED]
PROPERTY OWNER: [REDACTED] WITNESS: [REDACTED]

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



Request for Decision (RFD)

Subject: Discretionary Use - Home Based Business Office - 41 Burke's Road

To: Deon Rumbolt
Meeting: Regular Meeting - 27 May 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Discretionary Use - 41 Burke's Road
Attachments: [Figure 1 - 41 Burke's Road.png](#)
[Application - 41 Burke's Road](#)
[Memo - Home Based Business Office - 41 Burke's Road](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based business office from the dwelling located at 41 Burke's Road which is located in a Residential Medium Density Zone. A home based business office is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 41 Burke's Road indicating the above mentioned request. As a result of this notice, one submission of support was received. It is not proposed to have anybody visit the property and there is no proposed storage at this site.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business office from the dwelling located at 41 Burke's Road in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business office from the dwelling located at 41 Burke's Road in accordance with Regulation 11 - Discretionary Powers of Authority.

- 2. That Council not approve the application to operate a home based business office from the dwelling located at 41 Burke's Road in accordance with Regulation 11 - Discretionary Powers of Authority.
- 3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 24 May 2024
Director of Community, Engineering, Development & Planning	Approved - 24 May 2024
Administrative Assistant	Approved - 24 May 2024

City Manager



LOCATION: 41 Burke's Road	
PREPARED BY: J. King	
DEPARTMENT: Development & Planning	
DATE: 2024-05-23	
PAGE: 1	OF 1
VERSION: 1	

NOTES:

PROJECT: Discretionary Use Home Based Business Office
 TITLE:
 THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

City of Corner Brook
 Community Services Department
 Planning Division

5 Park St. Corner Brook, NL (PO Box 1080)
 Corner Brook, NL, Canada, A2H 5E1
 709-537-1666 city.hall@cornerbrook.com

CITY OF CORNER BROOK

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

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]		DATE: April 26, 2024
ADDRESS: 41 Burke's Road		EMAIL:
CITY: Corner Brook, NL		PROVINCE:
POSTAL CODE: A2M 4G6	TELEPHONE: [REDACTED]	
PROPERTY LOCATION:		
BUILDER:		
ADDRESS:		
CITY:		PROVINCE:
POSTAL CODE:	TELEPHONE:	

BUILDING PERMIT APPLICATION (Please check appropriate box)

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

DEVELOPMENT APPLICATION (Please check appropriate box)

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

DESCRIPTION OF WORK: New home based business

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

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

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

SIGNED BY: [REDACTED] APPLICANT: [REDACTED]

PROPERTY OWNER: [REDACTED] WITNESS: [REDACTED]

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

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **41 Burke's Road – Home Based Business**
Date: May 23, 2024

The City of Corner Brook has received an application to operate a home based business office (plumbing & heating business) from the dwelling located at 41 Burke's Road which is located in a Residential Medium Density Zone.

A home based business office is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 41 Burke's Road indicating the above mentioned request. As a result of this notice, one submission of support was received.

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

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

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

Signed: _____
James King, CET, CPT



Request for Decision (RFD)

Subject: Discretionary Use - Home Based Business - 113 Bayview Heights

To: Deon Rumbolt
Meeting: Regular Meeting - 27 May 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Discretionary Use -113 Bayview Heights
Attachments: [133 Bayview Heights Application](#)
[Figure 1 - 113 Bayview Heights](#)
[Memo - Home Based Business - 113 Bayview Heights](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based business from the property located at 113 Bayview Heights which is located in a Residential High Density Zone. The nature of the proposed business is to carry out small scale woodworking operations in a garage located on the property and sell these items. The items made will include personal touch items like picnic tables, chairs, etc. and they will not be mass produced and the applicant does not stain items very often. The items will be stored in a trailer and will be sold as demand dictates. It is not anticipated to have a large volume of traffic at this location. A home based business is a "Discretionary Use" of the City of Corner Brook Development Regulations for the zone in which the dwelling is located. A notice to occupants was delivered to residents in the immediate vicinity of the subject property and as a result, no submissions were received. A site visit by City staff confirmed that this property has two (2) parking spaces which meet the parking requirements for both the single dwelling and the proposed home based business.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business from the dwelling located at 113 Bayview Heights in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business from the dwelling located at 113 Bayview Heights in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business from the dwelling located at 113 Bayview Heights in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 24 May 2024
Director of Community, Engineering, Development & Planning	Approved - 24 May 2024
Administrative Assistant	Approved - 24 May 2024

City Manager

CITY OF CORNER BROOK

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

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]	DATE: <i>Nov 1, 2021</i>
ADDRESS: [REDACTED]	EMAIL: [REDACTED]
CITY: [REDACTED]	PROVINCE: [REDACTED]
POSTAL CODE: _____	TELEPHONE: [REDACTED]
PROPERTY LOCATION: <i>Next To 133 Bayview Hts</i>	
BUILDER: [REDACTED]	
ADDRESS: [REDACTED]	
CITY: [REDACTED]	PROVINCE: [REDACTED]
POSTAL CODE: _____	TELEPHONE: [REDACTED]

BUILDING PERMIT APPLICATION (Please check appropriate box)

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

DEVELOPMENT APPLICATION (Please check appropriate box)

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

DESCRIPTION OF WORK: *operate Hobby Band saw mill*

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


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

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

SIGNED BY: [REDACTED] **APPLICANT:** [REDACTED]
PROPERTY OWNER: [REDACTED] **WITNESS:** [REDACTED]

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



City of Corner Brook Community Services Department Planning Division  5 Park St. Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 5E1 709-637-1666 city.hall@cornerbrook.com	PROJECT: Discretionary Use Home Based Business		LOCATION: 113 Bayview Heights	
	TITLE: THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.		PREPARED BY: J. King	
		DEPARTMENT: Development & Planning		
		DATE: 2024-05-22		
		PAGE: 1 OF 1		VERSION: 1

NOTES:

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **113 Bayview Heights – Home Based Business**
Date: May 22, 2024

The City of Corner Brook has received an application to operate a home based business (small scale woodworking) from the dwelling located at 113 Bayview Heights which is located in a Residential High Density Zone.

A home based business is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 113 Bayview Heights indicating the above mentioned request. As a result of this notice, no submissions were received.

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

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

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

Signed: _____
James King, CET, CPT



Request for Decision (RFD)

Subject: Mount Bernard Avenue Reconstruction Change Order No. 12

To: Darren Charters
Meeting: Regular Meeting - 27 May 2024
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Change Order Notice No. 12 - 21-3090 - Signed by MCI Redacted](#)

BACKGROUND INFORMATION:

This change order is to cover the cost of items and unit prices that were not originally included in the contract. Due to unexpected conditions in the field, the following items were required to complete the project:

1. Supply and placement of curb and gutter - Handform
2. 200mm to 150mm Sewer Reducer
3. Supply and Installation of fittings - tees
4. Supply and Placement of Storm Sewer - Main Line
5. Supply and Install of Hydrant Extensions
6. Supply and Placement of Pre-Cast Maintenance Holes
7. Supply and Placement of Storm Sewer - Main Line

PROPOSED RESOLUTION:

Be it resolved that the Corner Brook City Council Approve the Change Order No. 12 for Marine Contractors Inc. in the amount of \$95,983.60 HST included. for the Mount Bernard Avenue Reconstruction Project.

FINANCIAL IMPACT:

Authorized Contract Amount - \$10,436,308.65
 Previous Change Orders - \$251,095.12

Budget Code: 17-GI-23-00001

Finance Type: Funding

Director of Community, Engineering, Development & Planning, Approved - 16 May 2024

Administrative Assistant

Approved - 16 May 2024

City Manager

Division of Municipal Infrastructure
Form 5 – Contract Change Order Notice

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September 2023

OWNER: City of Corner Brook DATE: April 29, 2024

PROJECT NAME: Mount Bernard Avenue Reconstruction, Corner Brook

PROJECT #: 17-GI-23-00001 CONTRACTOR: Marine Contractors Inc.

CHANGE ORDER NUMBER: 12

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

- Provide Unit Prices and Subtotals for the supply and installation of the following:
1. Supply and placement of curb and gutter – Handform – 15.3m
 2. 200mm to 150mm Sewer Reducer – 1 Ea
 3. Supply & Installation of Fittings - Tees - 200mm off 250mm Dia. D.I. Tee – 1 Ea
 4. Supply and Placement of Storm Sewer - Main Line - 900mm Dia. C-HDPE – 35m
 5. Supply and Install of Hydrant Extensions - (600mm) - 4 Ea
 6. Supply and Placement of Pre-Cast Maintenance Holes 1500 -> 4m to 4.5 m or less - 1 Ea
 7. Supply and Placement of Storm Sewer - Main Line - 600mm Dia. C-HDPE – 86m

.4 EFFECT OF CHANGE ON CONTRACT

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

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

WORKING DAYS: _____ REVISED COMPLETION DATE: _____

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

No Change

Addition to Contract including HST payable by the Owner \$ 95,983.60

Deduct _____ payable by the Owner \$ _____

Contractor: _____ (Signature)

Transportation and Infrastructure

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

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September 2023


Authorized Contract Amount (A)	\$	10,436,308.65
Change Order Limit (greater of 10 % of A or \$15,000)	\$	1,043,630.87
Previous Change Orders (B)	\$	251,095.12
This Change Order (C)	\$	95,983.60
New Approved Contract Amount (A+B+C)	\$	10,783,387.37

Enter Motion # approving CO (required) _____

OR, Delegation of Authority (attached) _____

.5 AUTHORIZATION TO PROCEED

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

DATE: April 29, 2024 Consultant: 

DATE: _____ Municipality /Owner: _____

DATE: _____ Regional Engineer: _____

(Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____ Consultant: _____

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

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

.8 ENCLOSED DOCUMENTS

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

A copy of this document signed by the Owner and Consultant, (list on next page)

Transportation and Infrastructure

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

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September 2023

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

Transportation and Infrastructure

