



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

CITY CLERK

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ADJOURNMENT

Land Acknowledgement

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

**MINUTES OF A COMMITTEE OF THE WHOLE OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 23 SEPTEMBER, 2024 AT 7:00 PM**

PRESENT:

Mayor	J. Parsons	T. Flynn, Director of Protective Services
Deputy Mayor	L. Chaisson	S. Maistry, Director of Finance and Administration
		P. Robinson, Director of Recreation Services
Councillors:	P. Gill	D. Burden, Director of Engineering, Development and Operations
	V. Granter	J. Smith, City Clerk
	B. Griffin	R. Teliz, Sergeant-At-Arms
	P. Keeping	
	C. Pender	

Absent with regrets: D. Charters, City Manager

COW24-79 Land Acknowledgement

Deputy Mayor L. Chaisson read the Land Acknowledgement

COW24-80 Approval of Agenda

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

Councillor P. Gill entered at 7:01 p.m.

COW24-81 Approval of Minutes - Regular Meeting September 9, 2024

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is **RESOLVED** to approve the minutes of the Regular Meeting of September 9, 2024 as presented. **MOTION CARRIED.**

COW24-82 Business Arising From Minutes

No business arising.

COW24-83 Protective Services Statistics - August 2024

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

- Municipal Enforcement received 132 calls for services;
- Animal Control received 29 calls for services;
- There were 49 Parking related violations issued;
- Corner Brook Fire Department received 55 calls for service;
- PSAP received a total of 8984 calls of which 6138 were transferable.

Councillor C. Pender requested a point of order as he declared that Councillor P. Gill may be in a conflict of interest as she serves on the Western Regional Services Board.

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** that Deputy Mayor L. Chaisson and Councillor P. Gill are in a conflict of interest with regards to discussion regarding regional fire services request from the Western Regional Service Board as they are both members of the Board. **MOTION CARRIED. [Mayor J. Parsons and Councillor B. Griffin voted against the motion].**

Mayor J. Parsons declared a point of order.

COW24-84 2024 Public Works Summary From June 19th to September 6th, 2024

Deputy Mayor L. Chaisson presented an update on the Public Works operation for the period of June 19 to September 6th, 2024 as follows:

- lawn repairs were completed;
- Line painting was completed;
- Curb and Manhole repairs are ongoing and will continue into late fall;
- Crews have been cleaning catch basins of excessive debris and storm sewers in potential flood areas will be flushed in the coming weeks;
- Crews rechanneled existing ditches on Windsor Street, Ariceen Place, and Confederation Drive. Other areas that require work will be done in October;
- 6 Needle disposal bins were installed onto existing garbage cans on Church Street, West Street, Main Street, Wellington Street, Leggo's Avenue, and Broadway;
- 334 calls for service with the top 3 being Road Maintenance/Potholes, Curb, and Lawn Repairs.

COW24-85 Water and Wastewater Work Summary June 17th to September 6th, 2024

Deputy Mayor L. Chaisson presented an update from the Water & Wastewater Division from June 17 to September 6, 2024 as follows:

- 218 Water and Wastewater Complaints were received with the top two requests being for Water shut-off requests (33) and Water Leaks (21);
- issued a total of 44 Water and Wastewater Media Releases;
- Water and Wastewater Recoverable Works totaled \$6251.54;
- completed a total of 18 Water and Wastewater Repairs;
- additional maintenance includes City and privately owned hydrant maintenance, Trout Pond intake screens cleaning, water main flushing, Bio-Green wastewater treatment cell upgrade, 5 of 10 sanitary sewer lift stations complete, sanitary sewer flushing complete, root cutting on hold until combination cleaner truck is repaired;
- splash pad closed on Aug 30th (early due to failure of water pump);
- provided support for various Capital Works projects;

- Upcoming maintenance includes the repair of 5 watermain valves, complete remaining annual maintenance, winterize splash pad;
- Water Treatment plant maintenance includes work on DAF, Soda Ash System, Chlorine Room Exhaust Fan, Polymer Day Tank, Turbidity Analyzer, Corrosion Control, and various inspections. Upcoming maintenance includes work on filters and DAF Common Channel, Flash Mix Chamber, Media Filter #2, Flow Control Calve and Actuator, and back up generator service.

COW24-86 Community Market Feasibility Study

Councillor B. Griffin presented a report about the City, in partnership with local funding agencies, embarking on a Feasibility Study to evaluate the establishment of a community market space. The initiative aims to provide a vibrant venue that supports local commerce, community engagement, and cultural events.

COW24-87 Development, Planning, and Community Services

Councillor B. Griffin presented an update from Community Services, Development and Planning as follows:

Development and Planning

- **8 Grenfell Drive** - Dairy Queen occupancy proposed for early November;
- **29 Lundrigan Drive** - new building work ongoing;
- **40 North Shore Highway (Mt. Patricia Cemetery extension)** - permits issued, work ongoing;
- **336 Curling Street - 4 unit apartment building** - permits issued, work ongoing;
- **4 St. Mark's Avenue - Fillatre's Funeral Home (extensions)** - permits issued and construction is progressing;
- **1 Mt. Bernard Avenue - Counter Balance Gym Extension** - permit issue, work progressing;
- **4 Herald Avenue - Annex converted to apartment building** - architectural drawing received;
- **Industrial Park Study** - a request for proposals have been released for consulting services to determine where and how industrial park land can be developed and at what cost;
- **44 Confederation Drive** - new car dealership permit complete for phase 1;
- **55 Lundrigan Drive** - warehouse expansion, permits issued for foundation and structural steel;
- **21 Mt. Bernard Avenue** - 33-unit apartment building partial permit issued for site works & foundation;
- **86 West Street** - new eatery occupancy permit issued;

Business Development

- **Downtown Business Improvement Association (BIA)** - all groundwork is completed and they are awaiting approval of the name and to incorporate. Staff will call a meeting of downtown businesses to start the formal process to set up the organization;
- **FACE, Blade Sign, AWESOME** - more applications are being reviewed.

COW24-88 Financial Update - August

Councillor P. Gill presented an update from the Finance and Administration Department for the year to date ending August 2024 as follows:

- total revenues was \$37,303,446 against a budget of \$36,042,573;
- total expenses was \$21,444,500 against a budget of \$25,441,222.

COW24-89 Capital Project and Engineering Committee Updates

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

- Recreation Centre is 95% complete with substantial completion anticipated late November;
- Mount Bernard Avenue - road opened to through traffic August 25, remainder of asphalt to be completed Spring 2025;
- Deep Gulch Brook Culvert Replacement - Rip Rap at outfall placed, footing pour scheduled;
- Curling Street Retaining Wall Replacement - project commenced June 3rd, new water line has been installed, slope stabilization to be completed, Bell underground duct bank removed, anticipated completion end of October;
- Transportation Study - Final report expected by the end of September;
- Transit Accessibility Study and Implementation Plan - the study continues and the final report is expected Mid-October;
- Intersection Improvements (Elizabeth Street/O'Connell Drive) - design is underway. Fall tender planned with Spring 2025 installation;
- Curling Street Storm Sewer - Project is approximately 50% complete;
- Main Street Pedestrian Bridge - construction started September 16th and Old bridge has been removed;
- Old Humber Road Retaining Wall - project approximately 50% complete;
- 2024 Paving Program - asphalt portion is 95% complete with one street remaining;
- Great Trail Phase II - Curb work continues with anticipated completion November 2024;
- City Hall Atrium Lighting - trials are being conducted in Atrium to determine the optimal product for desired effect.

COW24-90 Civic Centre Summer Update

Councillor P. Keeping provided a Civic Centre Summer update as follows:

- There were a number of events held at the Civic Centre over the summer including Michelle Russell – Canada’s Top Psychic, Michelle Russell – Canada’s Top Psychic, Gerroid McCarthy - Irish concert, Autocross, Thomas Amusements, and Hockey Newfoundland and Labrador’s High Performance Program (HPP) - male and female provincial team selections U14, U15 & U16;
- Activities and Programing include Hall Hockey, summer camps, graduations and ceremonies;
- meeting spaces were busy with banquets and training sessions;
- The ice is busy with Silver Blades, Corner Brook Minor Hocky, AAA tournaments, and Senior hockey (Royals) expected to begin in November;
- Fall is busy with craft fairs, meetings, training seminars, Seniors Day on October 1, Agrifoods show, and Tom Green comedy show;
- Studio programing starting up Active Tots, Pickleball, Volleyball West, and Grenfell recreation.

Councillor V. Granter acknowledged two Corner Brook residents, Jamie Schwartz and Bill Butt, who recently competed and won gold in 4.0 Men’s Doubles in the National Pickleball Championships in Bedford, Nova Scotia.

COW24-91 Recreation Services Update

Councillor P. Keeping provided a Recreation Services update as follows:

- June was Recreation Month - residents were challenged to spend time outside, try new fitness activities and focus on their well-being. Many residents participated and three winners received a prize for their efforts;
- Sounds of Summer kicked off in June with The Griffin’s playing at Bartlett’s Point Park, followed by performances within Jigs N Wheels and ending with an Orientation concert for returning Students in Margaret Bowater Park;
- Canada Day was a great day overall as we celebrated our country, Memorial Day in Newfoundland and opened Margaret Bowater Park pool. Thank you to the Government of Canada for their support on this event and the YMCA for hosting the Community Breakfast;
- Corner Brook Day took place in collaboration with Jigs N Wheels and brought a number of participants to Margaret Bowater Park, Majestic Lawn and West Street. There was live entertainment, vendors and children’s activities all over the City;
- The 5th Annual Ribfest event took place August 9-11th in Margaret Bowater Park. The combination of food, music and fireworks brought out record crowds;
- Margaret Bowater Park Pool opened July 1st and closed on August 27th. It was a successful summer with an active, professional

lifeguarding staff paired with canteen services by Humber Valley Employment Corporation;

- Some sport tourism highlights for summer 2024 include the Corner Brook Baseball Association's Mary Tavenor tournament hosting 40 teams at Jubilee field and Corner Brook United Soccer Club's U13 boys and girls Mega Tournament which brought 27 teams and their families to Corner Brook. Outdoor pickleball is also on the rise and the club hosted the 2nd annual Marina Redmond Memorial Pickleball tournament this summer at the Corner Brook Tennis Club Courts.

COW24-92 Retaining Wall - Curling Street - Change Order No. 4

On motion by Councillor C. Pender, seconded by Councillor P. Gill, it is **RESOLVED** that the City of Corner Brook Council approve Change Order no. 4 for the Retaining Wall, Curling Street in the amount of \$169,756.10 (HST Included) for West Coast Excavating & Equipment Co. Ltd. **MOTION CARRIED.**

COW24-93 City Hall Cleaning Service 2024-22

On motion by Councillor V. Granter, seconded by Councillor P. Gill, it is **RESOLVED** that the City of Corner Brook Council award the Tender to Blair Holdings Limited in the amount of \$483,808.26 (HST Included) for the 36-month term, for the City Hall Cleaning Services (2024-22). **MOTION CARRIED.**

COW24-94 Supply of Water Treatment Chemicals - Soda Ash 2024-20

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is **RESOLVED** that the Corner Brook City Council award the Contract for the Supply of Water Treatment Chemicals - Soda Ash (2024-20) at the Tender price of \$158,700.00 (HST Included) per year for a 2-year standing offer to Quadra Chemicals Ltd. **MOTION CARRIED.**

COW24-95 Supply of Water Treatment Chemicals - Polyaluminium Chloride Coagulant 2024-21

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is **RESOLVED** that the Corner Brook City Council award the Supply of Water Treatment Chemicals - Polyaluminium Chloride Coagulant (2024-21) at the Tender price of \$773,547.50 (HST Included) per year for a 2-year standing offer to Kemira Water Solutions Canada Inc. **MOTION CARRIED.**

COW24-96 RouteSmart Technologies 1 Year Subscription for ArcGIS Pro - Street Service Routing

On motion by Councillor V. Granter, seconded by Councillor P. Gill, it is **RESOLVED** that the council approve the 1-year subscription of ArcGIS Pro-Street Service Routing for the price of 11,880 USD (HST excluded) from RouteSmart Technologies. **MOTION CARRIED.**

COW24-97 Green & Inclusive Community Buildings Program

On motion by Councillor P. Gill, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** that the council of the City of Corner Brook authorize staff to submit an application for funding through the Green and Inclusive Community Buildings Grant for the purpose of retrofitting the Corner Brook Civic Centre.

MOTION CARRIED.

COW24-98 The Ultimate Recipient Canada Community-Building Fund (CCBF) Agreement

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** to execute the 2024-2034 Ultimate Canada Community Building Fund Agreement as presented. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 8:51 p.m.

City Clerk

Mayor



Information Report (IR)

Subject: Proclamations and Events

To: Darren Charters

Meeting: Regular Meeting - 07 Oct 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: [Proclamation City of Corner Brook](#)
[Foster Families Month Proclamation Corner Brook](#)

BACKGROUND INFORMATION:

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

- **October 1-4, 2024 was declared Cadet Week-** Canada and its youth have been well served by the Canadian Cadet Organization since 1879. They give youth the opportunities to develop citizenship, leadership, and a healthy lifestyle.
- **October was declared Foster Families Month-** foster families provide a safe and nurturing environment for the children/youth in their homes. They are celebrated as valued members of their communities for their contribution to the well-being of our province.

City Clerk Approved - 02 Oct 2024

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

Administrative Assistant Approved - 02 Oct 2024

City Manager



Proclamation

WHEREAS Canada and its youth have been well served by the Canadian Cadet Organization since 1879,

CONSIDÉRANT que le Canada et sa jeunesse ont bien été servis par les Organisations de cadets du Canada depuis 1879,

AND WHEREAS, the Canadian Cadet Organization in Newfoundland and Labrador have operated successfully in many communities since 1949,

ET CONSIDÉRANT que les Organisations de cadets du Canada à Terre-Neuve-et-Labrador ont opéré avec un grand succès dans plusieurs communautés depuis 1949,

AND WHEREAS, the Canadian Cadet Organization give youth the opportunities to develop citizenship, leadership and a healthy lifestyle,

ET CONSIDÉRANT que les Organisations de cadets du Canada donnent à la jeunesse les opportunités de développer des qualités de bons citoyens, de leadership et d'un mode de vie sain,

THEREFORE, BE IT RESOLVED that the week of October 1 to October 6, 2024, shall be declared Cadet Week in Corner Brook, Newfoundland and Labrador.

PAR CONSÉQUENT, QU'IL EN SOIT RÉSOLU que la semaine du 1 octobre jusqu'au 6 octobre, 2024 soit déclarée la Semaine des Cadets dans la Corner Brook, Terre-Neuve.

AND THEREFORE, all citizens are encouraged to celebrate this special week by conducting celebrations and activities throughout the community.

ET PAR CONSÉQUENT, tous les citoyens et citoyennes sont encouragés à célébrer cette semaine toute spéciale en tenant des célébrations et activités dans la communauté.

Signed at Corner Brook, Newfoundland & Labrador on this 1st day of October in the year 2024.

Signé à Corner Brook, Terre-Neuve-et-Labrador sur ce 1er jour de octobre de l'année 2024.

Jim Parsons, Mayor of the City Corner Brook,
Newfoundland and Labrador



PROCLAMATION

WHEREAS: Newfoundland and Labrador Foster Families provide a safe and nurturing environment for the children/youth in their homes,

WHEREAS: the City of Corner Brook recognizes the important role of Foster Families in the Child Protection system in our province and the role of Foster Families Newfoundland and Labrador.

WHEREAS: Foster Families are celebrated as valued members of their communities for their contribution to the well-being of our province and our country.

NOW therefore I, Jim Parsons, Mayor of the City of Corner Brook,

do hereby proclaim October

FOSTER FAMILIES MONTH

Dated at Corner Brook Newfoundland and Labrador this 1st day of October 2024.

*Jim Parsons
Mayor of City of Corner Brook*

Stephanie Lowe
Foster Parent



Request for Decision (RFD)

Subject: Confederation Drive Lane Reduction and Improvements - Consultant Fee Request

To: Darren Charters
Meeting: Regular Meeting - 07 Oct 2024
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Englobe - CFP Redacted](#)

BACKGROUND INFORMATION:

This RFD is intended to address the selection of a Prime Consultant related to the Confederation Drive Lane Reduction and Intersection Improvements. The project consists of geometric modifications to Confederation Drive from the intersection of West Valley Road roundabout to approximately 50 meters beyond the intersection of the Corner Brook Plaza entrance; incorporating the intersection of Maple Valley Road; and installation of a storm sewer system to collect street runoff. The City of Corner Brook requested proposals to select a Prime Consultant for the project.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook accept the proposal submitted by Englobe Corp. for the Confederation Drive Lane Reduction and Intersection Improvements in the amount of \$68,916.41 (HST Included). The Corner Brook City Council authorizes the City Manager to sign the PCA agreement with the Consultant, Englobe Corp. on behalf of the City of Corner Brook.

FINANCIAL IMPACT:

The City of Corner Brook will be applying for funding in the future to complete the construction of this project. This RFD is to cover the Engineering design for this project. 2024 City COR Funding has been allocated for the Engineering work

Finance Type: Funding

City Manager

CONSULTANT FEE PROPOSAL

Project Name	Confederation Drive Lane Reduction and Improvements - City of Corner Brook
Town Representative	Erik Neilson
Firm	Englobe Corp
Date Submitted	October 2, 2024

Consultant Fee Proposal

Schedule II in PCA	Fee
<u>Basic Services</u>	
Preliminary Engineering	\$11,560.00
Design and Contract Documents	\$8,745.00
Tendering and Contracts Award	\$1,235.00
Contract Administration	\$5,420.00
Project Completion Phase and Record Drawings	\$2,740.00
<u>Other Additional Services (at cost) - List Additional Required Services as required:</u>	
Resident Services during Construction – 300 hours as per consultant feerequest.	\$18,000.00
Commissioning	\$0.00
Prime Consultant Project Expenses for Above Services	\$2,700.00
<u>Sub Total Service Fees</u>	\$50,400.00
<p><u>Reimbursable Expenses:</u> ENSURE YOU CONFORM TO POSTED GOVERNMENT RATES AND HST APPLICABILITY. Please note that meal rates and mileage rates as posted on the government sites INCLUDE HST so exercise caution on how expenses are calculated. Expenses incurred by your own company (included above) such as photocopying, etc. are eligible for adding HST. Please use correct numbers if you will be adding HST to expenses for mileage and meals.</p>	
Meals - Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/meal-rates/ Breakfast - \$9.60, Lunch - \$16.80, Dinner - \$26.04 (all HST Included) Breakfast - \$8.34, Lunch - \$14.60, Dinner - \$22.64 (all HST excluded)	\$105.81
Travel – for the following visits. Preliminary Site Visit – 1 Visit, Substantial and Final Inspection plus Commissioning – 1 Visit, Warranty Inspection – 1 Visit. Total of 3 Visits. Automobile Reimbursement Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/auto-reimbursement/ October 1 – 30, 2022 - \$0.0000 (HST Included) - \$0.0000 (HST Excluded)	\$621.50
Accommodation	\$300.00
<u>Sub Total Reimbursable Expenses</u>	\$1,027.31

CONSULTANT FEE PROPOSAL

Project Name	Confederation Drive Lane Reduction and Improvements - City of Corner Brook
MI Representative	Erik Neilson
Firm	Englobe Corp
Date Submitted	October 2, 2024

Schedule III in PCA	
Additional Reimbursable Allowances	
Site Surveys (Include in Level of Effort unless 3 rd party include here)	N/A
Materials Testing	\$2,500
Concrete Testing	\$2,500
Asphalt Extractions	\$1,000
Compaction Testing	\$2,500
Sub Total Additional Reimbursable Allowances (Transfer to Schedule II of PCA)	\$8,500.00
Sub – Total (excluding HST)	\$59,927.31
HST (on subtotal above)	\$8,989.10
Reimbursable Expenses (Only use this line if your reimbursable expenses were calculated with HST included rates, otherwise use the line item above)	N/A
Total fee – (HST Inclusive)	\$68,916.41

Please note that bidders shall provide level of effort costing on a separate sheet. Bidders will be responsible for itemizing all costs for all work, and to subdivide total fee into the line items identified in the Fee Proposal.

CONSULTANT FEE PROPOSAL

Project Name	Confederation Drive Lane Reduction and Improvements - City of Corner Brook
MI Representative	Erik Neilson
Firm	Englobe Corp
Date Submitted	October 2, 2024

Hourly Rates for this Project		
Additional work or changes in scope may occur. Please provide hourly rates for all discipline staff that will be assigned to this project and the fee for any additional work on an hourly basis. These fees will be in force for the entire duration of the project. Changes to the project team shall not be made without written approval from Transportation and Infrastructure.		
Professional	Rate	Assigned Team member
Senior Advisor	\$175.00	
Senior Engineer	\$155.00	.
Intermediate Engineer III	\$125.00	:
Intermediate Engineer II	\$100.00	
Intermediate Engineer I / PM	\$100.00	
Junior Engineer	\$85.00	
Senior Technologist	\$150.00	
Intermediate Technologist	\$90.00	
Junior Technologist	\$60.00	
Field Technologist II	\$75.00	
Administrator	\$65.00	
Other: Resident Site Inspector	\$60.00	
Other: Project Manager	\$85.00	
Other: Construction Supervisor	\$125.00	

<input checked="" type="checkbox"/> We have resources available to complete the design within the prescribed schedule. <input type="checkbox"/> We propose the following schedule: - Please provide schedule.
Other Comments

CONSULTANT FEE PROPOSAL

Project Name	Confederation Drive Lane Reduction and Improvements - City of Corner Brook
MI Representative	Erik Neilson
Firm	Englobe Corp
Date Submitted	October 2, 2024

Consultant Representative

Signature

Senior Project Manager / Team Lead
Title



Request for Decision (RFD)

Subject: Corner Brook Curling Association Agreement

To: Darren Charters
Meeting: Regular Meeting - 07 Oct 2024
Department: Recreation
Staff Contact: Peter Robinson, Director of Recreation Services
Topic Overview:
Attachments: [20240927 - Corner Brook Curling Club](#)

BACKGROUND INFORMATION:

Over the last number of years the Corner Brook Curling Association Inc. has leased the space at the Corner Brook Curling Club from the City of Corner Brook and has been responsible for regular maintenance at the Corner Brook Curling Club. The agreement outlining this arrangement expired on September 30, 2024. As such, a new agreement will need to be entered in to. The terms of the new agreement will remain the same as the terms of previous agreement with the Corner Brook Curling Association Inc. leasing the Corner Brook Curling Club from the City of Corner Brook for the amount of \$9,000.00 plus HST annually for the period of October 2024 - September 2025. Additionally, the Corner Brook Curling Association Inc. will continue to be responsible for the regular maintenance of the Corner Brook Curling Club.

PROPOSED RESOLUTION:

Be it RESOLVED that the City of Corner Brook lease the space at the Corner Brook Curling Club to the Corner Brook Curling Association Inc. for the period of October 2024 - September 2025 for the amount of \$9,000.00 plus HST annually.

FINANCIAL IMPACT:

2023 - 2024 Lease Amount: \$9,000.00 + HST
 2024 - 2025 Lease Amount: \$9,000.00 + HST

Budget Code: 0565-47460

Finance Type: Budget

RECOMMENDATION:

City staff recommend the agreement be accepted as presented.

ALTERNATIVE IMPLICATIONS:

1. City council approves the agreement as presented.

- 2. City Council does not approve the agreement as presented.
- 3. City Council recommends an alternate approach.

Director of Recreation Services	Approved - 02 Oct 2024
Director of Community, Engineering, Development & Planning	Approved - 02 Oct 2024
Administrative Assistant	Approved - 02 Oct 2024

City Manager

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this 23rd day of September, 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 CURLING ASSOCIATION INC.**, a body corporate duly registered with the Registry of Companies in the Province of Newfoundland and Labrador (hereinafter referred to as “the Tenant”)

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

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

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

Definitions:

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

Demised Property:

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

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

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

Term:

3. The term of lease shall be a period of one (1) year commencing on October 1st, 2024 and terminating on September 30th 2025 subject to the rights of termination as set out in clauses 11, 12, and 13 of this Agreement.

Payments:

4. For the term of lease the Tenant shall pay the Landlord rent in the amount of nine Thousand dollars (\$9,000.00) plus HST, payable in full on the fifteenth (15th) day of October 2024 for the period ending April 15th 2025.
5. In addition to the rent, the Tenant shall reimburse the Landlord for all utility and heating charges associated with the Property for October 1st through April 15th each year, commencing on the date of first occupancy, and for any additional periods when the Tenant is occupying the Property. Utility reimbursement shall be made in full within ten (10) days of the Landlord providing the Tenant with a copy of a utility bill.
6. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Landlord on outstanding balances owed to the City of Corner Brook as approved by the Landlord in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2024 budget of the Landlord is 10.5% per annum.
7. The Tenant agrees to provide to the Landlord its financial records, kept in accordance with generally accepted accounting principles and detailing all revenue and expenditures and all fee structures pertaining to its use of the Property, on or before the thirtieth (30th) day of June each year during the term of lease and during any over holding of the lease.

Furnishings and Appliances:

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

Joint Inspection:

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

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

Overholding:

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

Termination and Default:

11. Notwithstanding the term of lease set out in clause 3 of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule D annexed hereto (with such changes as necessary) at least one (1) year prior to the date on which the Property will be vacated. In the event that it is not possible for the Tenant to provide a full year Notice, the Tenant shall pay to the Landlord a penalty in the amount of one full year of rent.
12. Notwithstanding the term of lease set out in clause 3 of this agreement, if at any time the Tenant has not paid rent or is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate

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

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

deficiency.

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

Quiet Enjoyment:

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

Tenant's Covenants:

19. The Tenant covenants with the Landlord:

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

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

- r. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as if the Tenant were an Agent of the Crown;
- s. Subject to the Landlord's responsibility for Major Maintenance set out in clause 20 (d) herein, to repair and keep repaired the Property in substantially the same condition as of the commencement of lease on October 1st, 2024, reasonable wear and tear through normal use and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Property in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted;
- t. The cost of the major maintenance of the ice plant will be shared as follows:
 - i. CBCA to contribute \$3,000 to the first \$12,000(incl HST) of maintenance costs,
 - ii. A 20/80 share of costs between CBCA and the City on costs exceeding the first \$12,000(incl. HST).
- u. To permit the Landlord or its agents to enter upon the Property at any time for the purpose of making repairs, alterations or improvements to the Property, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Property, including but not limited to keys and access codes;
- v. The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Property at any time during the Term is exempt from levy by distress;
- w. To remove any signage forthwith upon receipt of notice from the Landlord to remove same;
- x. Not to refer to the Property by any name other than that designated from time to time by the Landlord;
- y. Not to permit any of the moveable equipment, property or assets being leased to it as part of the Property to be rented or sub-leased to any other party whereby they

would be removed from the Property without the written consent of the Landlord;
and

- z. To continuously operate the Property including the ice surfaces at such times and during such periods as are comparable to other facilities in the Provinces of Atlantic Canada similar in structure and quality as the Property; and

Landlord's Covenants:

20. The Landlord covenants with the Tenant:

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

sign forthwith and the Landlord shall not be liable to the Tenant for any expenses or loss of revenue resulting therefrom;

- h. To make and install markers suitable for snow-clearing purposes showing the location of the edges of sod on the Property. This shall be done by the Landlord only one time on commencement of lease and thereafter shall be the responsibility of the Tenant; and
- i. To provide smoke free and scent free signage to the Tenant.
- j. To cover the snow clearing for the CBCA as part of the overall snow clearing of the Civic Centre.

As Is:

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

Liability and Indemnity:

- 22. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Property however caused.
- 23. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by the Tenant.
- 24. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation and the *Occupational Health and Safety Act RSNL 1990 Ch. O-3*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the

Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Property or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.

25. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Property, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
26. The Tenant agrees to indemnify the Landlord for any damage to the Property or the Landlord's furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said Property by reason of the use thereof by the Tenant.
27. The Landlord agrees to indemnify the Tenant for any damage to the personal property of the Tenant, including but not limited to furnishings and appliances of the Tenant, and any part thereof due to any act of the Landlord, its agents or employees, or of any person using the said Property by reason of the use thereof by the Landlord.
28. The Tenant shall, within ten (10) days of commencing occupation of the Property and thereafter at all times during the term of lease and any over holding of lease, whether occupying the Property or the Office, at its own expense maintain in force comprehensive public liability insurance pertaining to the Property and the Tenants' use and occupation of the Property and insurance coverage with respect to the contents of the demised Property. The Tenant shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for :
 - a. Insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request;
 - b. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars per occurrence; and
 - c. Property insurance sufficient to cover the contents of the Property.

Every policy or policies of insurance maintained by the Tenant shall name the Landlord as an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the Landlord prior to the Tenant occupying the Property and confirmation of

continued coverage provided annually on the anniversary of signing this agreement and at such other times as required by the Landlord within five (5) days of request of the Landlord.

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

Notices:

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

- (i) In the case of notice to the Landlord to:

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

- (ii) In the case of notice to the Tenant to:

The President
Corner Brook Curling Association Inc.
P.O. Box 116
Corner Brook, NL
A2H 6C3

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

Frustration:

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

obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Arbitration:

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

General:

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

39. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.

40. All Payments and financial disclosure required under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer at:

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

41. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.

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

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

44. For purposes of this Lease, if a party is "responsible" or "bears responsibility" for an action or item, then that party agrees that it shall pay the costs of the action or item and that it shall arrange for the action or item to be undertaken.

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

SIGNED SEALED AND DELIVERED
on this 23rd date of September, 2024 by The Tenant in the presence of:

[Redacted signature block]

Witness

[Redacted name]

[Redacted signature block]

Director

[Redacted name]

[Redacted signature block]

Witness

[Redacted name]

[Redacted signature block]

Director

[Redacted name]

SIGNED SEALED AND DELIVERED
on this ___ date of _____, 2024 by
The Landlord in the presence of:

Witness

Mayor

Witness

City Manager

Schedule "C"

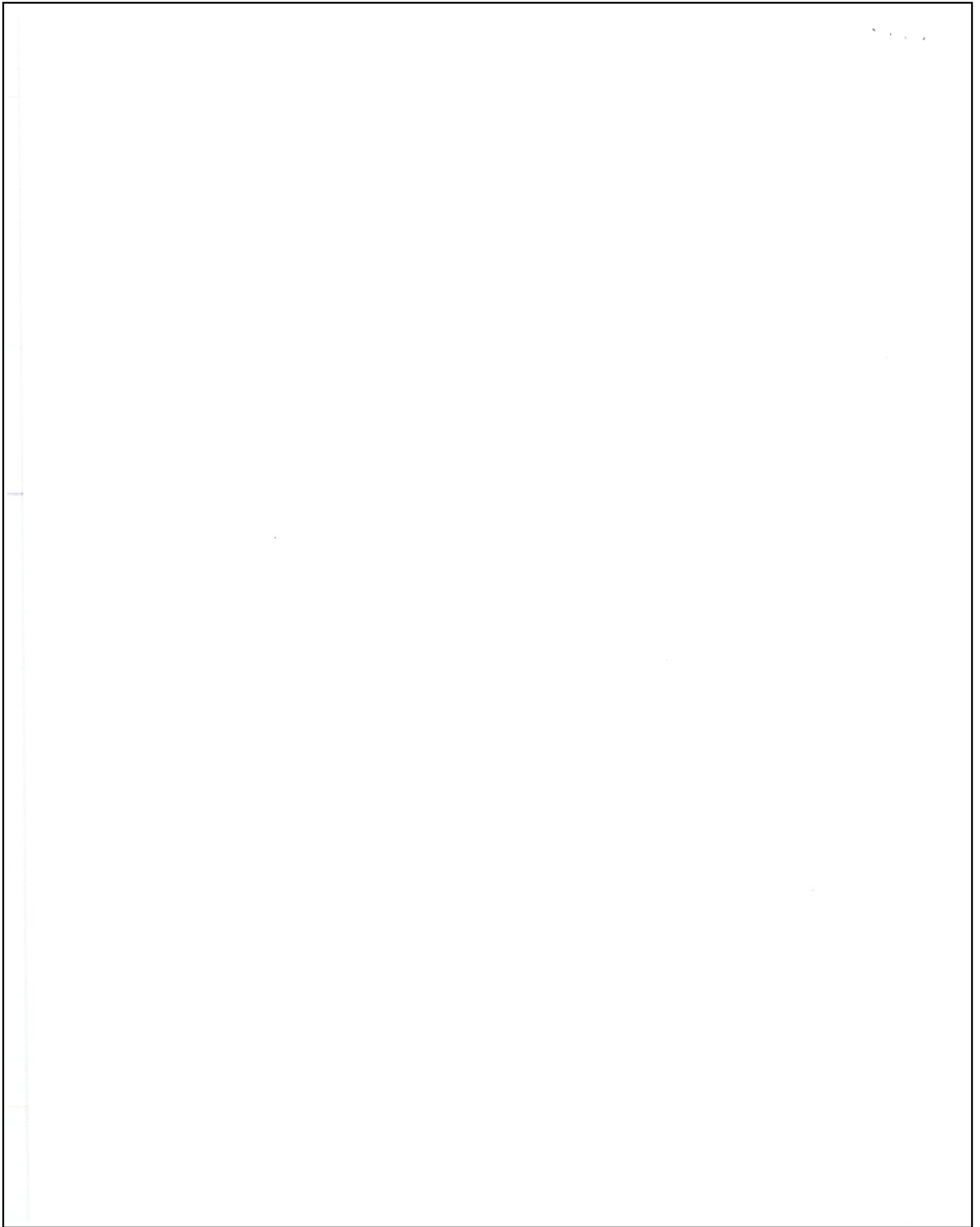
NOTICE TO QUIT

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

Dated this ___ day of _____, 20__.

Signed on behalf of CBCC by:

City Manager - City of Corner Brook





Request for Decision (RFD)

Subject: Discretionary Use - 104 Valley Road - Home Based Business Office

To: Deon Rumbolt
Meeting: Regular Meeting - 07 Oct 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Discretionary Use - 104 Valley Road
Attachments: [Application - 104 Valley Road](#)
[Figure 1 - Map - 104 Valley Road](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based business office (for a construction company) from the dwelling located at 104 Valley Road which is located in a Residential Medium Density Zone. It has been conveyed to the City that there will be no visitors to the premises and there will be no outside storage of goods associated with the construction industry. A home based business office is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 104 Valley Road indicating the above mentioned request. As a result of this notice, no written submissions were received, however, one (1) phone call was received and after explaining the application into detail, the caller was supportive of the proposed development.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business office from the dwelling located at 104 Valley Road in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business office from the dwelling located at 104 Valley Road in accordance with Regulation 11 - Discretionary Powers of Authority.

- 2. That Council not approve the application to operate a home based business office from the dwelling located at 104 Valley Road in accordance with Regulation 11 - Discretionary Powers of Authority.
- 3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 04 Oct 2024
Director of Community, Engineering, Development & Planning	Approved - 04 Oct 2024
Administrative Assistant	Approved - 04 Oct 2024

City Manager

CITY OF CORNER BROOK

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

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]	DATE: _____
ADDRESS: 104 VALLEY ROAD	EMAIL: [REDACTED]
CITY: CORNER BROOK	PROVINCE: NL
POSTAL CODE: A2H - 5C1	TELEPHONE: [REDACTED]
PROPERTY LOCATION:	
BUILDER:	
ADDRESS:	
CITY:	PROVINCE:
POSTAL CODE:	TELEPHONE:

BUILDING PERMIT APPLICATION (Please check appropriate box)

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

DEVELOPMENT APPLICATION (Please check appropriate box)

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

DESCRIPTION OF WORK:

REGISTER NEW COMPANY

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

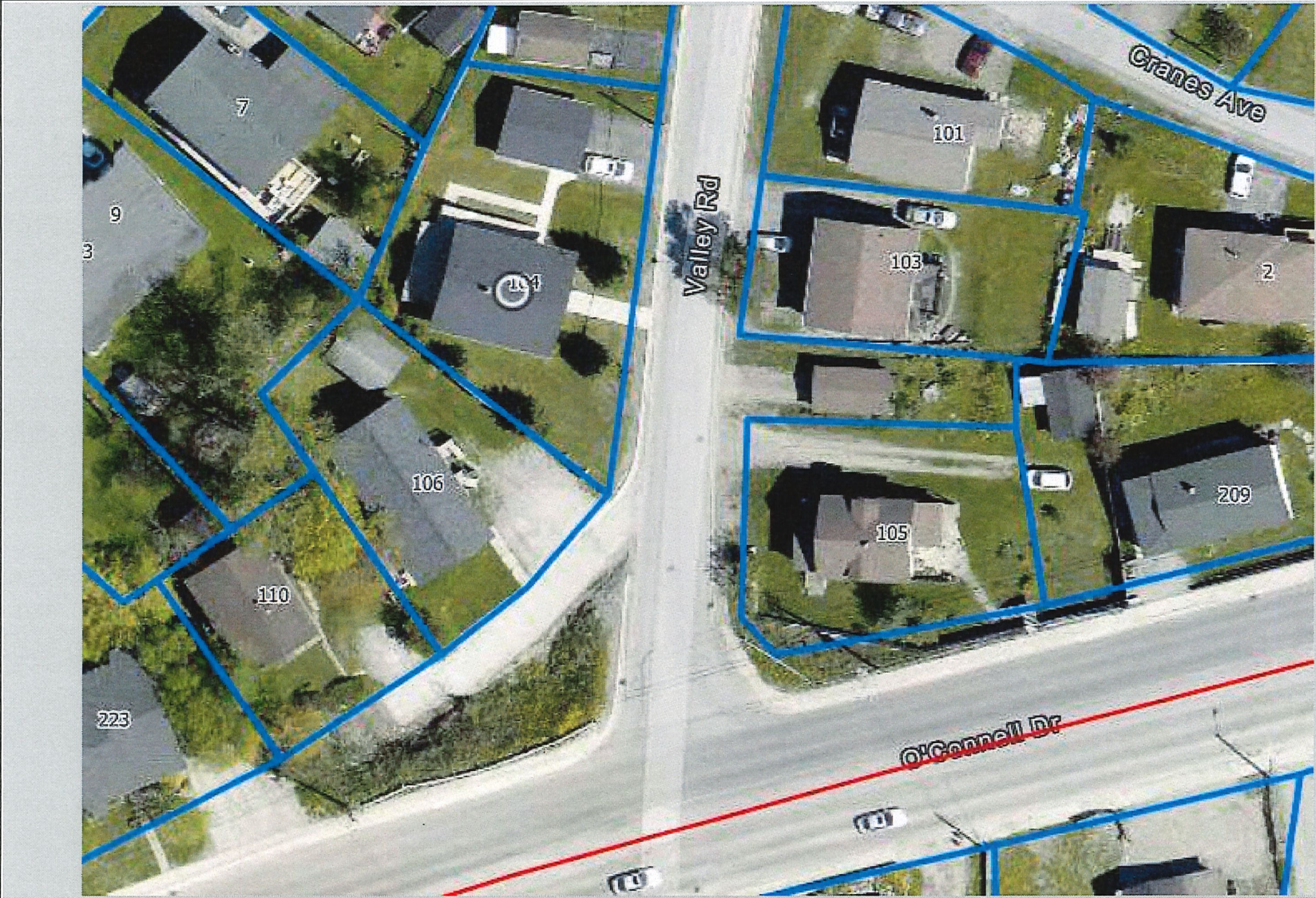
DECLARATION:
I hereby apply for permission to carry out the development herein. I declare that all the information given by me in connection with this application is true and correct to the best of my belief and that the development described, if permitted, will be carried out in accordance with all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

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

SIGNED BY: [REDACTED] **APPLICANT:** [REDACTED]

PROPERTY OWNER: [REDACTED] **WITNESS:** _____

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




City of Corner Brook
 Community Services Department
 Planning Division
 5 Park St, Corner Brook, NL (PO Box 1080)
 Corner Brook, NL, Canada, A2H 6E1
 709-637-1666 city.hall@cornerbrook.com

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

LOCATION: 104 Valley Road
PREPARED BY: J. King
DEPARTMENT: Development & Planning
DATE: 2024-10-02
PAGE: 1 OF 1 **VERSION:** 1



Request for Decision (RFD)

Subject: Wastewater Service Repair Policy

To: Darren Charters
Meeting: Regular Meeting - 07 Oct 2024
Department: Public Works
Staff Contact: Donny Burden, Director of Public Works, Water and Wastewater
Topic Overview: The following is an updated policy for Council to adopt.
Attachments: [Plugged Laterals Policy 06-01-12](#)
[Wastewater Service Policy Oct2024](#)

BACKGROUND INFORMATION:

Staff are in the process of undertaking a Policy review, which consists of identifying policies that we should implement as well as updating current policies to better reflect current practices and other legislation. One of the policies that has been identified that required some major revisions include the Plugged Laterals policy which was enacted February 2007, with no amendments or revisions. Therefore, a new policy is being proposed that will replace this policy, the Wastewater Service Repair Policy. This Policy was drafted by staff, including feedback from the Water and Wastewater Superintendent and a legal review. This revised policy is intended to address ambiguity from the previous policy and establish clearer guidelines and process for addressing issues with lateral wastewater lines.

Therefore this new policy will replace the February 12, 2007, "Plugged Laterals", 06-01-12.

PROPOSED RESOLUTION:

Be it RESOLVED to rescind the "Plugged Laterals" Policy, #06-01-12 and replace it with the Wastewater Service Repair Policy, #06-01-12.

GOVERNANCE IMPLICATIONS:

Policy

Legal Review: Yes

LEGAL REVIEW:

This was reviewed by the City's Solicitor.

Director of Community, Engineering,
Development & Planning

Approved - 04 Oct 2024

Administrative Assistant

Approved - 04 Oct 2024

City Manager



CITY OF CORNER BROOK

Index	Public Works	Section	Water and Sewer		
Title	Plugged Laterals	Policy Number	06-01-12	Authority	Council
Approval Date		Effective Date		Revision Date	12 February 2007

PURPOSE

Procedure for the excavation of plugged laterals.

POLICY STATEMENT

Upon deposit of a sum set annually by Council the City will excavate the sewer lateral at the property line to investigate. If the problem is in the City portion the deposit will be refunded and the problem corrected at the City's expense. If the problem is on the owner's property, any extra charges will be billed to the owner.

REFERENCE

Amended by Minute 07-20 (February 12, 2007)

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

[Redacted signature]

MAYOR

[Redacted signature]

CITY CLERK

[Redacted signature]



CITY OF CORNER BROOK

Index	Public Works, Water, and Wastewater	Section	Water and Wastewater		
Title	Wastewater Service Repair Policy	Policy Number	06-01-12	Authority	Council
Approval Date		Effective Date		Revision Date	October 7, 2024

PURPOSE

The purpose of this policy is to provide a standardized response to be followed for wastewater service repair inquiries from property owners to the City’s Water and Wastewater Department.

POLICY STATEMENT

If there is a break, bend, or clog to a lateral wastewater line that appears to be located on City property and/or in a street reservation, the City will excavate the sewer lateral at the property line to investigate following payment by the property owner to the City of a rate set by Council to be held as a deposit.

If the problem is on the owner's property, the City will retain the deposit, and the property owner shall be responsible to pay the City for any additional costs pertaining to the excavation and other work conducted by the City related to the sewer lateral issue within thirty (30) days of the City issuing an invoice for same to the property owner.

If the problem is in the City Street reservation or on City property, the deposit will be refunded and the problem corrected at the City's expense provided that the property owner has not caused or contributed to the problem. Not in any way to limit the generality of the foregoing statement, the property owner shall be fully responsible for the costs of excavation and repair of their sewer lateral even if it is in a City Street reservation or on City property if the sewer lateral contains any substances or items that are not human excrement or toilet paper, including but not limited to the following:

1. Corrosive, explosive, or flammable material;
2. Non-biodegradable material such as plastic, glass, metal, and disinfectant wipes;
3. Large or bulky material that could promote blockage of pipes or damage to pumping or treatment equipment including solidified grease, large amounts of cooking grease, paper towels, napkins and other foreign objects; and
4. Effluent from garage floor drains, storm sewers, rain gutters or weeping tiles.

If any of these items are found in the wastewater service lateral, no matter the location, the deposit will be forfeited to the City and the property owner shall be responsible to pay the City for any additional costs pertaining to the excavation and other work conducted by the City related to the sewer lateral issue within thirty (30) days of the City issuing an invoice for same to the property owner .

If the City discovers that a sanitary sewer lateral needs repair or maintenance and the necessary repairs are not completed by the resident in a timely manner as identified by the City and the problem poses a hazard, or other public concerns, then the City may but shall not be obliged to perform all such repairs and back charge the property owner for all related costs associated with the required work. The City will not be responsible for any damage to residents' property that may occur because of such repairs.

REFERENCE

Minute

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

MAYOR

CITY CLERK



Request for Decision (RFD)

Subject: City of Corner Brook Cellphone Policy

To: Darren Charters

Meeting: Regular Meeting - 07 Oct 2024

Department: City Manager

Staff Contact: Alicia Park, Administrative Assistant

Topic Overview: Implementation of a cell phone policy at the City of Corner Brook

Attachments: [Cell Phone Policy Final](#)

BACKGROUND INFORMATION:

At the City of Corner Brook, eligible staff currently receive a City owned cellphone to enable them to perform their work-related duties.

After a cost analysis review it was proposed that offering a cellphone allowance to staff instead of a City owned device may alleviate the City's costs associated with purchasing devices outright and regular monthly plan fees. Following this review, management have drafted a cellphone policy encompassing the option of either the issuance of a City owned device or a cell phone allowance to eligible staff.

The cellphone policy details:

- Eligibility criteria
- Allowance
- Costs
- Responsibilities
- ATIPP Requirements
- Security

The allowance for the first year (2025) is recommended as follows:

Mayor and City Manager	-	\$60 per month
Directors and other staff	-	\$50 per month

The allowance will be reviewed on an annual basis.

PROPOSED RESOLUTION:

Be it resolved that the Council for the City of Corner Brook approve the cellphone policy that includes the option of a City owned cellphone or a cellphone allowance for eligible staff.

FINANCIAL IMPACT:

\$60 per month for the Mayor and City Manager. \$50 per month for the remainder of the eligible staff.

Budget Code: 63300

Finance Type: Budget

RECOMMENDATION:

Staff recommend that Council approves the Cell Phone Policy.

Director of Finance and Administration Approved - 03 Oct 2024

Director of Community, Engineering,
Development & Planning Approved - 04 Oct 2024

Administrative Assistant Approved - 04 Oct 2024

City Manager



CITY OF CORNER BROOK

Policy Statement

Policy Title	<i>Cell Phone Policy</i>	Index:
Section:	<i>Section</i>	Policy Number: #
Authority	<i>Authority</i>	Adopted Date: <i>Date</i>
Effective Date:	<i>Date</i>	Revision Date: <i>Date</i>
Policy Owner:		

1. POLICY STATEMENT

The City of Corner Brook recognizes the essential role of mobile communication in facilitating efficient work-related activities for its employees.

2. PURPOSE

This policy establishes the guidelines for eligibility and appropriate use of personal devices to conduct work related activities, applicable cell phone allowances and the guidelines for use of a city owned device. This policy will ensure fair and reasonable distribution of City owned devices and reimbursement for work-related communication expenses where applicable that are in-line with best practices and fiscal responsibility.

3. DEFINITIONS (Optional)

Work related communication – any regular use of a mobile device for the purposes of carrying out work-related duties such as email, phone calls, messaging and/or data use and does not include general use for reporting or contact with your employer and/or supervisor.

4. PROCEDURE

Eligibility

Full time employees who currently have a City cell phone may choose to continue with this or may avail of the cell phone allowance with the use of your personal device.

Current employees or new employees who become eligible may avail of the cellphone allowance or City owned cellphone. The application of the allowance will be prospectively applied upon approval by Director of Finance and Admin and City Manager.

Part time employees may be considered for a cell phone allowance for the period of employment based on the work responsibilities.

Eligibility for a cell phone allowance or use of a City issued device will be determined by department heads or supervisors based on the nature of the employee's responsibilities and the necessity for cell phone use to conduct work responsibilities.

Any request for either the use of personal device and allowance or the use of a city owned device shall be made by the employee to their immediate supervisor. Upon approval by the supervisor the request will be reviewed by the department Director in collaboration with the Director of Finance and Admin. The applicable department is required to have the budget available to accommodate the approval of a city owned device or the allowance.

Allowance

The cellphone allowance will be managed by the Director of Finance and Admin and City Manager. Due consideration will be given to input from the departmental heads regarding the specific employees' job responsibilities.

The allowance amount will be reviewed periodically to ensure it remains fair and reasonable, taking into consideration changes in technology and market rates.

The allowance will be a flat rate intended to cover eligible monthly service charges for voice or voice and data plans necessary for work-related communication. The allowance will be paid out by as a taxable benefit on the employee's payroll on their regular pay schedule.

Costs

Device cost – In order to avail of the cell phone allowance, the employee is responsible for providing the phone at the employee's cost. If the employee is not able to provide a personal device, they are required to avail of the City owned device which does not include any allowance.

Costs associated with necessary expenses on the employee's mobile device may be eligible for reimbursement pending previous approval from the applicable Director and/or immediate supervisor.

City Owned Device

If an employee elects to receive a City owned device, they must follow the request procedure outlined above. If approved, they will be given a device in the make and model deemed appropriate by the City and based off what is available and cost efficient. A City owned device that is damaged during the normal course of work-related duties will be replaced by the City. Damage or loss to the device outside of work-related duties will be replaced by the employee.

An employee who receives a device issued by the City is not eligible for any allowance.

Usage

Cell phone usage for work related purposes, whether it is the employee's personal device, or a City owned device must be conducted in accordance with any applicable cell phone usage, social media, media, respectful workplace and code of conduct policies. Staff who have been in violation of any of City policies or regulations regarding cellphone usage will first receive a written warning. Further transgressions will result in disciplinary action.

ATIPP Requirements

Employees who are using their personal device for work related purposes are to be aware that any and all work-related records contained on their phone are in the care and control of the City of Corner Brook and are subject to the Access to Information and Protection of Privacy Act, 2015 (ATIPPA). It is recommended that employees transition any work-related records from their personal device to City storage for proper records management. Employees who are utilizing a city issued device are to be aware that all records contained on the device are in the care and control of the City and are therefore subject to ATIPPA. Upon the request of the ATIPP Coordinator, in accordance with any access to information requests received, the employee shall search their device for any necessary records as outlined by the ATIPP Co-Ordinator and must sign an affidavit confirming that they have done so. City issued devices may be requested by the ATIPP Co-Ordinator to conduct or confirm a search if necessary. Any failure to comply with this obligation and any other provision of the Access to Information and Protection Privacy Act may result in disciplinary action.

Security

Employees who use their personal device for work-related purposes must adhere to all security measures as outlined by the City Manager, City Clerk and/or as referred by the IT department.

Employees receiving a City issued device will have any necessary security measures as outlined by the City Manager, City Clerk and/or as referred by the IT department previously installed on their device and must always keep it installed and functional on their device.

City owned devices will have the necessary asset management security requirements as defined by the IT department.

City owned devices are intended for work related communications. Incidental personal use is acceptable and may be subject to periodic review by the city.

City owned devices are for the exclusive use of the employee of the City of Corner Brook for which the device was assigned to and are thus forbidden from giving another employee the device for use. It is the responsibility of the employee to take due care of this device. The City will recover from the employee for any expenses incurred that are not work-related.

Damage or Loss

An employee shall hold the City harmless for any damage or loss caused to the employee's cellphone during the normal course of work. The employee may submit a written request for partial reimbursement for any damage or loss, of which the City Manager and Director of Finance and Admin will give due consideration.

Date of Council Decision	Report / Bylaw	Description

9. REVIEW(S) (Mandatory)

Date of Policy Owner's Review	Description

10. Reference:

IN WITNESS WHEREOF this policy is sealed with the Common Seal of the City of Corner Brook.

Mayor

City Clerk

Draft



Request for Decision (RFD)

Subject: Western Regional Service Board Appointment

To: Darren Charters
Meeting: Regular Meeting - 07 Oct 2024
Department: Council
Staff Contact: Gloria Manning, Legislative Assistant
Topic Overview: Western Regional Service Board Appointment

BACKGROUND INFORMATION:

In accordance with the governance structure of the Western Regional Service Board the City of Corner Brook appoints two members of Council to serve on the Western Regional Service Board. Deputy Mayor Chaisson and Councillor Gill were previously appointed to serve on the Board, however Deputy Mayor Chaisson has recently resigned from the board therefore a replacement needs to be appointed.

Council was polled to gauge interest in serving on the board and no responses were received therefore Mayor Parsons has volunteered to serve on the Board.

PROPOSED RESOLUTION:

Be it **RESOLVED** to appoint Mayor Jim Parsons as a City of Corner Brook Council representative on the Western Regional Service Board.

City Clerk	Approved - 04 Oct 2024
Director of Community, Engineering, Development & Planning	Approved - 04 Oct 2024
Administrative Assistant	Approved - 04 Oct 2024

City Manager



Information Report (IR)

Subject: Election of Deputy Mayor

To: Darren Charters
Meeting: Regular Meeting - 07 Oct 2024
Department: Council
Staff Contact: Jessica Smith, City Clerk
Topic Overview:

BACKGROUND INFORMATION:

In accordance with section 28 of the City of Corner Brook Act, Council is required to conduct an annual election for the position of Deputy Mayor. As presiding officer of Council, the Mayor conducts the nomination in accordance with the process outlined below:

Nomination Process

- Mayor calls for nomination three times;
- If there is only one nomination, the nominated Councillor is declared Deputy Mayor by acclamation;
- If there is more than one nomination once the nomination period closes, Council members are asked to fill out a ballot indicating the name of one Councillor whom he/she desires to be selected as Deputy Mayor;
- If a Councillor receives a majority in this manner, the Councillor is declared elected Deputy Mayor;
- If no majority is received, a second ballot is then taken which will see the Councillor with the lowest number of votes dropped from the ballot.

GOVERNANCE IMPLICATIONS:

Legislation
 City of Corner Brook Act
 28

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

City Manager

