



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **June 10, 2024** at **7 P.M. Council Chambers, City Hall.**

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CITY CLERK

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<b>1</b>	<b>CALL MEETING TO ORDER</b>
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<b>3</b>	<b>BUSINESS ARISING FROM MINUTES</b>
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<b>7</b>	<b>PLANNING AND DEVELOPMENT</b>

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7.1 Confirmation of Order - 2024-01

**8**

**ADJOURNMENT**

The meeting adjourned at

## Land Acknowledgement

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





**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 27 MAY, 2024 AT 7:00 PM**

**PRESENT:**

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

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

**24-56 Land Acknowledgement**

Deputy Mayor L. Chaisson read the land acknowledgement.

**24-57 Approval of Agenda**

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

**24-58 Approval of Minutes- Regular Meeting May 6, 2024**

On motion by Councillor V. Granter, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** to approve the minutes of the Regular Council Meeting May 6, 2024. **MOTION CARRIED.**

**24-59 Business Arising From Minutes**

The following items were brought up in the business arising:

- Councillor V. Granter requested an update regarding the asphalt cuts in the City and when the work on those would be completed. The Director advised that he would get that information and bring it back.
- Councillor C. Pender requested an update on the Riverside Drive remediation. The Acting City Manager and Director of Engineering, Development and Planning advised that staff are working diligently on the remediation with safety for workers and the public as a main priority. The debris has been cleaned off the road and work be done to reinstate barriers and guide rails.

**24-60 Proclamations and Events**

The Mayor declared the following proclamations were made:

- May 6-12 was declared National Nursing Week;

- May was declared Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month;
- May was declared MS Awareness Month;
- June was declared Recreation Month.

**24-61 Corner Brook United Soccer Club - Mowing Contract 2024**

On motion by Councillor V. Granter, seconded by Councillor P. Gill, 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 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). **MOTION CARRIED.**

**24-62 Margaret Bowater Park Cleaning Contract 2024**

**Deputy Mayor L. Chaisson declared a conflict of interest as she is a member of the Humber Valley Community Corporation Board. There was unanimous consent that Deputy Mayor L. Chaisson is in a conflict of interest, and she entered the gallery and abstained from voting or discussion on this item.**

On motion by Councillor V. Granter, seconded by Councillor C. Pender, it is **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. **MOTION CARRIED.**

**24-63 Great Trail Enhancement Phase 2 - 2024-11**

On motion by Councillor C. Pender, seconded by Councillor P. Gill, it is **RESOLVED** that the Council of the City of Corner Brook award Contract 2024-11 Great Trail Enhancement Phase 2 in the amount of \$2,076,747.05 (HST Included) to West Coast Excavating & Equipment Co. Ltd. **MOTION CARRIED.**

**24-64 RFQ - Vending Services**

**Councillor P. Gill declared a conflict of interest and requested a decision of Council, as she is employed with Memorial University and the vending contract includes that the supply and servicing of a machine that would be located at the Recreation Centre.**

**On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is RESOLVED that Councillor P. Gill is not in a conflict of interest. MOTION CARRIED.**

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** to accept the quotation for vending services to W & E Enterprises Ltd as attached. **MOTION CARRIED.**

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- 24-65 Corner Brook Regional Recreation Centre - Operating Agreement**  
Councillor P. Gill disclosed that she is employed by Memorial University. Mayor J. Parsons disclosed that his wife was employed by Memorial University.  
On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** that Mayor J. Parsons and Councillor P. Gill were in a conflict of interest. **MOTION CARRIED.**

**Mayor J. Parsons and Councillor P. Gill entered the gallery and abstained from voting and discussion on this item. Deputy Mayor L. Chaisson chaired the meeting for this item.**

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** that council approve the attached operating agreement between Memorial University of Newfoundland and City of Corner Brook. **MOTION CARRIED.**

**Mayor J. Parsons resumed as chair.**

- 24-66 Asphalt Paving Consultant Fee Request 2024**  
On motion by Councillor C. Pender, seconded by Deputy Mayor L. Chaisson, it is **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. **MOTION CARRIED.**
- 24-67 Asphalt Paving Program 2024-12**  
On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** that the City of Corner Brook Council award the contract for the Asphalt Paving Program 2024-12 in the amount of \$3,569,085.95 (HST included) to Marine Contractors Inc. in the amount of. **MOTION CARRIED.**
- 24-68 2023 Tax Recovery Plan**  
On motion by Councillor P. Gill, seconded by Councillor V. Granter, it is **RESOLVED** that the Council of the City of Corner Brook approve the 2023 Tax Recovery Plan as attached. **MOTION CARRIED.**
- 24-69 2023 Annual Expenditure Report - Canada Community Building Fund Agreement**  
On motion by Councillor P. Gill, seconded by Councillor C. Pender, it is **RESOLVED** to approval of the Annual Expenditure Report for Canada Community Building Fund Agreement funding for 2023 as presented. **MOTION CARRIED.**

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**24-70 Daycare Operating Agreement - Corner Brook Regional Recreation Centre**

**Mayor J. Parsons declared that his wife worked with Memorial University which the City has an operating agreement for this property. Councillor P. Gill declared that she was an employee of Memorial University.**

**Deputy Mayor L. Chaisson chaired the meeting for this item.**

**On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is RESOLVED that Mayor J. Parsons and Councillor P. Gill are in a conflict of interest. MOTION CARRIED.**

**Mayor J. Parsons and Councillor P. Gill entered the gallery and abstained from discussion and voting on this item.**

On motion by Councillor V. Granter, seconded by Councillor C. Pender, it is **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. **MOTION CARRIED.**

**24-71 Corner Brook Municipal Plan No. 24-01 & Development Regulations Amendment No. 24-01**

**Councillor C. Pender declared a conflict of interest on this item as he is employer is a potential proponent for the development of land in the area.**

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

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is **RESOLVED** that the Council of the City of Corner Brook:

(1) Adopt proposed map amendment No. 24-01 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012;

(2) Adopt proposed map and text amendment No. 24-01 to the City of Corner Brook's 2012 Development Regulations;

(3) Set Thursday, 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. **MOTION CARRIED.**

**24-72 Proposed Street Closure - Todd Street**

On motion by Councillor B. Griffin, seconded by Councillor C. Pender, 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. **MOTION CARRIED.**

**24-73 Corner Brook Pulp & Paper Ltd. - Wood Harvesting in the Watershed Area**

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is **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. **MOTION DEFEATED.**

**Deputy Mayor L. Chaisson, Councillor P. Gill, Councillor V. Granter and Councillor C. Pender voted against the motion.**

**24-74 Discretionary Use - Home Based Business - 35 Coronation Street**

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

**24-75 Discretionary Use - Home Childcare - 14 North Street**

On motion by Councillor B. Griffin, seconded by Councillor C. Pender, it is **RESOLVED** that the Council of the City of Corner Brook approve the application to operate a home-based childcare from the dwelling located at 14 North Street in accordance with Regulation 11 - Discretionary Powers of Authority. **MOTION CARRIED.**

**24-76 Discretionary Use - Home Based Business Office - 41 Burke's Road**

On motion by Councillor B. Griffin, seconded by Deputy Mayor L. Chaisson, it is **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

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Road in accordance with Regulation 11 - Discretionary Powers of Authority.  
**MOTION CARRIED.**

**24-77 Discretionary Use - Home Based Business - 113 Bayview Heights**

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

**24-78 Mount Bernard Avenue Reconstruction Change Order No. 12**

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **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. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 8:38 p.m.

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City Clerk

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Mayor



# Information Report (IR)

**Subject:** Proclamations and Events

**To:** Darren Charters  
**Meeting:** Regular Meeting - 10 Jun 2024  
**Department:** Council  
**Staff Contact:** Jessica Smith, City Clerk  
**Topic Overview:** The City of Corner Brook routinely receives requests from various organizations to recognize significant days, weeks, and months.  
**Attachments:** [Pride Month Proclamation 2024](#)  
[Francophonie Day - en](#)  
[Francophonie Day - fr](#)  
[World Ocean Day 2024](#)

## BACKGROUND INFORMATION:

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

- **June was declared Pride Month-** celebrating Pride Month helps spread awareness and visibility of the 2SLGBTQIA community.
- **May 30 was declared Provincial Francophonie Day-** to celebrate and recognize the contributions made by Francophones and Acadians to improve their communities, families and workplaces. In Newfoundland and Labrador, the Francophone and Acadian presence has contributed to the history and heritage of our communities.
- **June 8 was declared World Oceans Day-** a day for celebrating the critical role the ocean plays in everyday life and encouraging action to protect it. A vibrant ocean is necessary for a thriving culture and economy.

City Clerk	Approved - 03 Jun 2024
Director of Recreation Services	Approved - 04 Jun 2024
Administrative Assistant	Approved - 05 Jun 2024

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City Manager



**PRIDE MONTH 2024**

Official declaration by the City of Corner Brook that June 2024 shall be designated as ***Pride Month 2024.***

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

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

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

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

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

THEREFORE, the city of Corner Brook is pleased to declare the month of June 2024 as ***Pride Month;***

The decision has been made to declare the month of June, 2024 “PRIDE MONTH”.

\_\_\_\_\_  
Jim Parsons, Mayor  
City of Corner Brook

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Committee, Corner Brook - Bay of Islands Pride







## **Proclamation Provincial Francophonie Day**

**May 30th, 2024**

WHEREAS in 1999, May 30 was declared "Provincial Francophonie Day" by the Provincial Government of Newfoundland and Labrador.

WHEREAS on May 30, communities throughout Newfoundland and Labrador will mark the Provincial Francophonie Day together.

WHEREAS the Provincial Francophonie Day is focused on celebrating and recognizing the contributions made by Francophones and Acadians to improve their communities, families and workplaces.

WHEREAS, in Corner Brook, the Francophone and Acadian presence has contributed to the history and heritage of our communities.

THEREFORE, I, Jim Parsons, Mayor of Corner Brook, do hereby proclaim May 30th as the Day of the Provincial Francophonie and encourage my fellow citizens to appreciate the role that French-speaking residents play in our community.

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

Jim Parsons  
Mayor of Corner Brook

Danielle Morin,  
Vice-President FFTNL



**Proclamation**  
**Journée de la francophonie provinciale**  
**30 mai 2024**

ATTENDU QUE le 30 mai a été décrété, en 1999, « Journée de la Francophonie provinciale » par le gouvernement provincial de Terre-Neuve-et-Labrador;

ATTENDU QUE le 30 mai, les collectivités partout à Terre-Neuve-et-Labrador, marqueront ensemble la Journée de la francophonie provinciale ;

ATTENDU QUE la Journée de la francophonie provinciale est axée sur la célébration et la reconnaissance des contributions faites par les francophones et acadiens pour améliorer leurs communautés, leurs familles et leurs milieux de travail;

ATTENDU QUE, à Corner Brook, la présence francophone et acadienne a contribué à l'histoire et au patrimoine de notre communauté;

PAR CONSÉQUENT, je soussigné, Monsieur Jim Parsons, Maire de Corner Brook, proclame par la présente, le 30 mai, Journée de la francophonie provinciale, et j'encourage mes concitoyens et concitoyennes à apprécier le rôle que jouent les résidents d'expression française dans notre communauté.

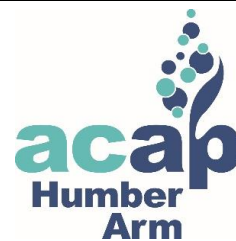
Signé, à l'Hôtel de Ville de Corner Brook, TNL, le \_\_\_\_\_ mai 2024.

Jim Parsons,  
Mayor of Corner Brook

Danielle Morin,  
Vice-présidente interne de la FFTNL



**Proclamation**  
**World Oceans Day 2024**



**WHEREAS**, in 2008 the United Nations General Assembly resolved June 8 as a day for celebrating the critical role the ocean plays in everyday life and encouraging action to protect it, as highlighted by the 2024 theme “Catalyzing Action for our Ocean and Climate”;

**WHEREAS**, Canada, alongside other nations, has established the goal of conserving 30 percent of the country’s ocean by the year 2030 to protect our valued marine environments; marine degradation and protect at-risk marine life;

**WHEREAS**, a healthy ocean is a major carbon sink that absorbs almost one-third of anthropogenic CO<sub>2</sub> emissions, thereby mitigating climate change to a large degree;

**WHEREAS**, a vibrant ocean is necessary for a thriving culture and economy;

**WHEREAS**, celebrating the ocean can raise the profile of marine conservation’s role in preserving marine habitat and slowing biodiversity loss therein; and

**WHEREAS**, it is crucial for municipal leaders to recognise the importance of marine stewardship to protect marine habitat, flora, and fauna.

**THEREFORE**, I, Jim Parsons, Mayor of Corner Brook, do hereby proclaim June 8, 2024, as World Oceans Day in the City of Corner Brook and acknowledge our role in safeguarding the marine environment, encouraging all to actively protect and conserve the ocean, waterways, habitat, and life therein.

Signed at City Hall, Corner Brook, NL, on this \_\_\_\_\_ day of June 2024

\_\_\_\_\_  
Jim Parsons  
Mayor, City of Corner Brook





# Request for Decision (RFD)

**Subject:** Owner's Advisor - Regional Recreation Center

**To:** Darren Charters  
**Meeting:** Regular Meeting - 10 Jun 2024  
**Department:** Engineering  
**Staff Contact:** Melody Roberts,  
**Topic Overview:**  
**Attachments:** [677762-0001-SLI-M-40-ECH-000-0010\\_C01\\_fix\\_Redacted](#)

## BACKGROUND INFORMATION:

AtkinsRealis is requesting a change order to cover project related costs related to contract administration effort and CPI increase adjustment anticipated from the end of Engineering Change Order #009 (February 6) to the forecasted end of construction for the project (end of May) that would extend beyond the durations of the Prime Consultant Agreement and subsequent modifications.

## PROPOSED RESOLUTION:

**Be it resolved that the City of Corner Brook Council** approve PCA Amendment No. 10 for AtkinsRealis for the Owner's Advisor - Regional Recreation Center in the amount of \$47,472.84 HST Included.

## FINANCIAL IMPACT:

Original Contract amount \$524,524.78 HST Included  
 Previous Amendments \$128,910.81 HST Included

**Budget Code:** 17-CCR-21-00005  
**Finance Type:** Funding

Administrative Assistant                      Approved - 05 Jun 2024  
 Director of Recreation Services              Approved - 05 Jun 2024

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City Manager

**Division of Municipal Infrastructure  
Form 5A - PCA Amendment – Change Order Notice**

Page 1 of 3

September 2023

**OWNER:** City of Corner Brook **DATE:** 2024-05-28

**PROJECT NAME:** Owner's Advisor - Corner Brook Regional Recreational Facility

**PROJECT #:** 17-CCR-21-00005 **CONSULTANT:** AtkinsRealis

**CHANGE ORDER NUMBER:** 010

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Consultant 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 Consultant shall return a signed copies of this document along with a revised Schedule II and III as per Item 7 below to the Regional Engineer for review and approval. Should it be decided to proceed with the work, an approved copy will be returned to the Consultant with Regional Engineer’s Signature. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

AtkinsRealis is requesting a change order to cover project related costs related to contract administration effort and CPI increase adjustment anticipated from the end of ECH #009 (February 6) to the forecasted end of construction for the project (end of May) that would extended beyond the durations of the Prime Consultant Agreement and subsequent modifications. Detailed context of the change in explained in the following pages.

.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 \$ 47,472.84

**Division of Municipal Infrastructure  
Form 5A - PCA Amendment – Change Order Notice**

**Page 2 of 3**

**September 2023**

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

Consultant: \_\_\_\_\_ (Signature)

Authorized Contract Amount (A)	\$	<u>524,524.78</u>
<b>Change Order Limit (greater of 10% of A or \$15,000)</b>	\$	<u>52,452.48</u>
Previous Change Orders (B)	\$	<u>128,910.81</u>
<b>This Change Order (C)</b>	\$	<u>47,472.84</u>
New Approved Contract Amount (A+B+C)	\$	<u>700,908.43</u>

Enter Motion # approving CO (required) \_\_\_\_\_

OR, Delegation of Authority (attached) \_\_\_\_\_

**.5 AUTHORIZATION TO PROCEED**

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

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: \_\_\_\_\_ Municipality/Owner: \_\_\_\_\_

**.7 ENCLOSED DOCUMENTS**

To expedite the process please submit the following documents to the Regional Engineer for review and approval:

- A copy of this document signed by the Owner and Consultant.
- An up to date Schedule II and III of current approved Prime Consultant Agreement (PCA) including all previous approved change orders.

Transportation and Infrastructure

Include Appendix "A" and "B" Below

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**Division of Municipal Infrastructure  
Form 5A - PCA Amendment – Change Order Notice**

**Page 3 of 3**

**September 2023**

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Either:

- “Appendix A” – Water, Sewer, and Municipal Roads, or
- “Appendix B” – Building & Treatment Facilities

Outlining requested changes to specific line items identified in Schedule II and III, and a revised PCA Schedule II and III based on requested changes. (This information is necessary for Project Representatives to update MSIS.)

- Any additional supporting documentation as necessary.

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.

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Transportation and Infrastructure

Include Appendix “A” and “B” Below



Appendix B  
SCHEDULE II - Building & Treatment Facilities  
Basic and Other Additional Service Fees

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change Order as per Service Item (+/-)	Revised PCA Amount as per Service Item
- Programming Advisory Services	\$ 10,957.50		\$ 10,957.50
- Preliminary Design			
- Preparation of Request for Qualifications (RFQ)	\$ 11,680.00		\$ 11,680.00
- Proposal/Tendering, Analysis and Recommendation of RFQ	\$ 5,380.00		\$ 5,380.00
- Preparation of Request for Proposal (RFP)	\$ 81,917.50		\$ 81,917.50
- Proposal/Tendering Analysis and Contract Award of RFP	\$ 17,540.00		\$ 17,540.00
- Review of Design Development Submission / Shop Drawings	\$ 88,480.10		\$ 88,480.10
- Contract Administration	\$ 169,842.57	\$ 32,262.84	\$ 202,105.41
- Project Completion Phase	\$ 18,804.46		\$ 18,804.46
- Other Additional Services			
- Resident Services During Construction	\$ 39,000.00		\$ 39,000.00
- Site Visit for Substantial/Total Completion	\$ 4,382.76	\$ 329.72	\$ 4,712.48
- Site Visit for Commissioning	\$ 3,024.42	\$ 227.53	\$ 3,251.95
- Site Visit for 10 Month Warranty Inspection	\$ 3,740.73	\$ 281.42	\$ 4,022.15
- OA LEED Total Cost	\$ 24,691.02	\$ 79.22	\$ 24,770.24
- Existing Pool Wall Demo Review	\$ 21,750.00		\$ 21,750.00
<b>A. SUB-TOTAL SERVICE FEES</b>	<b>\$ 501,191.06</b>	<b>\$ 33,180.73</b>	<b>\$ 534,371.79</b>
<b>B. SUB-TOTAL REIMBURSABLE EXPENSES</b>	<b>\$ 33,976.00</b>	<b>\$ 8,100.00</b>	<b>\$ 42,076.00</b>
<b>C. TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES (From Schedule III)</b>	<b>\$ 33,037.80</b>	<b>\$ -</b>	<b>\$ 33,037.80</b>
<b>D. TOTAL SERVICE FEE (Less HST) (A+B+C)</b>	<b>\$ 568,204.86</b>	<b>\$ 41,280.73</b>	<b>\$ 609,485.59</b>
<b>E. TOTAL HST (15% D)</b>	<b>\$ 85,230.73</b>	<b>\$ 6,192.11</b>	<b>\$ 91,422.84</b>
<b>F. TOTAL SERVICE FEE (including HST) (D+E)</b>	<b>\$ 653,435.59</b>	<b>\$ 47,472.84</b>	<b>\$ 700,908.43</b>

Appendix B  
 SCHEDULE II - Building & Treatment Facilities  
 Additional Reimbursable Allowances

List below Allowances for Specific Project Expenses not included in Schedule II

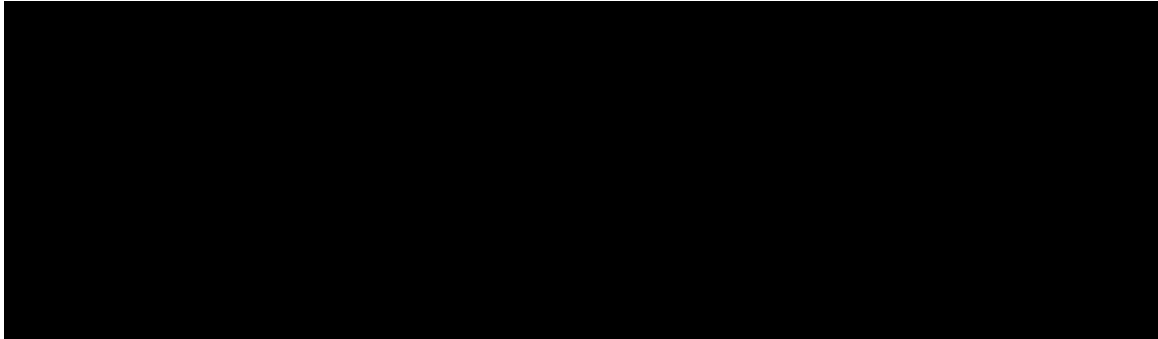
Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change Order as per Service Item (+/-)	Revised PCA Amount as per Service Item
- Site Surveys	\$ -		\$ -
- Geotechnical Investigations	\$ 13,037.80		\$ 13,037.80
- Energy (Optimization) Model	\$ -		\$ -
- Water Main Leakage Detection	\$ -		\$ -
- Sewer Main Infiltration Detection	\$ -		\$ -
-Third Party Costing	\$ 10,000.00		\$ 10,000.00
- Legal Review	\$ 10,000.00		\$ 10,000.00
<b>Total Additional Reimbursable Allowances</b>	<b>\$ 33,037.80</b>	<b>\$ -</b>	<b>\$ 33,037.80</b>



ENGINEERING CHANGE ORDER

Owner: City of Corner Brook Change Order No. 010  
 Project: Owner's Advisor - Corner Brook Regional Recreation ATRL Project No. 677762  
 Document #: 677762-0001-SLI-M-40-ECH-000-0010\_C01 Date: May 3, 2024

**DESCRIPTION OF CHANGE (P. 1 of 2):**



<b>ORIGINAL CONTRACT PRICE:</b>	-----	\$	456,108.50
<b>CONTRACT AMOUNT AWARDED:</b>	-----	\$	456,108.50
Change Order Nos. <u>001 to 010</u>	Debit: -----	\$	154,326.68
	Credit: -----	\$	-
<b>THIS CHANGE ORDER:</b>	Debit: \$ <u>41,280.73</u>		
	Credit: -----		
<b>REVISED CONTRACT PRICE:</b>	-----	\$	610,435.18
<b>REVISED CONTRACT AMOUNT AWARDED:</b>	-----	\$	610,435.18

AtkinsRealis Inc  
 Per: [Redacted Signature]  
 Date: May 28, 2024

**APPROVED BY OWNER:**  
 Per: \_\_\_\_\_  
 Date: \_\_\_\_\_

\*\* all amounts are exclusive of HST



ENGINEERING CHANGE ORDER

Owner: City of Corner Brook Change Order No. 010  
 Project: Owner's Advisor - Corner Brook Regional Recreational Facility ATRL Project No. 677762  
 Document #: 677762-0001-SLI-M-40-ECH-000-0010\_C01 Date: May 3, 2024

**DESCRIPTION OF CHANGE (P. 2 of 2):**

Role	Rates Per Bid in 2020	ECH #009 Accepted Rate	ECH #010 Revised Rate		2020 % Increase	2021 % Increase	2022 % Increase	2023 % Increase	Collective
Project Manager	\$ 150.00	\$ 159.18	\$ 163.64		N/A	0.2%	4.7%	2.3%	7.28%
Administration	\$ 60.00	\$ 63.67	\$ 65.45	DELTA	N/A	2.0%	2.0%	2.0%	6.12%
Cost Control	\$ 75.00	\$ 79.59	\$ 81.82	SNC	N/A	2.2%	6.7%	4.3%	13.69%
Sr. Engineer	\$ 115.00	\$ 122.04	\$ 125.46	BOC	0.9%	2.2%	6.7%	4.3%	
Jr. Engineer	\$ 95.00	\$ 100.81	\$ 103.63						
Design Tech.	\$ 95.00	\$ 100.81	\$ 103.63						
Inspector	\$ 65.00	\$ 68.98	\$ 70.91						

SNC bid would be based on 2% fee increase per year  
 BOC - Bank of Canada

CITY Cumulative SNC % Increase = 6.12% (ECH #009)  
 2024 % Increase (eff. 2024/04/01) = 2.80% (ECH #010)

Note - This Change Order covers a period from February 6 to May 31. The period to March 31 is at ECH #009 rates, while effort from April 1 is at ECH #010 rates.

1. Additional Time for Project to be Maintained for **four (4)** additional months:

PM =	4 hr/month	x	2 Months	@	\$ 159.18	=	\$ 1,273.44	@	\$ 163.64	=	\$ 1,309.12
Cost Control =	4 hrs/month	x	2 Months	@	\$ 79.59	=	\$ 636.72	@	\$ 81.82	=	\$ 654.56
<b>Sub-Total Item #1 = \$ 1,910.16</b>											
<b>Sub-Total Item #1 = \$ 3,873.84</b>											

2. Additional Contract Administration Effort for **four (4)** additional months

Bid =	\$ 118,720.00	over	18 months	=	\$ 6,595.56 / month
Increased total adjusted for CPI @ 6.12% (up to March 31) = \$ 6,999.26 / month					
Increased total adjusted for CPI @ 2.80% (from April 1) = \$ 7,195.24 / month					
<b>Sub-Total Item #2 = \$ 28,389.00</b>					

3. Additional Costs of Project Completion, Site Visit for Substantial Completion, Commissioning and 10-month Warranty Inspection (CPI adjustment only)

Bid =	\$ 28,225.00
Increased total adjusted for CPI as per ECH #009 = \$ 29,952.60	
Increased total adjusted for CPI as per ECH #010 = \$ 30,791.27	
<b>Sub-Total Item #3 = \$ 838.67</b>	

4. Additional Costs for OA LEED (CPI adjustment Only)

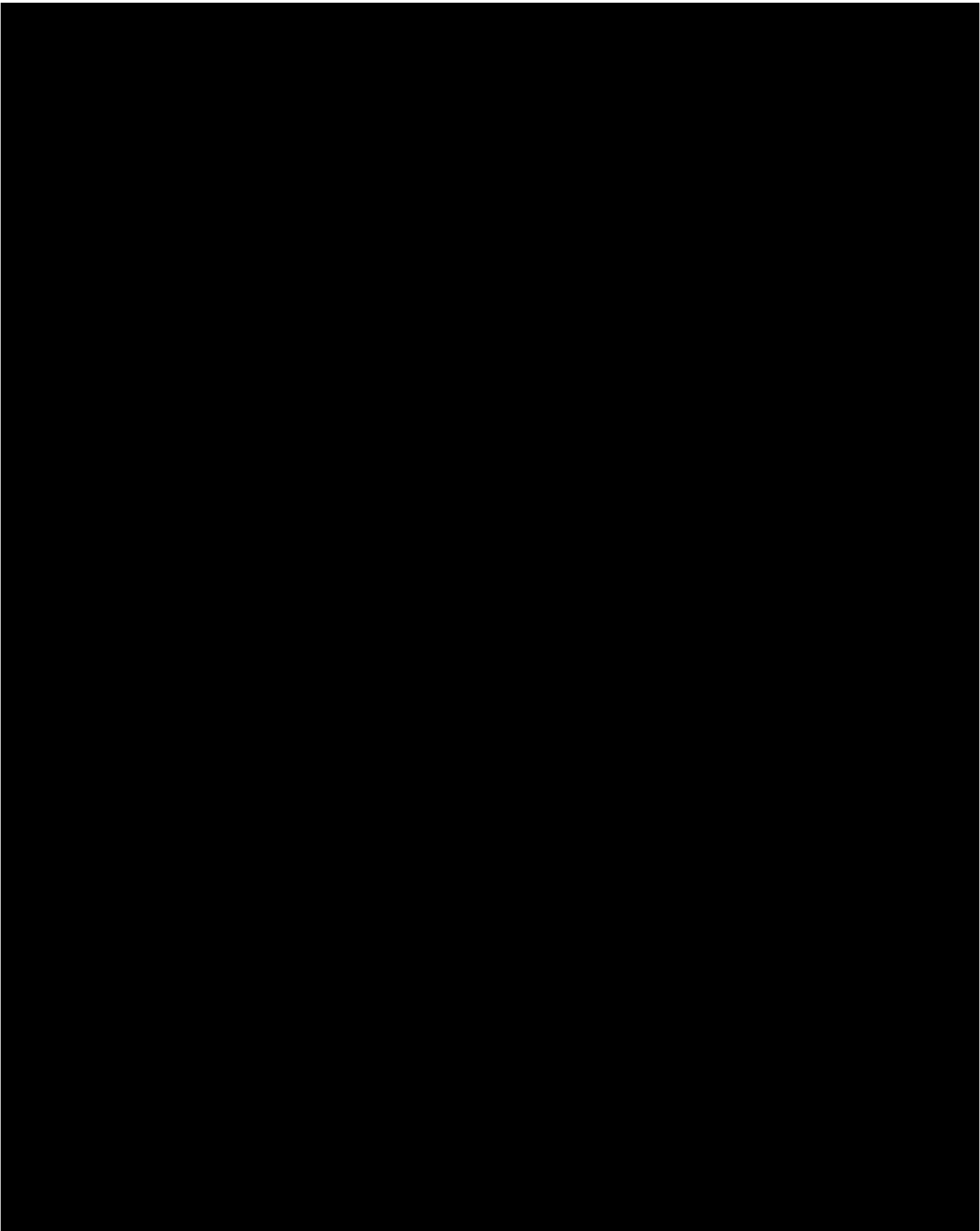
Bid =	\$ 23,997.50	over	18 months	=	\$ 1,333.19 / month
Increased total adjusted for CPI @ 6.12% (up to March 31) = \$ 1,414.79 / month					
Increased total adjusted for CPI @ 2.80% (from April 1) = \$ 1,454.40 / month					
x 2 Months = \$ 79.22					
<b>Sub-Total Item #4 = \$ 79.22</b>					

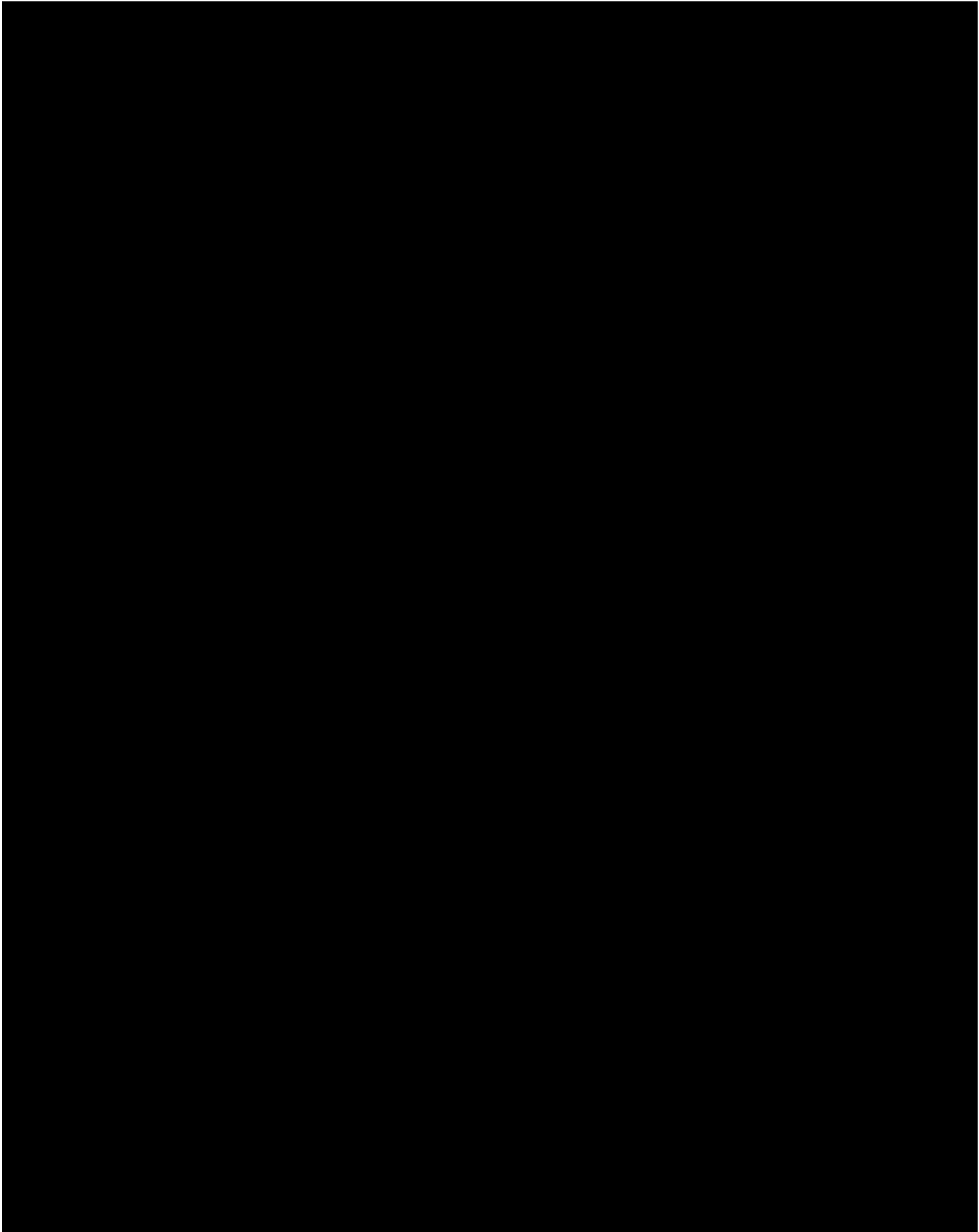
5. Additional Expenses based on six (6) trips at an average cost of \$1,350.00 / trip:

=	6 trips	@	\$ 1,350.00 / trip	=	\$ 8,100.00
<b>Sub-Total Item #5 = \$ 8,100.00</b>					

**TOTAL = \$ 41,280.73**

\*\* all amounts are exclusive of HST







# Request for Decision (RFD)

**Subject:** Mount Bernard Avenue Reconstruction - Change Order No. 15

**To:** Darren Charters

**Meeting:** Regular Meeting - 10 Jun 2024

**Department:** Engineering

**Staff Contact:** Melody Roberts,

**Topic Overview:**

**Attachments:** [Change Order Notice No. 15 - 21-3090 - Signed MCI Redacted](#)

## BACKGROUND INFORMATION:

On Mount Bernard Avenue, during construction, it has been determined that, in some areas, the existing Bell Aliant duct bank is directly below the proposed curb line. This location was not known until excavation.

Custom Catch Basin Structures with Offset Tops are required (2 locations). This will permit the installation of the catch basins adjacent to the existing Bell Aliant Infrastructure and still have the inlet grate in the concrete gutter.

This change order covers:

1. Provide custom CB structures with offset inlet grates.
2. Provide Engineered shop drawings for review.

## PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council approve change order No. 15 for the Mount Bernard Avenue Reconstruction for \$39,381.60 HST included for Marine Contractors Inc.

## FINANCIAL IMPACT:

Authorized Contract Amount \$10,436,308.65 HST Inc.

Previous Change Orders \$351,984.46 HST Inc.

**Budget Code:** 17-GI-23-00001

**Finance Type:** Funding

Administrative Assistant  
Director of Recreation Services

Approved - 06 Jun 2024  
Approved - 06 Jun 2024

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City Manager



Division of Municipal Infrastructure  
Form 5 – Contract Change Order Notice

Page 1 of 3

September 2023

OWNER: City of Corner Brook DATE: May 31, 2024

PROJECT NAME: Mount Bernard Avenue Reconstruction, Corner Brook

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

CHANGE ORDER NUMBER: 15

.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

It has been determined that, in some areas, the existing bell Aliant duct bank is directly below the proposed curb line. This location was not known until excavation.

Custom Catch Basin Structures with Offset Tops are required. This will permit the installation of the catch basins adjacent to the existing Bell Aliant Infrastructure and still have the inlet grate in the concrete gutter.

Quote the following.  
1. Provide custom CB structures with offset inlet grates for CBMH 5284R and CBMH 5208R.  
2. Provide shop drawings for review.

.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: 1 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 \$ 39,381.60
- Deduction from Contract including HST payable by the Owner \$ \_\_\_\_\_

Contractor: [Redacted Signature] (Signature)

Transportation and Infrastructure

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

**Page 2 of 3**

**September 2023**

Authorized Contract Amount (A)	\$	10,436,308.65
<b>Change Order Limit (greater of 10 % of A or \$15,000)</b>	\$	<b>1,043,630.87</b>
Previous Change Orders (B)	\$	351,984.46
<b>This Change Order (C)</b>	\$	<b>39,381.60</b>
New Approved Contract Amount (A+B+C)	\$	10,827,674.71

Enter Motion # approving CO (required) \_\_\_\_\_

OR, Delegation of Authority (attached) \_\_\_\_\_

**.5 AUTHORIZATION TO PROCEED**

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

DATE: May 31, 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)

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Transportation and Infrastructure

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

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**September 2023**

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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.





# Request for Decision (RFD)

**Subject:** Mount Bernard Avenue Reconstruction Change Order No. 16

**To:** Darren Charters

**Meeting:** Regular Meeting - 10 Jun 2024

**Department:** Engineering

**Staff Contact:** Melody Roberts,

**Topic Overview:**

**Attachments:** [Change Order Notice No. 16 - 21-3090 - Signed MCI Redacted](#)

## BACKGROUND INFORMATION:

Near the intersection of Mount Bernard Avenue and Victoria Street, a custom manhole structure is required. Existing underground storm infrastructure was not as expected and required a 600mm inlet and two 450mm outlets.

This change order covers:

1. Supply and install custom Catch Basin Maintenance Structure. Structure to provide a catch basin inlet at curb line as well as a maintenance opening.
2. Supply Engineered shop drawings for the structure.

## PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council approve change order No. 16 for the Mount Bernard Avenue Reconstruction for \$28,450.920 HST included for Marine Contractors Inc.

## FINANCIAL IMPACT:

Authorized Contract Amount \$10,436,308.65 HST Inc.

Previous change Orders \$391,366.06

**Budget Code:** 17-GI-23-00001

**Finance Type:** Funding

Administrative Assistant  
Director of Recreation Services

Approved - 06 Jun 2024  
Approved - 06 Jun 2024

\_\_\_\_\_  
City Manager



Division of Municipal Infrastructure  
Form 5 – Contract Change Order Notice

Page 1 of 3

September 2023

OWNER: City of Corner Brook DATE: May 31, 2024

PROJECT NAME: Mount Bernard Avenue Reconstruction, Corner Brook

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

CHANGE ORDER NUMBER: 16

.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

Near the intersection of Mount Bernard and Victoria Street, custom structure CBMH 5257R is required. Existing underground storm infrastructure was not as expected. Provide a 600mm inlet and two 450mm outlets. Inverts to be confirmed in the field.

Provide pricing for the following:

1. Supply and install custom CBMH 5257R. A CB inlet is required adjacent to the curb line.
2. Supply stamped shop drawings for review.

.4 EFFECT OF CHANGE ON CONTRACT

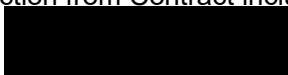
This change order WILL or WILL NOT (circle one) affect the approved completion date.

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 \$ 28,450.92
- Deduction from Contract including HST payable by the Owner \$ \_\_\_\_\_

Contractor:  (Signature)

Transportation and Infrastructure

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

**Page 2 of 3**

**September 2023**

Authorized Contract Amount (A)	\$	10,436,308.65
<b>Change Order Limit (greater of 10 % of A or \$15,000)</b>	\$	<b>1,043,630.87</b>
Previous Change Orders (B)	\$	391,366.06
<b>This Change Order (C)</b>	\$	<b>28,450.92</b>
New Approved Contract Amount (A+B+C)	\$	10,856,125.63

Enter Motion # approving CO (required) \_\_\_\_\_

OR, Delegation of Authority (attached) \_\_\_\_\_

**.5 AUTHORIZATION TO PROCEED**

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

DATE: May 31, 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)

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Transportation and Infrastructure



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

**Page 3 of 3**

**September 2023**

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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.





# Request for Decision (RFD)

**Subject:** Mount Bernard Avenue Reconstruction - Change Order No. 18

**To:** Darren Charters

**Meeting:** Regular Meeting - 10 Jun 2024

**Department:** Engineering

**Staff Contact:** Melody Roberts,

**Topic Overview:**

**Attachments:** [Change Order Notice No. 18 - 21-3090 - Signed \(002\) Redacted](#)

## BACKGROUND INFORMATION:

As per Site Instruction SI#13, the maintenance hole will now accept the sanitary sewer flows from the Law Courts and the sanitary sewer flows from Randolph Place.

This change order includes:

The necessary parts and labour to install drop structure to meet Municipal Infrastructure's standard drawing 04130 (attached)

## PROPOSED RESOLUTION:

Be it resolved that Corner Brook City Council approve Change Order No. 18 for the Mount Bernard Avenue Reconstruction for \$20,662.39 HST included for Marine Contractors Inc.

## FINANCIAL IMPACT:

Authorized Contract Amount - \$10,436,308.65 HST Inc.

Previous Change Orders \$424,074.51 HST Inc.

**Budget Code:** 17-GI-23-00001

**Finance Type:** Funding

Administrative Assistant

Approved - 06 Jun 2024

Director of Recreation Services

Approved - 06 Jun 2024

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City Manager

Division of Municipal Infrastructure  
Form 5 – Contract Change Order Notice

Page 1 of 3

September 2023

OWNER: City of Corner Brook DATE: May 31, 2024

PROJECT NAME: Mount Bernard Avenue Reconstruction, Corner Brook

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

CHANGE ORDER NUMBER: 18

.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

As per Site Instruction SI#13, MH 5545S will now accept the sanitary sewer flows from the Law Courts and the sanitary sewer flows from Randolph. As such, MH5545S will require an inside drop structure to meet MI standard drawing 04130 (attached). Provide a lump sum price quote to complete this change.

Notes:

- End Cap Clean needs to be reduced down to 8" as 12" Threaded End Cap is not available.

.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 \$ 20,662.39

D \_\_\_\_\_ including HST payable by the Owner \$ \_\_\_\_\_

Contractor \_\_\_\_\_ (Signature)

Transporter \_\_\_\_\_

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

**Page 2 of 3**

**September 2023**

Authorized Contract Amount (A)	\$	10,436,308.65
<b>Change Order Limit (greater of 10 % of A or \$15,000)</b>	\$	<b>1,043,630.87</b>
Previous Change Orders (B)	\$	424,074.51
<b>This Change Order (C)</b>	\$	<b>20,662.39</b>
New Approved Contract Amount (A+B+C)	\$	10,881,045.55

Enter Motion # approving CO (required) \_\_\_\_\_

OR, Delegation of Authority (attached) \_\_\_\_\_

**.5 AUTHORIZATION TO PROCEED**

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

DATE: May 31, 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

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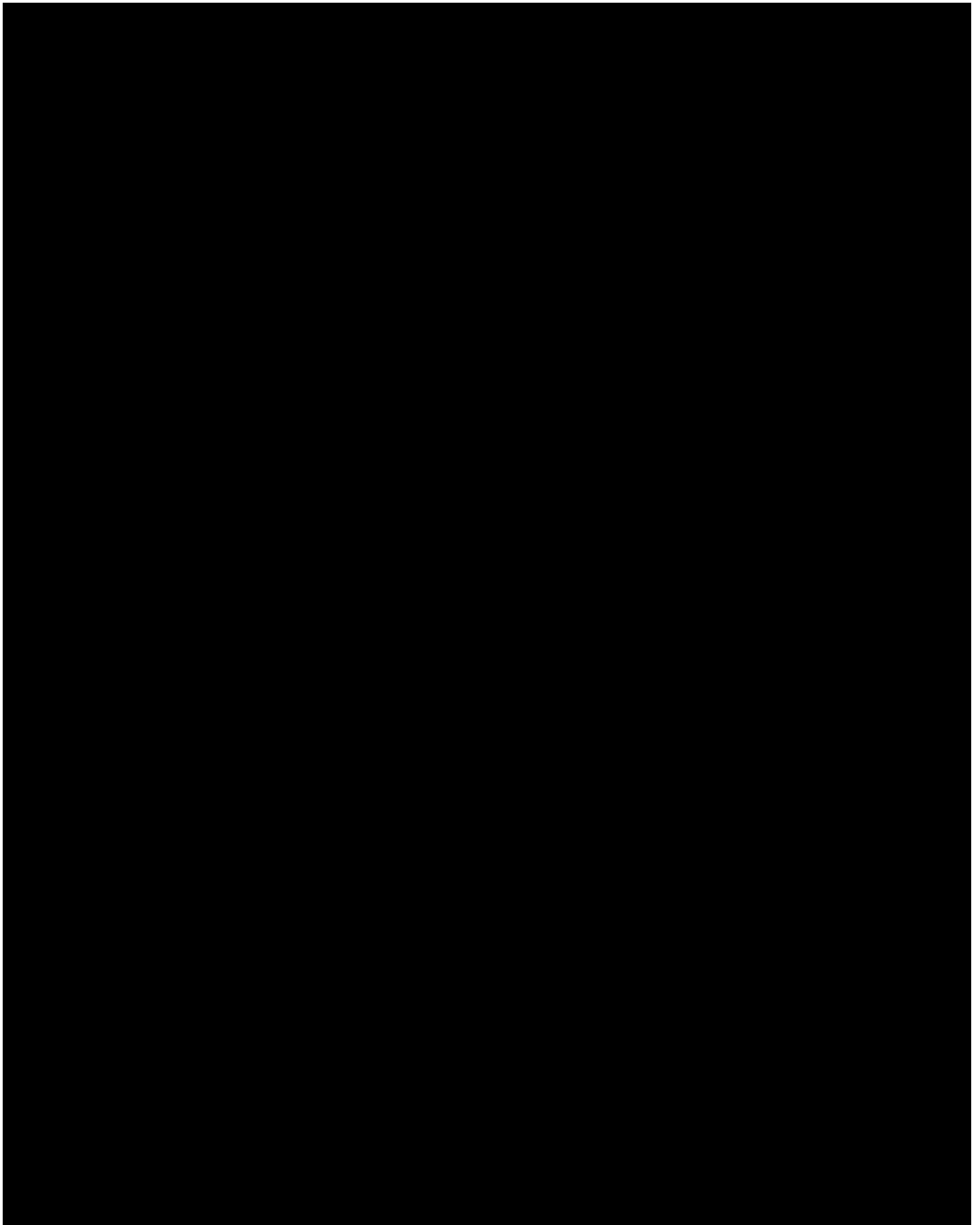
**Division of Municipal Infrastructure  
Form 5 – Contract Change Order Notice**

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**September 2023**

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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.









# Request for Decision (RFD)

**Subject:** Lease Agreement - Corner Brook Arts Centre Association Inc. (Rotary Art Centre)

**To:** Darren Charters

**Meeting:** Regular Meeting - 10 Jun 2024

**Department:** Finance and Administration

**Staff Contact:** Sievendra Maistry, Director of Finance and Administration

**Topic Overview:** The Corner Brook Arts Centre Association Inc. (Rotary Arts Centre "RAC") current lease term has expired. This is a renewal of the lease agreement for a period of three years.

**Attachments:** [RAC Lease renewal - City Hall 07-20-20](#)

## BACKGROUND INFORMATION:

The Corner Brook Arts Centre Association Inc. has operated from its current location since 2012 and is interested in continuing to use the space for its operations. City Hall has been the original and only space for the RAC since its formation. The lease is for a three year period. The Corner Brook Arts Centre Association Inc. is to pay the City of Corner Brook \$1 per month, plus \$1 for every ticket sold for events held at the Centre.

## PROPOSED RESOLUTION:

It is **RESOLVED** to approve the attached three year lease with the Corner Brook Arts Centre Association Inc. (Rotary Arts Centre) from February 1, 2024 to January 31, 2027.

Director of Finance and Administration      Approved - 04 Jun 2024

Administrative Assistant                      Approved - 05 Jun 2024

Director of Recreation Services              Approved - 05 Jun 2024

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City Manager

**THIS AGREEMENT** made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**WHEREAS** the Landlord is the owner of property known as civic address number 5 Park Street in the City of Corner Brook, Province of Newfoundland and Labrador and described in “Schedule A” annexed hereto (hereinafter referred to as “the Property”)

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

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

**Demised Premises:**

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

**Term:**

2.
  - a. The term of lease shall be a period of three (3) years commencing on February 1<sup>st</sup>, 2024 and terminating on January 31<sup>st</sup>, 2027 subject to any rights of termination as otherwise provided in this Agreement.
  - b. Provided that the lease meets its natural term expiry of three (3) years as set out above, and as such has not been terminated under any other provision of this Agreement, the Tenant shall have a right of first refusal to enter into a new

Leasehold agreement with the Landlord on such terms and conditions and for such payments of rent and other as the Landlord may require at that time. This right of first refusal must be exercised at least one month prior to expiry of this term of lease. The Landlord agrees that the rent charged on such renewal shall not exceed fair market value.

**Payments:**

3.
  - a. The Tenant shall pay the Landlord rent consisting of a fixed annual portion of Twelve dollars (\$12.00), inclusive of HST if applicable, payable on signing of this Agreement and on the anniversary date of each year following during tenancy. The rent includes the cost of heat and electricity for the Premises, subject to the provisions of payment for electricity as set out in clause 4 herein.
  - b. In addition to rent, the Tenant shall pay to the Landlord a Use and Occupancy Fee in the amount of One dollar (\$1.00) per ticket for each ticket sold for concerts, art exhibits, and any other events held on the Premises. The Use and Occupancy Fee shall be paid to the City monthly within ten (10) days following the end of each month. The Tenant shall provide to the Landlord, along with its payment, an accounting of tickets sold at each event for the month. Upon request of the Landlords' Director of Finance and Administration, the Tenant shall also provide any additional documentation reasonably required by the Landlord to verify the amount of the Use and Occupancy Fee.
  - c. Provided the Tenant exercises efficiency in its use of utilities, the rent shall cover the cost of heat and electricity. If at any time the Landlord in its sole discretion determines that the Tenant is using an excessive amount of heat and/or electricity the Landlord may provide the Tenant with fifteen (15) days written notice that the Tenant will thereafter be responsible to pay such portion of utilities that the Landlord in its sole discretion deems appropriate to cover the Landlord's increased cost of utilities due to the Tenant's inefficiency.
4. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30<sup>th</sup>) day next following the falling due thereof, at the then current rate of interest charged by the Landlord on outstanding balances owed to the City of Corner Brook as approved by the Landlord in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2020 budget of the Landlord is 10.5% per annum.

**Overholding:**

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

**Termination and Default:**

6. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Tenant has not paid rent, or Use and Occupancy Fees without reasonable justification for such failure to pay, or has failed to make sufficient arrangements in the view of the Landlord to pay arrears, or even though there is reasonable justification for failing to pay has not paid for a period of four consecutive months, or is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate re-entry in the Premises and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule C annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.
7. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Landlord is in default in the performance of any covenants, terms and conditions herein set forth to be performed, save and except for any reduction in services due to picket lines, work stoppages, or other forms of labour unrest of the employees of the Landlord, the Tenant shall have the right to terminate this Agreement within ten (10) days by serving the Landlord with a Notice to Quit in the form set out in Schedule C annexed hereto, with such changes as necessary. Upon expiry of the period set out in the Notice to Quit, the rights of the Tenant and Landlord under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.

8.
  - a. In case of damage to the Premises by fire, lightning, tempest, other acts of God, wars, riots or insurrection restricting the continued use of the Premises, and the Landlord, instead of rebuilding or making the Premises fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 2 herein, terminate this lease on giving to the Tenant within thirty (30) days after the damage notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Premises to the Landlord. The Landlord agrees to give the Tenant an opportunity to put forward its position on whether or not the Landlord shall rebuild or make the Premises fit for the purpose of the Tenant prior to making its decision, provided that the final decision shall be in the sole and absolute discretion of the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.
  - b. Notwithstanding the term of lease set out in clause 2 of this Agreement, in the event that the Premises and/or the Property requires significant capital expenditures, exceeding the sum of Ten Thousand dollars (\$10,000.00) which are necessary for the Tenant to continue in its use of the Premises as an Arts Centre, the Landlord may terminate this lease and discontinue the Tenant's occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto (with such changes as necessary), at least one year prior to the date on which the Premises will be vacated. In the event that it is not possible for the Landlord to provide a full year notice, the Landlord shall pay to the Tenant damages in the amount of one full year of rent, minus the prorated amount of any notice period.
9. Upon termination of the Tenant's occupation of the Premises in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant or any improvements made to the Premises by the Tenant.
10. Upon failure by the Landlord or Tenant to make significant progress towards complying with any covenant(s) incumbent upon it under this Agreement within thirty (30) days after written notice requiring such compliance is given by one party to the other, the party giving notice may enter the Premises and fulfill such covenant(s) at the sole expense of the other party, who shall forthwith upon being invoiced for same reimburse the party giving notice who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents either party from electing to terminate this tenancy for default as provided for in other provisions of this Agreement.

**Quiet Enjoyment:**

11. Subject to the rights of re-entry otherwise provided in this agreement and subject to any necessary re-entry due to an emergency pertaining to the Premises (including but not limited to water or fire emergencies), and subject to the areas indicated on Schedule B as "shared space" and as areas for unobstructed paths to fire exits, the Landlord covenants with the Tenant for quiet enjoyment.

**Tenant's Covenants:**

12. The Tenant covenants with the Landlord:
- a. To pay when due: rent, and Use and Occupancy Fees;
  - b. To vacate the Premises on request of the Landlord in accordance with this Agreement;
  - c. To not make any changes to the Premises, except in accordance with plans submitted to and approved by the Landlord and except as is in keeping with the Leadership in Energy and Environmental Design (LEED) certification of the Property;
  - d. To keep the Premises in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in the Premises and ensure that any cleaning products used are in keeping with the Leadership in Energy and Environmental Design (LEED) certification of the Property. The Tenant shall check with the Landlord if there is any uncertainty in regards to any proposed product meeting this requirement;
  - e. To use the Premises only for the purposes of an Arts Centre as detailed in the "Corner Brook Rotary Arts Centre" business plan dated April 14, 2012 and related activities;
  - f. Not to transfer, assign or sublet their rights under this Agreement without first obtaining written permission of the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting;
  - g. Not to erect any signs, advertisements, or other structure on the outside of the Premises or on the Property without first obtaining the written consent of the Landlord;
  - h. To ensure that nothing is done or kept at or on the Premises which is or may be a nuisance or which causes damage to or interference with normal usage of the Property or any adjoining property;

- i. To ensure that any sound produced on the Premises are kept at a level such that they are not heard in other parts of the Property, including but not limited to the portion of Property that is currently being utilized as a public library;
- j. To ensure that only the Premises are utilized by the Tenant, and no other part or portion of the Property;
- k. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Premises and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- l. To keep the Premises smoke-free and scent free in accordance with the Landlord's policies annexed hereto as "Schedule D" as though the premises were the Landlord's workplace;
- m. Upon termination of the tenancy, at its own risk and expense, to remove from the Premises within the timeframe set out in the Notice to Quit, any chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Premises in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;
- n. To provide the Landlord with access to the Premises in accordance with this agreement;
- o. To ensure that the external doors remain locked and securely closed save and except for those times the doors have been unlocked by the Landlord or when an employee of the Tenant is on duty at the Premises and is providing a reasonably secure level of monitoring public access to the Property;
- p. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, acknowledging that the Tenant is an Agent of the Crown;
- q. To repair and maintain and keep repaired and maintained the Premises in substantially the same condition as of the commencement of lease, reasonable wear and tear through normal use and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing from the Landlord, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted;

- r. To pay all municipal taxes and rates levied against the Premises;
- s. To appoint a representative of the City of Corner Brook, as selected by the Landlord, to be a Director of the Tenant;
- t. To recognize the City of Corner Brook as a top-level sponsor for all Rotary Arts Centre sponsored performances and events, including but not limited to the following benefits:
  - (i) Signage on site;
  - (ii) Written acknowledgment in programs, brochures, and any other promotional materials;
  - (iii) Verbal acknowledgment on any television, radio, or other forms of broadcasting/media advertising the Arts Centre and/or its events;
  - (iv) Six (6) invitations/free show tickets with VIP seating and backstage passes to each Opening performance/show; and
  - (v) Invitation to give a five (5) minute speech at each opening performance/show reception.

The form and content of such recognition, signage, promotional materials and advertising shall be pre-approved by the Landlord;

- u. To permit the Landlord to utilize the Premises ten (10) days per annum for no additional fee on such dates as to be agreed between the parties. The Tenant shall not unreasonably deny the Landlord its preferred dates;
- v. To keep the walkways, steps and doorways clear of snow, ice and any other hazards to pedestrians during all hours of operation on Saturdays and Sundays and after 4:30 p.m. on Mondays through Fridays;
- w. To permit the Landlord or its agents to enter upon the Premises at any time during normal business hours for the purpose of inspecting the Premises and with forty eight (48) hours advance notice for the purpose of making repairs, alterations or improvements to the Premises, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Premises, including but not limited to keys and access codes; and
- x. Subject to the terms of a waiver of distraint agreement dated April 15<sup>th</sup>, 2015 between the Landlord, the Tenant and Humber Community Development



Corporation, the Tenant otherwise waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Premises at any time during the Term is exempt from levy by distress. The Landlord agrees to provide the Tenant with Sixty (60) days written notice prior to exercising its right of distress.

- y. To follow all measures and guidelines that may be required to be put in place by the Landlord, provincial and/or federal authorities in regards to managing the COVID-19 pandemic, or any other public health emergency. The Tenant may be required to provide the Landlord a detailed description of its plan for safe operations. The Landlord may require additional measures or safeguards be put in place to ensure the safety of the Landlord employees, the general public and/or users of the Premises.
- z. The Tenant agrees to provide to the Landlord an annual report along with its financial records, kept in accordance with generally accepted accounting principles and detailing all revenue and expenditures and all fee structures pertaining to its use of the Premises, on or before the thirtieth (30th) day of June each year during the term of lease and during any over holding of the lease.

**Landlord's Covenants:**

13. The Landlord covenants with the Tenant:

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this agreement, and subject to the Landlord's right to the use and enjoyment of the remainder of its Property that does not comprise the Premises;
- b. Where reasonably practicable, to provide notice to the Tenant at least twenty-four (24) hours in advance of any use of the Property that may significantly disrupt the use and enjoyment of the Premises by the Tenant, including but not limited to construction activities, floor maintenance/replacement and floor waxing. It is understood that both the Tenant and the Landlord will work together to coordinate schedules to minimize disruptions to both parties and give each party as much additional notice as possible.
- c. To maintain and pay for real property insurance in respect of the Premises;
- d. To provide snow clearing from November 15<sup>th</sup> to April 1<sup>st</sup>, if necessary, during the hours of 8 a.m. to 5 p.m. Monday through Friday, excepting statutory holidays and such other days that City Hall is not open for business; The Tenant shall be

responsible for any snow clearing required outside of these hours.

- e. To provide, throughout the term of this lease, (subject to such other provisions set out in this Agreement regarding payment for utilities), water, heat and electricity; but the Landlord shall not be liable for the failure to provide such utilities when such failure is beyond the Landlord's control. The Landlord may install a separate meter to observe the electricity usage by the Tenant during the term of this lease.

**As Is/Conversion of Premises:**

14. The Tenant accepts the Premises in the condition existing at the date of signing this Agreement and the Tenant shall be responsible for the cost of any alteration or improvements required in order to use the Premises as an Arts Centre. The Tenant agrees that any improvements made to the Premises by the Tenant shall become the property of the Landlord without any compensation therefor to the Tenant.

**Liability and Indemnity:**

15. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Premises however caused.
16. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Premises or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.
17. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in

connection with any work done for the Tenant at or on the Premises, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

18. The Tenant agrees to indemnify the Landlord for any damage to the Premises or its furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said premises by reason of the use thereof by the Tenant.
19. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by any other Tenant.
20. The Tenant shall, at all times during occupancy of the Premises, at its own expense maintain in force insurance coverage with respect to the contents of the demised Premises and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and occupation of the Premises, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:
  - a. Tenant Legal Liability with a limit of not less than Two Hundred and Fifty Thousand dollars (\$250,000.00) per occurrence;
  - b. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars per occurrence; and
  - c. Property insurance sufficient to cover the contents of the Premises.

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

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


**Notices:**

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

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

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

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

  
Corner Brook Arts Centre Association Inc.  
5 Park Street, Unit 101  
Corner Brook, NL  
A2H 6E1

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

**General:**

- 23.
- a. No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this Agreement at any time shall affect the Landlord's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
- b. No waiver shall be inferred from or implied by anything done or omitted by the Landlord.

- c. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.
  - d. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.
24. It is agreed that whenever a party is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or of any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, including but not limited to the Property becoming unfit to be utilized for the purposes for which it is being leased, the party is relieved from the fulfillment of the obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.
25. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.
26. 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.
27. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Premises and which may be modified only by further written agreement under seal.
28. 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.
29. The provisions of this indenture shall be binding upon and enure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.
30. All Payments under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer:

Director of Finance and Administration

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

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

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

SIGNED SEALED AND DELIVERED  
this \_\_ day of \_\_\_\_\_, 2020 by  
The Tenant in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director

SIGNED SEALED AND DELIVERED  
this \_\_\_day of \_\_\_\_\_, 2020 by  
The Landlord in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Manager

Schedule "C"

**NOTICE TO QUIT**

*Corner Brook City Council (CBCC)* hereby gives notice to *Corner Brook Arts Centre Association Inc. (CBACA)* to quit occupation of the Premises known as civic address #5 Park Street, in the City of Corner Brook, Province of Newfoundland and Labrador on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ in accordance with clause(s) \_\_\_ of the Agreement between CBCC and CBACA dated \_\_\_\_\_.

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

Signed on behalf of CBCC by:

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





# Request for Decision (RFD)

**Subject:** Request to purchase City land behind 59 Carberry Road

**To:** Sievendra Maistry  
**Meeting:** Regular Meeting - 10 Jun 2024  
**Department:** Finance and Administration  
**Staff Contact:** Brandon Duffy, Land Management Supervisor  
**Topic Overview:** To execute a purchase and sale agreement with the owners of 59 Carberrys Road  
**Attachments:** [Survey 22533-1 - 59 Carberrys Road](#)  
[59 Carberrys sketch 2024](#)  
[59 Carberrys Road PSA june 2024](#)

## BACKGROUND INFORMATION:

Land Management was approached by the owner of 59 Carberrys Road with a request to purchase a piece of City land located behind their property for the purpose of expanding their back yard to construct a garage.

The City land is located within the future MacDonald Brown Subdivision and has an approximate area of 393 m<sup>2</sup> (3,864 ft<sup>2</sup>).

If approved, the conditions of the sale would include:

1. Should a survey be needed to complete the sale, the Buyer bears responsibility for this,
2. The Buyer will apply to have the City land consolidated with his existing parcel.
3. The Purchaser agrees that the Property will not affect the development or sale of the adjacent lots located in the future MacDonald Brown Subdivision

## PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the purchase and sale agreement between the City of Corner Brook and the owner of 59 Carberrys Road for City land located behind 59 Carberrys Road.

## FINANCIAL IMPACT:

Price will be \$35,500.00.

## GOVERNANCE IMPLICATIONS:

Policy

Other  
City of Corner Brook Policy  
07-08-05

**Legal Review:** No

**RECOMMENDATION:**

Staff recommends Council approve the sale of City land to the owner of 59 Carberrys Road for City land located behind his 59 Carberrys Roadproperty.

**ALTERNATIVE IMPLICATIONS:**

1. Sell the Land

- Advantage: Land will be maintained, additional tax revenue & revenue from the sale
- Disadvantage: City will lose control of the land

2. Don't Sell the Land

- Advantage: City will maintain control of the land for other possible developments in the future
- Disadvantage: Land will not be developed and loss of potential revenue

Director of Finance and Administration	Approved - 06 Jun 2024
Administrative Assistant	Approved - 06 Jun 2024
Director of Recreation Services	Approved - 07 Jun 2024

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City Manager

**DESCRIPTION OF LAND FOR  
STEPHEN AND DIANNE BOUTCHER  
CIVIC NO. 59 CARBERRY'S ROAD  
CORNER BROOK, NL**

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

Beginning at a survey marker, the said point being the most northerly angle of the herein described parcel and having Grid co-ordinates of North 5,421,977.394 and East 342,892.120 as referenced from Monument 94G5044;

Thence running by land of the City of Corner Brook, south thirty degrees eight minutes nineteen seconds east (S 30° 08' 19" E) thirty-seven decimal nine three two (37.392) metres to a survey marker;

Thence running along the northerly limit of a Road Allowance, fifteen (15) metres wide, south sixty-three degrees thirty minutes twenty-five seconds west (S 63° 30' 25" W) fifty-nine decimal one two one (59.121) metres to a survey marker;

Thence running along the easterly limit of Carberry's Road, eighteen (18) metres wide, along a curve in a clockwise direction having a radius of eight decimal zero nine five (8.095) metres to a survey marker which is distant seven decimal three seven three (7.373) metres as measured on a bearing of north seventy-three degrees fifty-nine minutes thirty-five seconds west (N 73° 59' 35" W);

Thence continuing along the easterly limit of Carberry's Road, eighteen (18) metres wide, north thirty-one degrees twenty-nine minutes thirty-five seconds west (N 31° 29' 35" W) fourteen decimal zero zero zero (14.000) metres to a survey marker;

Thence running by land of [REDACTED], north sixty-three degrees thirty minutes twenty-six seconds east (N 63° 30' 26" E) thirty-five decimal one two one (35.121) metres to a survey marker;

Thence running by the aforesaid land of [REDACTED], north thirty-one degrees twenty-nine minutes thirty-five seconds west (N 31° 29' 35" W) nineteen decimal zero zero zero (19.000) metres to a survey marker;

Thence running by the aforesaid land of the City of Corner Brook, north sixty-three degrees thirty minutes twenty-five seconds east (N 63° 30' 25" E) twenty-nine decimal nine zero zero (29.900) metres, more or less, to the point of beginning and being more particularly shown and delineated on the attached plan;

The above described land is subject to a portion of a utility easement, seven decimal four (7.4) metres wide, as shown and delineated on the attached plan;

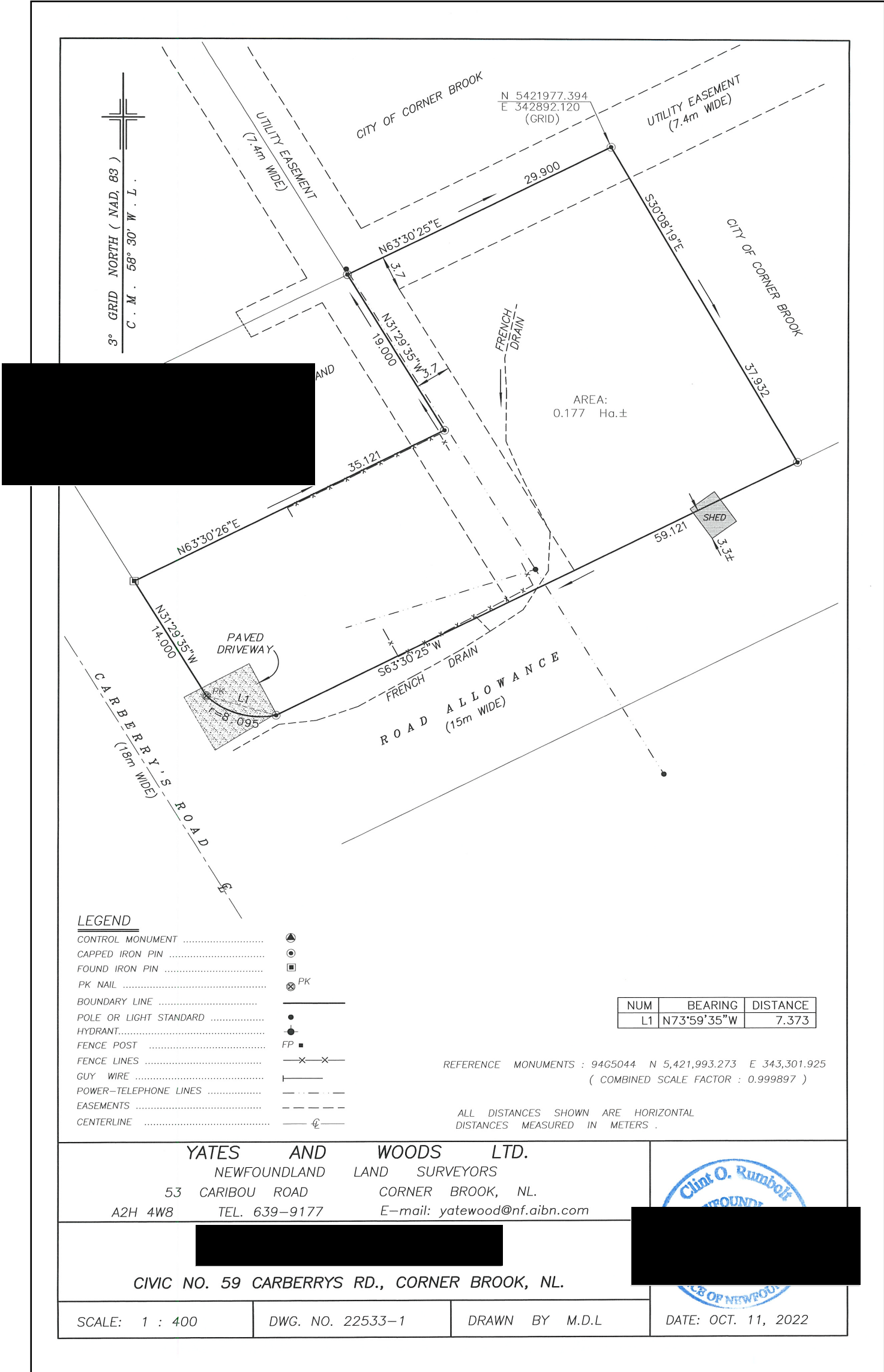
The above described land contains an area of zero decimal one seven seven (0.177) hectares, more or less;

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

Yates and Woods Limited  
22533-1

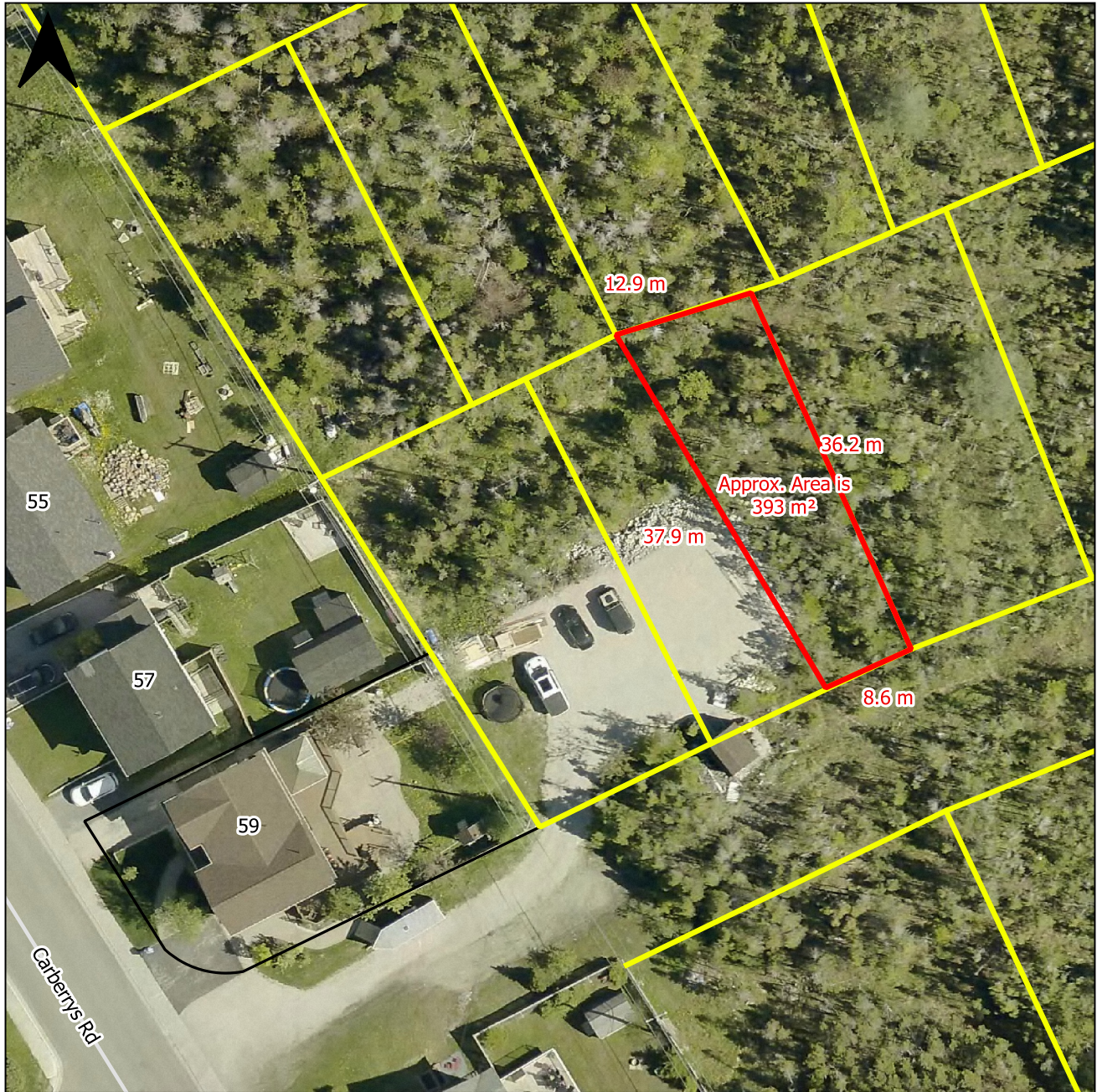
Oct. 11, 2022











Schedule "A"



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



**Location of Land  
Adjacent to 59 Carberrys Road**

DRAWN BY:	DATE: 03-07-2022	SCALE: 1:500	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0

Project Path: E:\Users\bduffy\OneDrive\GIS\FreshMaster\_Map.dwg

**AGREEMENT OF PURCHASE AND SALE**

**THIS AGREEMENT** made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this \_\_\_\_\_ day of June, 2024.

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

**AND** \_\_\_\_\_, both of the City of Corner Brook, in the Province of Newfoundland and Labrador as joint tenants and not as tenants in common (hereinafter referred to as "the Purchasers ")

**WHEREAS** the Seller owns property located near 59 Carberry's Road in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

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

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

**PROPERTY AND PURCHASE PRICE**

1. The Seller hereby agrees to sell and the Purchasers agrees to purchase the Property located near 59 Carberry's Road in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of Thirty Five Thousand Five Hundred Dollars (\$35,500.00) plus taxes in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

**DEPOSIT**

2. The Purchasers submits with this offer the sum of Eleven Thousand dollars (\$3,550.00) payable to the Seller as a deposit to be held in trust, pending completion or other termination of this agreement and to be credited towards the purchase price on completion. The balance of the Purchase Price to be paid on Closing.

**CLOSING**

3. This agreement shall be completed on or before the 12<sup>th</sup> day of July, 2024 (hereinafter called the "closing" or "closing date").

**TITLE SEARCH**

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

**CONVEYANCE**

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

#### ADJUSTMENTS AND HST

- 6.
- a) All interest, rentals, taxes and rates on the premises, and assessments are to be adjusted to the date of closing. For further clarity, while The Seller do not pay municipal taxes, The Purchasers will pay municipal tax in the year of Closing based on the amount of municipal taxes that would have been levied against the property and business if The Purchasers had owned the property on January 1<sup>st</sup> of the year of Closing. That sum would then be adjusted to the date of closing such that The Purchasers would pay taxes prorated from the date of closing to the end of the year of Closing. The cost of municipal improvements, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed as of the date of this agreement, are to be paid by the Seller on or before the closing date unless otherwise stated.
  - b) Except as otherwise provided in this agreement, if this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, such HST shall be added to the Purchase Price and will be remitted in accordance with the applicable legislation.

#### SUBDIVISION/CONSOLIDATION

7. The Property is being sold on the condition that the Purchasers will apply to the Vendors Community Services Department for consolidation with the Purchasers existing 59 Carberry's Road property. When consolidated the Purchasers hereby agrees that the property will not be subdivided without written approval from the Seller

#### SURVEY

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

#### CONDITIONS

9. The Purchasers agrees that the Property will not affect the development or sale of the adjacent lots located in the future MacDonald Brown Subdivision

#### TENDER

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

#### AS IS WHERE IS/PURCHASERS ACCEPT LIABILITY

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

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

#### SURVIVE CLOSING

12.

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

#### OVERDUE PAYMENTS

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

#### BINDING

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

#### NON-WAIVER

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

#### CUMULATIVE RIGHTS

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



NO COLLATERAL AGREEMENTS

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

PAYMENTS

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

SEVERABILITY

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

JURISDICTION

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

NOTICE

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

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

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

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

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

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

DATED AT \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNED, SEALED & DELIVERED  
in the presence of:

IN WITNESS WHEREOF I have  
hereunto set my hand and seal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor or Deputy Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk or City Manager

DATED AT \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNED, SEALED & DELIVERED  
in the presence of:

IN WITNESS WHEREOF I have  
hereunto set my hand and seal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[REDACTED]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
[REDACTED]



# Request for Decision (RFD)

**Subject:** Confirmation of Order - 2024-01

**To:** Deon Rumbolt  
**Meeting:** Regular Meeting - 10 Jun 2024  
**Department:** Development and Planning  
**Staff Contact:** James King,  
**Topic Overview:** Confirmation of Order  
**Attachments:** [Stop Work Order - 68 Pratt Street](#)

## BACKGROUND INFORMATION:

Since the previous meeting of Council the following Order was issued by the Department of Community, Engineering, Development & Planning and therefore must be confirmed by Council pursuant to Section 109(4) of the Urban and Rural Planning Act:

Order #	Date of Issue	Civic Address/Location	Violation/Section	Order
2024-01	May 28, 2024	68 Pratt Street	Section 8 of the City of Corner Brook Development Regulations	Stop Work Order

Section 109(4) of the Urban and Rural Planning Act 2000 requires that all orders issued by the Authority be confirmed by a majority of Council at the next meeting of the Council after the order is made. If the order is not confirmed by Council in this manner, it shall be considered to be cancelled.

## PROPOSED RESOLUTION:

In accordance with Section 109(4) of the Urban and Rural Planning Act the following Stop Work Order is hereby confirmed by Council, Order #2024-01.

## GOVERNANCE IMPLICATIONS:

Bylaw/Regulations  
8

## RECOMMENDATION:

City staff recommend that Council confirm this Stop Work Order.

## ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook confirm Order #2024-01 pursuant to Section 109(4) of the Urban and Rural Planning Act.
2. That the Council of the City of Corner Brook not confirm Order #2024-01 pursuant to Section 109(4) of the Urban and Rural Planning Act.
3. That the Council of the City of Corner Brook give other direction to Staff.

Administrative Assistant  
Director of Recreation Services

Approved - 05 Jun 2024  
Approved - 06 Jun 2024  
Approved - 06 Jun 2024

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City Manager



**STOP WORK ORDER**

2024-01

To:



WHEREAS the City of Corner Brook has concluded that you are carrying out development by excavating land and constructing a retaining wall on property located at municipal number 68 Pratt Street (hereinafter called "the Property").

AND WHEREAS no permit has been issued for the excavation of land and construction of a retaining wall on the Property as required by Section 8 of the City of Corner Brook Development Regulations.

**YOU ARE HEREBY ORDERED** under Section 102 of the Urban and Rural Planning Act to stop all work immediately and restore the Property to a condition that existed prior to work taking place OR obtain the required permit(s) for any work on the Property by no later than June 15, 2024.

Under Section 106 of the Urban and Rural Planning Act, 2000 any person who contravenes an order made under the act is liable, upon summary conviction, to a fine of not less than \$500 and not more than \$1000 for the first offence, or in default of payment a period of imprisonment not exceeding three months, and a fine of not less than \$2000 and not more than \$5000 for a subsequent offence, or in default of payment a period of imprisonment not exceeding six months.

Under Section 102 (5) of the Urban and Rural Planning Act, 2000 where a person to whom an order is directed under this section does not comply with the order or part of it, the council, regional authority, authorized administrator or minister may take the action that it considers necessary to carry out the order and any costs, expenses or charges incurred by the council, regional authority, authorized administrator or minister in carrying out the order are recoverable against the person against whom the order was made as a debt owed to the council, regional authority, authorized administrator or the Crown.

You have the right to appeal this Order within fourteen (14) days of its receipt by completing and submitting the attached appeal form, the appeal fee of \$230 (\$200+HST) and supporting documentation to:

West Newfoundland Regional Appeal Board  
4th Floor (West Block)  
Confederation Building  
P.O. Box 8700  
St. John's, NL A1B 4J6

Dated at the City of Corner Brook, this 28<sup>th</sup> day of May, 2024 A.D.



City Clerk  
City of Corner Brook

