



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **Monday, January 21, 2019 at 7:00 PM. Council Chambers, City Hall.**

CITY CLERK

Page

1 CALL MEETING TO ORDER

2 APPROVALS

2.1 Approval of Agenda

3 - 6 2.2 Approval of Minutes - December 10, 2018

7 - 10 2.3 Confirmation of Minutes - January 7th and 14th, 2019

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

11 4.1 Tax Bill 2019

13 4.2 Snowclearing Update

15 4.3 Proclamation - Eating Disorder Awareness Week

17 4.4 STAR Program Update

5 TENDERS/PROCUREMENT/RFP

19 - 21 5.1 Digital Emergency Notification System

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| | 8 | MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT |
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**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 10 DECEMBER, 2018 AT 7:00 PM**

PRESENT:

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

CALL MEETING TO ORDER

The meeting was called to order at 7:00 p.m.

18-289 Approval of Agenda

On motion by Councillor J. Carey, seconded by Deputy Mayor Griffin, it is **RESOLVED** to approve the agenda for the Regular Meeting of Council, December 10, 2018, as circulated. **MOTION CARRIED.**

18-290 Approval of Minutes - Regular Council Meeting November 19, 2018

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting, November 19, 2018, as presented. **MOTION CARRIED.**

**18-291 Confirmation of Minutes
Council in Committee, May 14, 2018**

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify Minute CC18-012 Approval of Agenda. **MOTION CARRIED.**

Council in Committee, July 16, 2018

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to ratify Minute CC18-037 - TCII Contribution Agreement #30-09496-024 - Strategic Tourism for Areas and Regions (STAR). **MOTION CARRIED.**

Council in Committee, September 10, 2018

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson it is **RESOLVED** to ratify Minute CC18-44 - Approval of Agenda. **MOTION CARRIED.**

Council in Committee, November 8, 2018

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to ratify Minute CC18-51 - Approval of Agenda. **MOTION CARRIED.**

Minute CC18-052 – Tax Sale Purchase

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify Minute CC18-052 - Tax Sale Purchase. **MOTION CARRIED.**

Council in Committee, November 19, 2018

On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to ratify Minute CC18-055 - Downtown Business Association - Invoice Payment. **MOTION CARRIED.**

Council in Committee, December 3, 2018

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson it is **RESOLVED** to ratify Minute CC18-056 - Approval of Agenda. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to ratify Minute CC18-058 - Capital Project Submission. **MOTION CARRIED.**

18-292 Business Arising From Minutes

No items were brought forward.

18-293 Proclamations

Mayor Parsons reported on the following proclamations:

1. 16 Days of Activism Against Gender-Based Violence
2. International Day of Persons with Disabilities

18-294 Adopt - a - Hydrant Contest

Councillor L. Chaisson provided details on the Adopt-a-Hydrant contest recently launched by the City. Residents are encouraged to clear snow around hydrants.

18-295 Christmas Residential Waste Collection

Councillor J. Carey provided details on the Christmas Residential Waste Collection program. The program will run from December 24, 2018 to January 6, 2018.

18-296 Traffic Signals & Decorative Lights Contract No.2018-39

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to Award the Contract for the Traffic Signals & Decorative Lights Service/Maintenance Contract No. 2018-39 to ECO Contracting Ltd. at the Tender price of \$19,837.50 (HST included) per year, for a 3-year Contract. **MOTION CARRIED.**

18-297 Hired Equipment Services - Contract # 2018-45

On motion by Councillor L. Chaissoon, seconded by Councillor J. Carey, it is **RESOLVED** that Corner Brook City Council accept the quotations for Hired Equipment Services, as attached hereto, for the period of December 22, 2018 to May 21, 2019, on a standing offer basis. **MOTION CARRIED.**

18-298 Leased Land- Cooper's Road

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the execution of the attached Lease Agreement with the property owner at 12 Coopers Road for 18.6m² (200ft²) with 6.1m (20ft) frontage of City land. **MOTION CARRIED.**

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** that the Council of the City of Corner Brook approve the execution of the attached Lease Agreement with the property owner at 14 Coopers Road for 18.6m² (200ft²) with 6.1m (20ft) frontage of City land. **MOTION CARRIED.**

18-299 Leased Land - MacPherson Avenue

On motion by Councillor J. Carey seconded by Councillor L. Chaisson, it is **RESOLVED** that Council of the City of Corner Brook approve the execution of the attached Lease Agreement with the property owner at 21 MacPherson Avenue for 410 m² (4,413ft²) with 15.2m (50ft) frontage of City land. **MOTION CARRIED.**

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **FURTHER RESOLVED** that Council of the City of Corner Brook approve the execution of the attached Lease Agreement with the property owner at 25 MacPherson Avenue for 181m² (1,948ft²) with 15.2m (50ft) frontage of City land. **MOTION CARRIED.**

18-300 46 Caribou Road - Home Based Business

On motion by Councillor V. Granter, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** that, upon consideration of the matters as set out in accordance with Regulation 11, Discretionary Powers of Authority, Council in its discretion and as a result of the matters set out in this regulation, approve the application to operate a home based business from the dwelling located at 46 Caribou Road. **MOTION CARRIED.**

18-301 22 Glenwood Avenue - Home Based Child Care

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** that, upon consideration of the matters as set out in accordance with Regulation 11, Discretionary Powers of Authority, Council in its discretion and as a result of the matters set out in this regulation, approve the application to operate a home based Child Care Business from the property located at 22 Glenwood Avenue. **MOTION CARRIED.**

18-302 Façade Appeal Comprehensives Enhancement (FACE)

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to authorize the launch the 2019 Façade Appeal Comprehensive Enhancement (FACE) program with a total budget not exceeding \$50,000. **MOTION CARRIED.**

18-303 Budget 2019

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** in accordance with *The City of Corner Brook Act*, to approve tax rates for the 2019 taxation year as attached hereto. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **FURTHER RESOLVED** in accordance with *The City of Corner Brook Act*, to approve the attached Schedule of Rates & Fees, to take effect January 1, 2019. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **FURTHER RESOLVED** in accordance with *The City of Corner Brook Act*, to approve an annual rate of interest of 10.5% to be levied on all past due taxes and accounts receivable on a monthly basis. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **FURTHER RESOLVED** that the City of Corner Brook, in accordance with *The City of Corner Brook Act*, approve the 2019 Budget with operating Revenues and Expenditures totalling \$35,747,900. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 8:15 p.m.

City Clerk

Mayor

REQUEST FOR DECISION

City Clerk's Office

SUBJECT: Ratification of Decisions

DESCRIPTION: In accordance with section 41 (3) of the *City of Corner Brook Act*, “Where a decision is made by the councillors at a privileged meeting, the decision, in order to be valid, shall be ratified at a public meeting of the council.”

PROPOSED MOTION:

January 7, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-001 – Approval of Agenda

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** that Council approve the agenda for the Council in Committee meeting, January 7, 2019, as presented. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-002 – Conflict of Interest

Councillor J. Carey inquired whether himself and Councillor Staeben were considered to be in conflict on the Agenda Item: Crown Land Application and all Councillors agreed they were.

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** that Councillor J. Carey and B. Staeben declared a Conflict of Interest on Agenda Item No. 2.1 Crown Land Application - Proposed Organic Waste Processing Site, due to their positions on the Western Regional Waste Management Board. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-003 – Crown Land Application – Proposed Organic Waste Processing Site

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the application to occupy crown land for the purpose of operating an organic waste processing site subject to the applicant applying to the City of Corner Brook to re-zone the property to a Solid Waste/Scrap Yard Zone, the applicant providing an adequate water supply system for firefighting as determined by the Corner Brook Fire Department and the applicant meeting the minimum fire flow requirements as determined by the City of Corner Brook at the time of development. *(Councillors Carey and Staeben were declared a conflict of interest and exited the meeting room for this agenda item)* **MOTION CARRIED.**

January 14, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-005 – Approval of Agenda

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **RESOLVED** that the agenda for the Council in Committee meeting, January 14, 2019, be approved as presented. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-007 – City Manager Position

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the execution of the Employment Contract between the Corner Brook City Council and the preferred candidate for the City Manager position. **MOTION CARRIED.**

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **FURTHER RESOLVED** in accordance with Section 55 of the City of Corner Brook Act to appoint Rodney Cumby as the City Manager based upon the terms and conditions outlined in the employment contract. **MOTION CARRIED.**

Submitted by: City Clerk's Office

Date: January 21, 2019

News Release: Rodney Cumby appointed as new City Manager



CITY OF CORNER BROOK MEDIA ADVISORY

The Council of the City of Corner Brook is pleased to announce the appointment of Rodney Cumby as its new City Manager.



A native Newfoundlander, Mr. Cumby is an experienced municipal administrator with over 20 years' experience in executive management. His current position is Executive Manager of Operations and Planning for the City of Lloydminster where he is part of a team that oversees approximately 350 full-time employees and an \$85 million budget. Previously, Mr. Cumby held positions as CAO with the towns of Paradise, Portugal Cove-St.

Phillips, Torbay, and as Town Clerk/ Manager with the Town of Pouch Cove.

Mr. Cumby holds a Bachelor of Commerce Degree from Memorial University and has completed additional training in Government Leadership from the University of Alberta. He is a former President of the Professional Municipal Administrators Association (PMA) and a past Director with the Canadian Association of Municipal Administrators (CAMA).

"I am looking forward to returning home to Newfoundland," said Mr. Cumby. "I have family connections on the west coast and I believe Corner Brook is an ideal place to live. My family and I are eager to get involved in the many recreational and outdoor opportunities that exist here. Senior staff and Council have been very welcoming and I'm excited to join such a dynamic organization. I can't wait to meet the entire team, and start working together to serve the residents of Corner Brook."

"I'm thrilled to have someone of Rodney's calibre join our team," said Mayor Jim Parsons. "Not only does he bring extensive experience from different municipalities, he has

a genuine affection for Corner Brook and really plans to be part of the community. Council looks forward to working with Rodney to improve our operations and spearhead Council's initiatives.

"We would like to thank Mr. Dale Park for taking on the role of Acting City Manager during this recruitment period," said Mayor Parsons. "Dale and our whole team really stepped up and we appreciate their dedication and commitment."

Mr. Cumby is expected to begin his appointment on February 11th, 2019.

CONTACTS:

Bonita Decaire
Information Officer
City of Corner Brook
709-637-1662 : bdecaire@cornerbrook.com
www.cornerbrook.com

2:30 pm January 16, 2019

City of Corner Brook | 5 Park Street | Corner Brook, NL | A2H 6E1

Customer Service: 709-637-1666

 Published January 16, 2019

 Filed Under: News Releases



January 19, 2019

Mister Mayor, the annual tax bills have been mailed to property and business owners in the City of Corner Brook. I'd like to remind residents there is a 1% discount applied on Municipal and Business tax paid in full on or before the listed discount date. The discount deadline for property tax is February 28th and the discount deadline for business tax is March 29th.

Please visit our website at www.cornerbrook.com or contact the City Collector if you require further information.



MEMORANDUM

To: Mayor and Council
CC: Dale Park, City Manager
From: Donald Burden, P.Eng. Director of PWWW
Subject: Snow Clearing Reminders
Date: January 21, 2019

S

The Department of Public Works, Water and Wastewater would like to remind residents of the following safety precautions regarding snow clearing operations:

- watch out for snow clearing equipment, keep back at least 50 feet;
- **Do not** attempt to stop snow clearing equipment for any reason, if you have a question or concern, please contact (709) 637-1666;
- make sure boundary markers comply with regulations, only plastic or wooden, **NO STEEL**;
- to refrain from pushing snow into the street right-of-way and around fire hydrants;
- help keep neighborhood fire hydrants clear;
- keep your sidewalk clear of snow and ice;
- keep family safe, **no tunnels or snow forts** near City streets or snow removal areas;
- snow deposited in driveways by snow clearing equipment is unavoidable and not the responsibility of the City of Corner Brook to remove;
- Drive to the conditions – **SNOW MEANS SLOW!**

For further information regarding winter operations please check out the City of Corner Brook website, Frequently Asked Questions - Snow Clearing at www.cornerbrook.com/faq-snowclearing



Proclamation

Eating Disorder Awareness Week

February 1st – 7th, 2019

Whereas: An Eating Disorder is a serious mental illness with often devastating physical implications;

Whereas: Eating Disorders affect many individuals and families in the Province of Newfoundland and Labrador;

Whereas: Recovery from an eating disorder is a journey that includes support from families and caregivers;

Whereas: The Eating Disorder Foundation of Newfoundland and Labrador is a leadership advocacy group dedicated to promoting support, treatment services and providing public support services and information about matters related to eating disorders;

Whereas: February 1-7, 2019 is dedicated across Newfoundland and Labrador and the entire country as a special time when many educational and awareness activities take place to help raise the level of understanding of Eating Disorder Prevention, Treatment and Recovery;

Whereas: The theme for Eating Disorder Awareness Week 2019 is “**Eating Disorders Can’t Afford to Wait.**”;

Therefore: I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim February 1 to February 7, 2019 be observed as Eating Disorder Awareness Week in the City of Corner Brook.

Signed By:
Mayor Jim Parsons
City of Corner Brook

Witnessed By:



CITY OF CORNER BROOK
NEWS RELEASE

**STRATEGIC TOURISM FOR AREAS AND REGIONS (STAR) COMMITTEE CO CHAIRS, AND
PUBLIC CONSULTATION SESSIONS**

Friday, January 18, 2019:

The City of Corner Brook would like to congratulate the appointment of co-chairs Mr. Stelman Flynn and Mr. Craig Borden to the newly formed ***Strategic Tourism for Areas and Regions (STAR) Committee***. Mr. Flynn and Mr. Borden are local business owners and were selected by the committee to assist in developing a regional tourism plan.

The local STAR Committee is looking for tourism feedback from individuals in the Corner Brook, lower Humber, and Bay of Islands areas. Additionally, the STAR Committee is also inviting local stakeholders to participate in industry-specific work committees.

The Star Committee is inviting the public to a consultation at one of the following sessions:

- January 30th – North Shore Public Session
- January 31st – South Shore Public Session
- February 5th – Corner Brook Public Session
- February 28th – Visualisation and Idea Generating Session

Public Consult Goals

Input from local stakeholders and residents of Humber-Bay of Islands is critical for the success of this project. Over a period of 12-18 months, the primary goal is to develop a tourism plan for the region based upon the strengths and assets in the area. By creating a shared vision and strategy, regional stakeholders will be able to move into an identified branded direction where opportunities from collaboration and joint marketing would benefit the region.

The City of Corner Brook STAR committee and Tract Consulting are leading the initiative.

Background Information:

Funding for the program: Atlantic Canada Opportunities Agency (ACOA), \$45,000 Government of Newfoundland and Labrador \$21,250, and a \$23,750 contribution from the City of Corner Brook <http://www.cornerbrook.com/star-strategic-tourism-for-areas-and-regions/>

News Release: Federal, Provincial and Municipal Funding Announcement for Tourism <http://www.cornerbrook.com/2018/08/news-release-federal-provincial-and-municipal-funding-announcement-for-tourism/>

CONTACT:

Bonita Decaire
Information Officer
City of Corner Brook
709-637-1662 : bdecaire@cornerbrook.com
Website: www.cornerbrook.com

REQUEST FOR DECISION

Protective Services

SUBJECT: Subscription to a Mass Notification System

DESCRIPTION: Quotations were recently invited by the City of Corner Brook for the access to an Emergency Mass Notification system. This system will enable the City to communicate directly with registered resident users regarding emergencies in the City, but will also be used to notify residents directly of water outages, road closures, boil water notices, etc. The system will also be used by the City to notify its staff of emergency situations such as storm days, building closures. It will also be used by the Fire Dept. to call off-duty firefighters back to work.

Three quotations were received and are as follows:

| Vendor | Price |
|------------|--|
| ERMS | \$8000.00 per year plus a \$2000.00 setup charge for a 3-year total of \$26,000.00 plus HST. |
| Everbridge | \$8135.34 per year plus a \$650.83 setup charge for a 3-year total of \$25,057.03 plus HST. |
| CivicReady | \$8297.65 per year with no setup charges for a 3-year total of \$24,892.95 plus HST. |

PROPOSED MOTION: it is RESOLVED that the City of Corner Brook proceed with the purchase of a 3-year subscription to the CivicReady software-as-a-service Mass Notification System for a 3-year total of \$24,892.95 plus HST.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff recommends the proceeding of the purchase of a Mass Notification system subscription to enable the City's Emergency Management to be able to directly notify residents of emergencies. The system will be used for non-emergency notifications to residents such as water outages, road closures, boil water notices, etc. The system will also be used internally to notify staff of storm days, building closures, or City work related emergencies. The Fire Dept. will also use the system to call in the off-duty firefighters back to duty when they are required.

Legislative Authority:

- City of Corner Brook Act: Section 64
- Public Procurement Regulations: Section 5(1)(b) – Section 6(a)(i)

Budget:

- Estimated Cost: \$8297.65 plus HST per year for 3 years.
- Budget Line Item: 1300-63950

Communication Strategy: All bidders will be notified accordingly by the Director of Protective Services.

STANDING COMMITTEE COMMENTS:

Implication: The Public Safety Committee has been apprised of the staff recommended subscription purchase.

BACKGROUND:

Tender evaluation documents from last tender response.

Submitted by: Todd Flynn

Date: December 05, 2018

Reviewed by: _____

Date: _____

Last update: 2015-10-08



To: Protective Services Committee
CC:
From: Todd Flynn, Director of Protective Services
Subject: **Emergency Mass Notification System**
Date: January 03, 2018

MEMORANDUM

Protective Services has researched and received proposals for a digital emergency notification system that will provide the following functionality:

- 1) Replacing the analog pager system of the CBFD for notifying off-shift of the need to report in to the Fire Dept. (thereby eliminate current pager system and call-tree process);
- 2) The notification of City staff of emergencies, building closures, etc. (snow storms, violent persons in atrium of City Hall);
- 3) Notify public of water outages, road closures, warnings, etc. (This can be based on geo-positioning by street names or by simply circling an area on a City map.);
- 4) Notify residents of emergencies based on their location in the City (recommendation from May 11, 2017 Emergency Management exercise);
- 5) System will link to webpages and social media.

The system will cost approximately 8K per year and will be used by Fire Dept., Bonita in Communications, PSAP, and Public Works Dept.

Todd Flynn
 Director

REQUEST FOR DECISION

SUBJECT: REQUEST FOR PROPOSALS – SUPPLY AND INSTALLATION OF VIRTUALIZATION SOFTWARE, STORAGE AND SERVERS (RFP 2018-47)

DESCRIPTION: The City issued a request for proposals for the supply and installation of virtualization software, storage and servers. Virtualization uses software products to deliver a solution that provides virtual networking elements, and reduces the amount of physical servicers required. Virtualization allows for a simplified management of servers and storage.

There were two proposals received and they were evaluated by IT staff. The preferred proposal was submitted by OnX Enterprise Solutions for a cost of \$79,163.69 plus HST. This amount would be paid over a five year period.

PROPOSED MOTION: It is **RESOLVED** to approve the awarding of the Request for Proposals (RFP) for the Supply and Installation of Virtualization Software, Storage and Servers to OnX Enterprise Solutions at a cost of \$79,163.69 plus HST.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff recommend awarding the RFP to OyX Enterprise Soltions.

Legislative Authority:

Estimated Cost: \$79,163.69 plus HST

Budget Line Item: 1080-62700

BACKGROUND:

Report/Document:

Submitted by: Dale Park

Date: January 16, 2019

Reviewed by: _____

Date: _____

Brisson, Tonya

From: Parsons, Frazer
Sent: January 15, 2019 4:28 PM
To: Park, Dale
Cc: Payne, Charise
Subject: Proposed Virtualization Solution Recommendation (RFP-2018-47)
Attachments: RFP-2018-47 Evaluation Results.pdf

Hi Dale,

We sent out a **RFP-2018-47** (Virtualization Software, Storage and Servers) in December of 2018. Virtualization uses software products such as VMware, which delivers a solution that provides virtual networking elements (i.e. Servers and centralized data storage). This reduces the amount of actual physical servers needed in your environment. As a result, the managing of servers and storage is more simplified.

We were pleased to have received 2 very impressive proposals from Triware Technologies and OnX Enterprise Solutions for RFP-2018-47 (Virtualization Software, Software and Servers). The design offered in both proposals are very different in their approach to virtualization. Both proposals offer a great solution to better improve our network servers and data storage allowing us to upgrade and accommodate the growing needs of our organization.

After the proposals were reviewed by all three IT staff members and each completing the evaluation scoring matrix, it was a unanimous decision that OnX Enterprise Solutions provided the **BEST** solution. OnX provided a RFP with a Cisco Hyper Converged solution that will deliver a new level of performance, high availability and scalability that will combine computing and storage in a single platform. This solution will cost \$79,163.69 which can be paid out over a 3 or 5 year interest free term. This investment will save money going forward because it will eliminate renewals upwards to \$40,000-\$50,000 on our current OnQ disaster recovery systems. It will also eliminate the current backup system/renewals used for tape backups.

This year we have to replace our email server and possibly a domain controller server. These servers alone will cost approximately upwards to \$30,000 each. If the proposed solution is approved we can create the new servers in the virtual environment reducing cost of replacing physical hardware. We have already outlined a plan to migrate over most of our existing physical servers to the virtual environment.

Please review and advise.

Thanks
Frazer

Frazer Parsons
 Supervisor of Computer Services
 City of Corner Brook
 5 Park Street
 Corner Brook, NL
 A2H 2W8

Phone: (709) 637-1513
 Fax: (709) 637-1625
 Visit us online: <http://www.cornerbrook.com/>

REQUEST FOR DECISION

Finance and Administration

SUBJECT: REQUEST TO LEASE CITY LAND – ACROSS FROM 710 GEARYVILLE ROAD

DESCRIPTION: The City of Corner Brook has been approached by a resident who requested to Lease City land located across from 710 Gearyville Road. The land is approximately 54m² (581ft²) with 6m (20ft) frontage. The purpose of the lease will be for passenger vehicle parking only.

PROPOSED MOTION: it is **RESOLVED** that Council approve the execution of the attached lease agreement with the resident for 54m² (581ft²) with 6m (20ft) frontage of City land located across from 710 Gearyville Road.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Staff has recommended approving the lease agreement with 54m² (581ft²) with 6m (20ft) frontage of City land located across from 710 Gearyville Road.

Legislative Authority:

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

Estimated Return: \$1.00

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

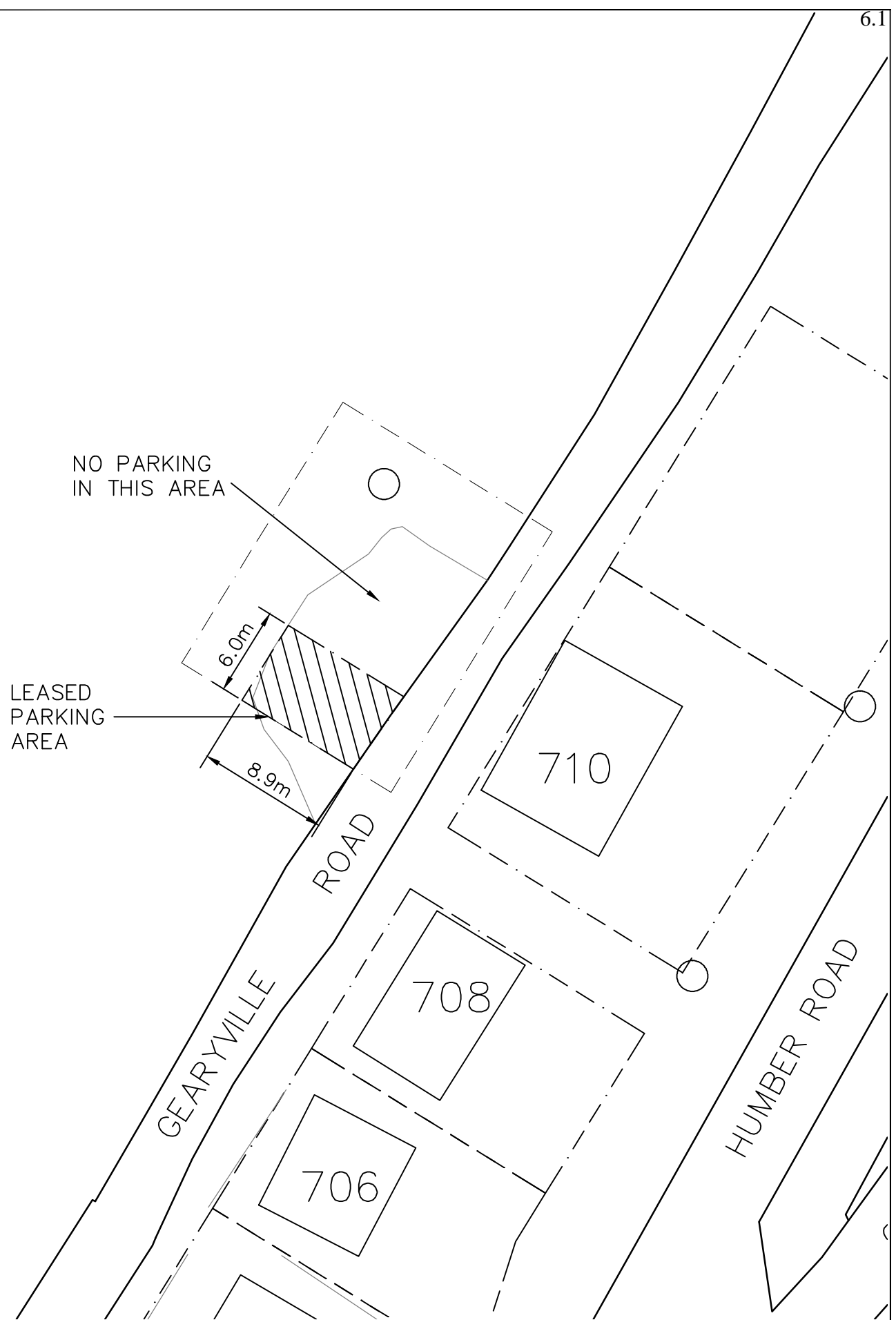
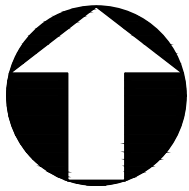
Report/Document: Lease Agreement
 Propose Lease Area Drawing

Submitted by: Brandon Duffy

Date: January 15, 2019

Reviewed by: _____

Date: _____



THIS LEASE made in duplicate as of the _____ day of _____, 2019.

BETWEEN: **CITY OF CORNER BROOK**, a body corporate, existing and continuing under the provisions of *The City of Corner Brook Act*, RSNL 1990, c. C-15 as amended, (hereinafter called the "Landlord")

of the One Part

AND [REDACTED], a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

THIS LEASE WITNESSES that in consideration of the rents, covenants and conditions hereinafter reserved and contained the parties hereto covenant and agree as follows:

PREMISES LEASED

1. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord, on and subject to the terms and conditions hereinafter set forth, all that real property described in the survey and plan attached hereto as Schedule "A" (hereinafter called the "Property").

TENANCY

2. Under this Lease, the Tenant occupies the Property under a tenancy at will, and it is expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way create any tenancy other than a tenancy at will.

TERM

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the _____ day of _____ 2019, for the rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

RENT

4. The Tenant shall pay to the Landlord a rental of One Dollars (\$1.00) plus applicable Harmonized Sales Tax (HST).

USE

5. The Property shall be used for the purpose of the Tenants for parking and beautification purposes. There shall be no change in use other than that related to the aforementioned use relating thereto without the prior consent in writing of the Corner Brook City Council.

PAYMENT OF TAXES

6. The Tenant shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the existence of the Lease be lawfully imposed and become due and payable, upon, or in respect of the Property or any part thereof.

CONDITION

7.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water and sewer lines and/or utilities.
 - c. Parking shall be passenger vehicles only, commercial vehicles shall not be permitted

GENERAL COVENANTS

8.
 - a. The Tenant covenants with the Landlord:
 - i. to pay rent; and
 - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
 - b. The Landlord covenants with the Tenant:
 - i. for quiet enjoyment; and
 - ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

TENANT'S IMPROVEMENTS

9.
 - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property.
 - b. The Tenant shall not place any structures or erections upon the Demised Premises without the prior written consent of the Landlord.

INSURANCE

10.
 - a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Lessee shall promptly furnish to the Lessor copies of insurance policies or other evidence satisfactory to the Lessor of such insurance and any renewals thereof
 - b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
 - c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

COMPLIANCE WITH REGULATIONS

11. The Tenant shall in all respects abide by and comply with all applicable statutes, regulations, and by-laws, including any rules and regulations relating to parking or to the operation of a deck, in any manner affecting the Property including, without limitation, all by-laws, rules and regulations of the Corner Brook City Council.

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

12. The Tenant shall not have the right to assign this Lease and transfer or sublease the whole or any part of the Property, or to license third parties to use the Property or any portion thereof.

ACCESS BY LANDLORD

13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

EASEMENTS/UTILITIES

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:

- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the demised land as part of, appurtenant to or in connection with any such public utility, and
- b. by their respective officers, employees, agents and contractors, to enter upon the demised land, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof."

Provided however, that nothing stated herein shall be construed as having diminished any other rights the Landlord has under the City of Corner Brook Act or any similar or successor legislation in relation to construction and/or maintenance and repair of water, storm and sewage systems and the Landlord retains the right to conduct any work it deems necessary or desirable on the Premises in relation to water, storm and sewage without any compensation whatsoever to the Tenant including but not limited to compensation for any damage to the Premises and for any inconvenience to the Tenant resulting therefrom.

MAINTENANCE AND REPAIR

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
 - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Demised Area in a clean and orderly condition, and not to permit

any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Landlord;

- c. Upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

NUISANCE

16.

- a. The Tenant shall not do, suffer or permit to be done any act or thing upon or about the Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Property or to the public generally.
- b. The Tenant shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property.

INDEMNIFICATION

17.

- a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.
- b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

NON-WAIVER

18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

19. If the Tenant fails to perform an obligation of the Tenant under this Lease, the Landlord may perform the obligation and for that purpose may enter upon the Property on not less than three days prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Property may be reasonably necessary. Any costs incurred by the Landlord performing an obligation of the Tenant under this lease shall be invoiced to the Tenant, who shall be held liable for payment of the invoice.

EFFECT OF LEASE

20. This Lease and everything herein contained shall operate and take effect to the benefit of and be binding upon the heirs, executors, administrators, successors and lawful assigns, as the case may be of each of the parties hereto,

REMEDIES GENERALLY

21. Any mention in this Lease of a particular remedy of the Landlord in respect of default by the Tenant does not preclude the Landlord from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Lease.

HEADINGS

22. Any note appearing as a heading in this Lease has been inserted for convenience and reference only and cannot define, limit or expand the scope or meaning of this Lease or any of its provisions.

NOTICES

- 23.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

City of Corner Brook

P.O. Box 1080
 Corner Brook NL
 A2H 6E1

Telecopier Number: (709) 637-1625

or such other address as the Landlord may advise the Tenant in writing.

- b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

[REDACTED]
 [REDACTED]

Corner Brook, NL A2H 5M1

or such other address as the Tenant may advise the Landlord in writing.

- c. Any notice given to either party hereto shall be effectively given if sent by Canada Post regular letter mail to the Tenant or addressed to the party at its address as indicated above or hand delivered to the Tenant by a representative of the City of Corner Brook.

GOVERNING LAW

24. This Lease shall be governed by the laws of the Province of Newfoundland and Labrador.

END OF LEASE

25.

- a. The term of the lease shall be a period of five (5) years commencing on _____, 2019 and terminating on _____, 2024 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.
- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall

not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.

- d. Notwithstanding the term of lease set out in clause 25 (a) 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 Premises by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

26. If any covenant, obligation, agreement, term or condition of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

UTILITIES

27. The rights of the Tenant to occupy the Demised Premises is subject to any easement for water and/or sewer lines granted by the Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. The rights of the Tenant to occupy the Demised Premises is also subject to any power, electrical and telephone lines and poles with respect thereto.

INTEREST CHARGES

28. All sums, for rent or otherwise, payable to the Landlord under this indenture shall bear interest commencing the day next following the falling due thereof, at a rate of 10.5% per annum until the actual date of payment.

LEGAL COSTS

29. The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

ENTIRE AGREEMENT

30. The Landlord and 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 Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

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

THE CORPORATE SEAL of the
Landlord was hereto affixed in
the presence of:

THE CITY OF CORNER BROOK

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

THE CORPORATE SEAL of the
Tenant was hereto affixed in
the presence of:

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Dave Hillier

SCHEDULE "B"

NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to Dave Hillier to quit occupation of the Property located across from 710 Gearyville Road 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 CCB and _____ dated _____.

Dated this ____ day of _____ 2019.

Signed on behalf of CCB by:

City Manager-City of Corner Brook



TO: Mayor & Council
FROM: Dale Park, Director of Finance & Administration
SUBJECT: Summary of Council Travel
DATE: January 21, 2019

The City of Corner Brook Council Remuneration and Reimbursement Regulations state that *"A summary of Council travel expense by Councillor will be provided to Council semi-annually and reported on at a public meeting"*.

Attached is a summary of travel expenses covering the period of July – December 2018.

Dale Park, CPA, CGA
Director of Finance & Administration

TRAVEL EXPENSE COUNCIL - July 1 - December 31, 2018

| Name | Month | Purpose/Destination | Amount | Sub-Total | Total |
|-----------------------|--------------|----------------------------------|--------|-----------|--------------------|
| <u>Jim Parsons</u> | October 2018 | MNL Conference - Gander (3 days) | | | \$ 1,276.66 |
| <u>Bill Griffin</u> | | | | | \$ - |
| <u>Tony Buckle</u> | October 2018 | MNL Conference - Gander (4 days) | | | \$ 1,509.21 |
| <u>Josh Carey</u> | | | | | \$ - |
| <u>Linda Chaisson</u> | | | | | \$ - |
| <u>Bernd Staeben</u> | | | | | \$ - |
| <u>Vaughn Granter</u> | | | | | \$ - |
| GRAND TOTAL | | | | | \$ 2,785.87 |

| | |
|--|-------------|
| Total travel previous year July - December 2017 | \$63.00 |
| Total Travel for current year July - December 2018 | \$2,785.87 |
| Difference in semi-annual travel totals | -\$2,722.87 |

| | |
|------------------------------------|-------------|
| Total travel for Council in 2017 | \$11,628.68 |
| Total travel for Council in 2018 | \$9,128.91 |
| Difference in yearly travel totals | \$2,499.77 |



To: Public Safety Committee
From: Todd Flynn, Director of Protective Services
Subject: **Protective Services Update for December 2018**
Date: January 9th, 2019

MEMORANDUM

Protective Services statistics for December 2018 are as follows:

Municipal Enforcement Officers received 85 calls for services as follows:

By-law Enforcement:

- 2 Untidy property
- 15 Depositing of snow in road
- 4 Impeding snow clearing
- 5 Uncovered garbage

Taxi Regulation:

- 1 Taxi Driver Conduct
- 5 Taxi Driver Permits
- 5 Taxi vehicle inspections

Animal Control:

11 Calls for Service were received that included:

- 3 Roaming Animals
- 6 Injured/Dead Animals pick up
- 2 Violation issued roaming animal

Parking Enforcement:

248 Parking related violations were issued that included:

- 144 Expired meters
- 10 Fail to back in
- 33 No Parking/No Stopping
- 2 Parked on Sidewalk
- 21 Impaired Mobility (Handicapped Parking Spaces)
- 14 Overnight Parking
- Various other parking violations (Private Land, Loading Zone, Wrong Direction, etc.).

Corner Brook Fire Department Received 43 Calls for services that included:

- 7 Motor Vehicle Accidents- Multiple Injuries
- 17 Motor Vehicle Accidents- No Injuries
- 1 Motor Vehicle Collision - Entrapment
- 3 Alarm Bells (Commercial)/Alarm Ringing
- 4 Alarm Bells (Residential)/Alarm Ringing
- 2 Smoke Visible/ Smell (Residential)
- 1 Smoke Visible/ Smell (Commercial)
- 1 Carbon Monoxide
- 2 Chimney Fire
- 1 Dumpster Fire
- 2 Odor
- 1 Pole Fire
- 1 Structure Fire Residential

Corner Brook Fire Department also conducted Fire and Life Safety Inspections including:

- 2 Educational Follow Up Inspections
- 1 Industrial Inspections
- 3 Home Oxygen Inspections

911 PSAP received 2855 calls for emergencies as follows:

- 717 Ambulance
- 518 Police
- 126 Fire
- 2 Northern 911
- Other
 - 4 Crises
 - 1 Nat Resources
 - 1 NL Power/Hydro
 - 2 Testing
- 1484 Non-Transferred

REQUEST FOR DECISION

Community, Engineering, Development and Planning

SUBJECT: MP_DR18-09 – ATV/Snowmobile Trails: Planning Act Sections 16 – 19: Adoption of Plan, Public Hearing, and retention of Hearing Commissioner.

DESCRIPTION: This threefold request is for Council: to adopt the amendment as proposed; to advertise a Notice of Adoption which schedules a Public Hearing; and to retain a Hearing Commissioner to undertake the potential hearing.

The proposed amendment will allow Council to consider 'ATV/Snowmobile trail' use on a discretionary basis throughout the Municipal Planning Area while bringing existing trails into conformity with the Municipal Plan and Development Regulations. These amendments are in response to a Crown Land application by the Western Snowmobile Federation to expand a trail network in the Rural area to the south of the City. No additional trails are proposed at this time, however, the amendments will allow Council to condone future trail development utilizing only URPA section 14 for Public Consultation (newspaper) as opposed to a full section 18 Public Hearing with retained Commissioner.

PROPOSED MOTION: It is **RESOLVED** for Council to adopt Municipal Plan – Development Regulations Amendment 18-09 as proposed, as per the Urban and Rural Planning Act s.16.

It is further **RESOLVED** for Council to advertise a Notice of Adoption to schedule a public hearing, as well as to retain a Hearing Commissioner and assistant as necessary, to facilitate and report on the public hearing as per the Urban and Rural Planning Act s.17-19.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is recommended that Council: adopt the amendment as proposed; advertise a Notice of Adoption twice in the Western Star for a minimum of 14 days prior to the potential Public Hearing date; and to retain a Hearing Commissioner and assistant as necessary to carry out the Public Hearing.

Legislative Authority: Urban and Rural Planning Act: **Section (s): 16-19**

Estimated Cost: Newspaper advertising – City Central ad

Budget Line Item: Municipal Plan Amendments #721210

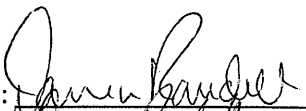

Communication Strategy:

The Notice of Adoption will be advertised twice within 14 days of the scheduled Public Hearing as per the URPA s. 17 to satisfy public notice requirements. The same will be advertised on the City's IMSP / Development Regulation Amendments web page, and posted in the lobby at City Hall. If no public objections or representations are received within two days prior to the scheduled public hearing, the hearing will be cancelled with notices posted in the City hall entrance and lobby.

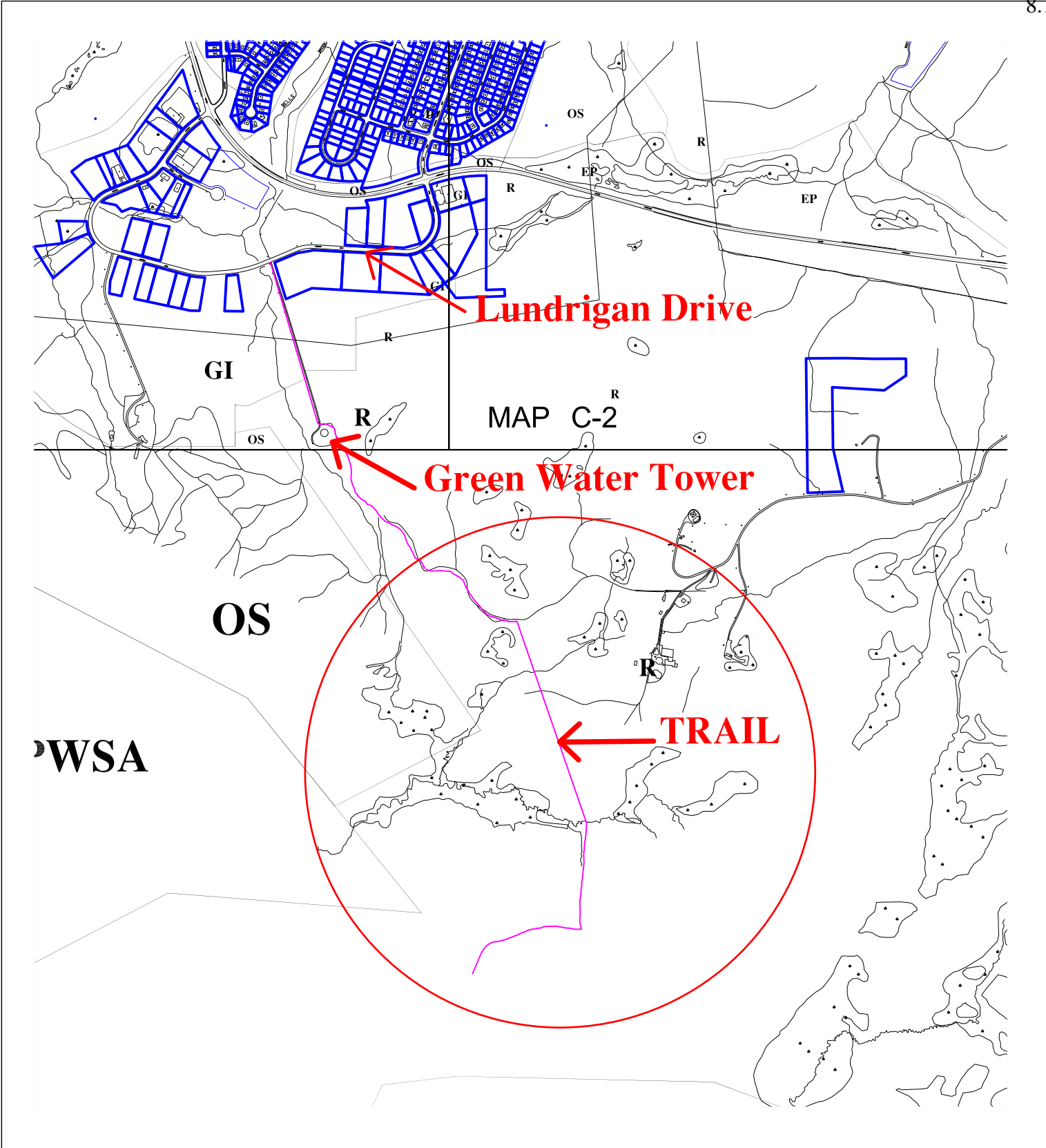
STANDING COMMITTEE COMMENTS: Implication:

BACKGROUND: Report/Document:

- Location Mapping
- 2012 IMSP Policy 2.4.3 – City Connections (Existing and Proposed)
- 2012 IMSP Policy 8.6 – Winter City (Existing and Proposed)
- 2012 IMSP Policy 8.7 – Healthy Communities (Existing and Proposed)
- 2012 IMSP Policy 8.10 – Tourism (Existing and Proposed)
- 2012 Development Regulations No. 129 (Existing and Proposed)
- 2012 Development Regulation Schedule A (Proposed) – Definitions
- 2012 Development Regulation Schedule B (Existing & Proposed) – Classification of Uses of Land and Buildings

Submitted by: 
Reviewed by: 

Date: January 2nd / 2019
Date: Jan 16, 2019




CITY OF CORNER BROOK

PROJECT TITLE:
**INTEGRATED MUNICIPAL
SUSTAINABILITY PLAN 2012 &
DEVELOPMENT REGULATIONS 2012**

DRAWING TITLE:

MP & DR AMENDMENT 18-09

| | | |
|--|-----------------|--|
|  City of Corner Brook Community Services Department Planning Division | DATE: Aug 2018 | |
| | SCALE: 1:15,000 | |

DESCRIPTION

TEXT AMENDMENTS TO PERMIT MOTORIZED RECREATION

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

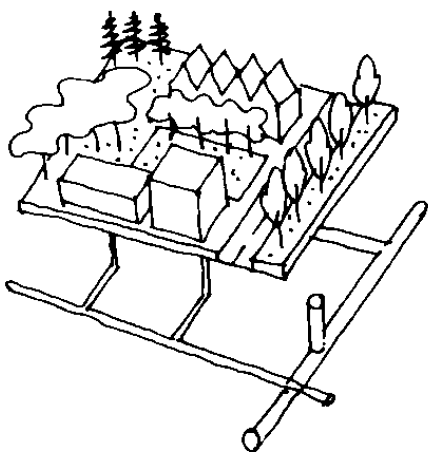
FOR LOCATION PURPOSES ONLY:

The trail subject to this amendment already exists (non-conforming use). A
Municipal Plan amendment is required to create applicable policies that
support a zoning amendment to recognize motorized recreation within the
Development Regulations. No additional trails are proposed at this time.



2.4.2 The Natural City: Environmental Goals

- E1. Promote development that supports a sustainable community that is sensitive to the natural environment and creates awareness of the natural heritage system.
- E2. Protect and manage the quality and supply of surface water resources in and adjacent to the City, managing development so that it does not negatively impact these resources.
- E3. Encourage activities that promote climate change mitigation by reducing the emission of air pollutants and greenhouse gases.
- E4. Respect and encourage the protection and enhancement of the natural environment and other distinctive features of the landscape to support a healthy ecosystem within and beyond City limits.
- E5. Develop an interconnected system of natural areas and features with public access points.
- E6. Promote and protect the integrity of the area's topography as a guiding feature of development, ensuring development proceeds in a safe and efficient manner.
- E7. Reduce the amount of waste being produced and develop capacity for local waste reduction, recycling and reuse.



EXISTING POLICY

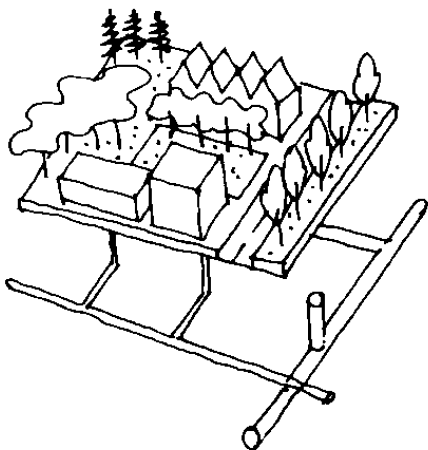
2.4.3 The City Connections: Infrastructure Goals

- I1. Ensure that development will be staged in a manner that makes full and best use of existing water, stormwater, sewer and emergency services to enhance the affordability and efficiency of infrastructure.
- I2. Develop and maintain a safe and efficient transportation system in the City that provides for all modes of travel, all ages and abilities, and supports the pattern of land use in the City.
- I3. Develop an interconnected trail system including bicycle trails where appropriate that runs throughout the City, links with regional trail systems, and allows individuals opportunities for alternative modes of transportation and recreation.
- I4. Focus on developing and improving the physical connections between key destinations and focal area in the City including the downtown core, significant commercial areas, educational institutions, key open spaces and the waterfront.
- I5. Encourage economically and environmentally appropriate incorporation of renewable energy to diversify the energy supply to municipal systems infrastructure on a residential, commercial and



2.4.2 The Natural City: Environmental Goals

- E1. Promote development that supports a sustainable community that is sensitive to the natural environment and creates awareness of the natural heritage system.
- E2. Protect and manage the quality and supply of surface water resources in and adjacent to the City, managing development so that it does not negatively impact these resources.
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- E6. Promote and protect the integrity of the area's topography as a guiding feature of development, ensuring development proceeds in a safe and efficient manner.
- E7. Reduce the amount of waste being produced and develop capacity for local waste reduction, recycling and reuse.



PROPOSED POLICY

2.4.3 The City Connections: Infrastructure Goals

- I1. Ensure that development will be staged in a manner that makes full and best use of existing water, stormwater, sewer and emergency services to enhance the affordability and efficiency of infrastructure.
- I2. Develop and maintain a safe and efficient transportation system in the City that provides for all modes of travel, all ages and abilities, and supports the pattern of land use in the City.
- I3. Develop an interconnected trail system including bicycle, walking, skiing, snowshoeing, ATV/snowmobile, and multi-use trails where appropriate that runs throughout the City, links with regional trail systems, and allows individuals opportunities for alternative modes of transportation and recreation.
- I4. Focus on developing and improving the physical connections between key destinations and focal area in the City including the downtown core, significant commercial areas, educational institutions, key open spaces and the waterfront.
- I5. Encourage economically and environmentally appropriate incorporation of renewable energy to diversify the energy supply to

motorists and pedestrians. All street design standards shall be in accordance with standards adopted by the City of Corner Brook. City streets will be designed of an appropriate width to accommodate proper snow clearing measures for the particular type of street.

03. The construction of new dwellings, buildings and other structures will conform to the snowfall load and insulation requirements of the National Building Code of Canada and be enforced by the City's Development Inspection Division to ensure compliance with the Code and conservation of energy resources.
04. Snow clearing of city streets will receive priority during winter public works operations to ensure the safety and functioning of the street network. This will normally be based on the hierarchical street system, where major arterial and collector streets will be cleared first to ensure that emergency vehicle operations are not impaired.
05. The Authority will promote and support initiatives that identify and reinforce Corner Brook as a winter city tourist destination.

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(" Snow clearing of city streets will receive priority during winter public works operations to ensure the safety and functioning of the street network. This will normally be based on the hierarchical street system, where major arterial and collector streets will be cleared first to ensure that emergency vehicle operations are not impaired.

) " The Authority will promote and support initiatives that identify and reinforce Corner Brook as a winter city tourist destination, including:

U" h.Y YgHUV]g\ a Ybhždfca ch]cbžcf WYU]cb'cZa i 'h]i gY'fU]g' UbX'gdYVWZWI gY'fU]g]bW X]b[ž cfgY'f]X]b[ž hiking, skiing gbck g\cY]b[ž UbX'5HJ #Gbck a cV]Y'fU]g'cf trail linkages k]h]b'UbmUbX'i gY'XYg]] bU]cb]XYbh]ZYX'cb the ; YbYfU]nYX: i h fY'@UbX'i gY'A Udg'5/ '6.

b. h.Y YgHUV]g\ a Ybhždfca ch]cbžcf WYU]cb'cZci hXccf off-road race tracks for both motorized and non-motorized recreation, within the Rural and Open Space land use designations.

c. establishing potential program partnerships to promote both Marble Mountain and the Blow-Me-Down Cross Country Ski Park in order to help facilitate and encourage national ski and winter events in the city.

management practices, system of open space and recreational facilities, efficient and well maintained road transportation system, improved pedestrian and cycling systems, and a mix of residential housing areas.

03. The Authority shall continue to work with housing corporations and local developers to acquire and make available land for affordable residential development, including municipal plan policies for mixed and multi-generational housing.
04. The Authority shall continue to encourage economic development within the city and promote Corner Brook as a good place to conduct business, both locally and regionally.
05. Promote Corner Brook as a world class recreation destination offering alpine and cross country skiing, hiking, boating, and other sporting and recreational experiences.
06. Support and expand recycling programs and initiatives through its own initiatives and by local organizations and government departments.
07. To continue to work cooperatively with other municipalities in the region to develop improved solid waste management practices.
08. Support community gardens and other community initiatives or strategies that promote locally grown food. Such initiatives shall be at the discretion of the authority and be assessed for various factors including but not limited to suitability of location, availability of services, adequate parking , site access and scale of proposal. Such initiatives shall also require public consultation, the scale and type to be determined by the Authority. Strategic Opportunities for future consideration may include, but are not limited to the following:
 - Community Food Assessment
 - Urban agricultural strategy/guidelines
 - Municipal Composting Program
09. To implement improved landscaping and maintenance requirements for all residential, commercial and industrial properties.
10. To continue to develop and support alternative, safe and efficient pedestrian and cycling transportation systems.
11. Support the continued development and maintenance of the city's natural resource areas such as the Corner Brook Stream Trail Network and Appalachian Trail through representation on project development committees and by providing an appropriate level and type of assistance.
12. To develop a public art program to acquire and maintain a diversity of art and interpretation.

management practices, system of open space and recreational facilities, efficient and well maintained road transportation system, improved pedestrian and cycling systems, and a mix of residential housing areas.

03. The Authority shall continue to work with housing corporations and local developers to acquire and make available land for affordable residential development, including municipal plan policies for mixed and multi-generational housing.
04. The Authority shall continue to encourage economic development within the city and promote Corner Brook as a good place to conduct business, both locally and regionally.
05. The Authority shall promote Corner Brook as a world class outdoor recreation destination offering alpine skiing, ATV/snowmobile trail networks, boating, cross country skiing, fishing, hiking, hunting, mountain bike trails, whale and wildlife watching, zip lining, and other sporting and recreational experiences.
06. Support and expand recycling programs and initiatives through its own initiatives and by local organizations and government departments.
07. To continue to work cooperatively with other municipalities in the region to develop improved solid waste management practices
08. Support community gardens and other community initiatives or strategies that promote locally grown food. Such initiatives shall be at the discretion of the authority and be assessed for various factors including but not limited to suitability of location, availability of services, adequate parking , site access and scale of proposal. Such initiatives shall also require public consultation, the scale and type to be determined by the Authority. Strategic Opportunities for future consideration may include, but are not limited to the following:
 - Community Food Assessment
 - Urban agricultural strategy/guidelines
 - Municipal Composting Program
09. To implement improved landscaping and maintenance requirements for all residential, commercial and industrial properties.
- %\$ To continue to develop and support alternative, safe and efficient pedestrian and cycling transportation systems.
- %%" Support the continued development and maintenance of the city's natural resource areas such as the Corner Brook Stream Trail Network and Appalachian Trail through representation on project development committees and by providing an appropriate level and type of assistance.
- %&" To develop a public art program to acquire and maintain a diversity of art and interpretation.

02. Through its business and community service departments, and in conjunction with other business and service organizations and the provincial government, the Authority shall support the development of a long term tourism strategy to ensure future tourism development potential.
03. Where appropriate, when assessing proposals for development in the city, the Authority may request value added amenities or technologies which support tourism and a greater degree of use and enjoyment by residents and visitors.
04. The Authority supports the continued development and promotion of both Marble Mountain and the Blow-Me-Down Cross Country Ski Park in order to help facilitate and encourage national ski events in the city.
05. The Authority supports other winter recreational activities that promote Corner Brook's role as a winter city and this is highlighted and celebrated during the annual Winter Carnival event.
06. Consideration shall be given to the year-round use of the city's recreational facilities for appropriate winter activities/events.

2. Through its business and community service departments, and in conjunction with other business and service organizations and the provincial government, the Authority shall support the development of a long term tourism strategy to ensure future tourism development potential.
3. Where appropriate, when assessing proposals for development in the city, the Authority may request value added amenities or technologies which support tourism and a greater degree of use and enjoyment by residents and visitors.
4. The Authority supports the continued development and promotion of both Marble Mountain and the Blow-Me-Down Cross Country Ski Park in order to help facilitate and encourage national ski events in the city.
5. The Authority shall promote and support the continuous development of the abandoned Canadian National Railway line as a linear provincial park where both non-motorized and ATV/ Snowmobile trail use is permitted, and provides a continuous link, where possible, to and from the City for local and tourist travel.
6. The Authority supports other winter recreational activities that promote Corner Brook's role as a winter city and this is highlighted and celebrated during the annual Winter Carnival event.
7. Consideration shall be given to the year-round use of the city's recreational facilities for appropriate winter activities/events.

EXISTING REGULATION

PART V – Use Zones

Page 76

128. DISCRETIONARY USES

Subject to these Regulations, the uses that fall within the Discretionary Use Classes set out in the appropriate Use Zone Table in Schedule C may be permitted in that Use Zone if the Authority is satisfied that the development would not be contrary to the general intent and purpose of these Regulations, the Municipal Plan, or any further scheme or plan or regulation pursuant thereto, and to the public interest, and if the Authority has given notice of the application in accordance with Regulation 26 and has considered any objections or representations which may have been received on the matter.

129. USES NOT PERMITTED

Uses that do not fall within the Permitted Use Classes or Discretionary Use Classes set out in the appropriate Use Zone Tables in Schedule C, shall not be permitted in that Use Zone. This regulation applies to all parking areas, driveways, accesses, uses and areas or activities defined as development that area subsidiary to, associated with and/or connected to the permitted or discretionary use.

PART V – Use Zones

Page 76

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129.1 USES PERMITTED IN ALL ZONES

Despite any other regulation and in accordance with the following table, the uses hereunder shall be considered as permitted or discretionary by Council in any zone within the Municipal Planning Area.

PERMITTED USES

DISCRETIONARY USES

- **ATV/Snowmobile Trails**

SCHEDULE A: Definitions

Page 79

(10) 1 sow or breed sow (including weaners and growers based on 453.6 kg = 1 unit);

(11) X turkeys, ducks, geese (based on 2,268 kg = 1 unit).

ANTENNA: Any exterior apparatus such as wires, poles, rods, or reflecting dishes used for the transmission or reception of television, radio, telephone or data signals from other antennae or satellites.

APARTMENT BUILDING: A building containing three or more dwelling units, but does not include a row dwelling or a single dwelling with a subsidiary apartment.

APPLICANT: A person who has applied to the Authority for approval or a permit to carry out a development.

APPEAL BOARD: The appropriate Appeal Board established under the Act.

APPROVAL IN PRINCIPLE: The preliminary approval of an application relating to the development subject to later submission to the Authority, for consideration and approval, which does not permit development, of details not stated in the application.

ARTERIAL STREET: The streets in the Planning Area constituting the main traffic arteries of the area and may be defined as arterial streets or highways in the Municipal Plan or on the Zoning Map.

ATV/SNOWMOBILE TRAIL: Means a single trail or network of trails, corridors, and/or accesses designed mainly for use by motorized snow vehicles or all-terrain vehicles (as defined under the *Motorized Snow Vehicles and All-Terrain Vehicles Regulations, CNLR 1163/96*). In addition to off-street facilities, this use may also include portions of the street right-of-way that may serve as linkages within the trail network. As accessory to an ATV/Snowmobile trail, this use may also incorporate active transportation modes including, but not limited to, hiking, horse riding, walking/running, cycling, cross country ski-ing, or snow-shoeing,

AUTHORITY: The Council of the City of Corner Brook or its employees so designated by

SCHEDULE B: Classification of Uses of Land and Buildings**EXISTING REGULATION**

| G. NON BUILDING USES | 1. Uses not directly related to building (continued) | | Plants |
|----------------------|--|--------------------|--|
| | | (h) Solid Waste | <ul style="list-style-type: none"> • Solid Waste Disposal • Sanitary Land Fill • Incinerators |
| | | (i) Animal | <ul style="list-style-type: none"> • Animal Pounds • Kennels • Zoos • Animal Breeders (other than domestic dogs or cats) |
| | | (j) Antenna | <ul style="list-style-type: none"> • TV, Radio and Communications Transmitting and Receiving Masts and Antennae |
| | | (k) Transportation | <ul style="list-style-type: none"> • Airfields • Railway Yards • Docks and Harbours • Bus Terminals |
| | | | |
| | | | |

SCHEDULE B: Classification of Uses of Land and Buildings**PROPOSED REGULATION**

| G. NON BUILDING USES | 1. Uses not directly related to building (continued) | | Plants |
|----------------------|--|--------------------------|--|
| | | (h) Solid Waste | <ul style="list-style-type: none"> • Solid Waste Disposal • Sanitary Land Fill • Incinerators |
| | | (i) Animal | <ul style="list-style-type: none"> • Animal Pounds • Kennels • Zoos • Animal Breeders (other than domestic dogs or cats) |
| | | (j) Antenna | <ul style="list-style-type: none"> • TV, Radio and Communications Transmitting and Receiving Masts and Antennae |
| | | (k) Transportation | <ul style="list-style-type: none"> • Airfields • Railway Yards • Docks and Harbours • Bus Terminals |
| | | (l) Motorized Recreation | <ul style="list-style-type: none"> • ATV/Snowmobile Trail |
| | | | |

REQUEST FOR DECISION

Community, Engineering, Development and Planning

SUBJECT: Approval to initiate Section 14 – Public Consultation MP_DR19-01 – Former CBC lot conversion

DESCRIPTION: It is proposed to amend zoning of the former CBC lot at 162 Premier Drive from Community Service to General Commercial zoning. The rezoning is required to accommodate the construction of a new 5-storey apartment building intended for the 55 plus age group, and the retrofitting of the former CBC building for proposed commercial uses, including: a pharmacy, walk-in clinic, gym/fitness area, small restaurant, spa/beauty parlor; and home care concierge services. All proposed uses are supported and permitted outright by the Municipal Plan and the Development Regulations with exception to the apartment building and gym facility (in the commercial building) which require Councils discretionary approval.

PROPOSED MOTION:

It is **RESOLVED** to authorize staff carry out a public consultation process, as per section 14 of the Urban and Rural Planning Act, 2000 (URPA) in order to seek public input with respect to the proposed Municipal Plan Amendment MP19-01 and Development Regulations Amendment DR19-01, being mapping amendments to the 2012 Integrated Municipal Sustainability Plan – Generalized Future Land Use Maps A&B, and the 2012 Development Regulations – Land Use Zoning Map C2.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: Initiate public consultation for the proposed rezoning following staff review of acceptable concept design. Following receipt of public input from the consultation, if any, Council may request the proponent make changes to the proposal that Council deems necessary, or submit the proposal to Municipal Affairs to satisfy URPA section 15.

Currently the preliminary design is still undergoing staff review although expected to be completed prior to the next Council meet. The proponent will be required to complete all necessary changes that staff may require to the proposed concept.

Legislative Authority:

- Urban and Rural Planning Act: **Section (s): 14**

Estimated Cost: Newspaper advertising – City Central ad

Budget Line Item: Municipal Plan Amendments #721210

Communication Strategy:

The proposed amendment(s) must be advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation will be posted once in the Western Star requesting written comments/representations from the public that may support or oppose the amendments. The same will be advertised on the City's IMSP / Development Regulation Amendments web page, and posted in the lobby at City Hall. The next required public communication in the newspaper will follow Councils decision to adopt and advertise for a Public Hearing.

STANDING COMMITTEE COMMENTS: Implication:

BACKGROUND: Report/Document:

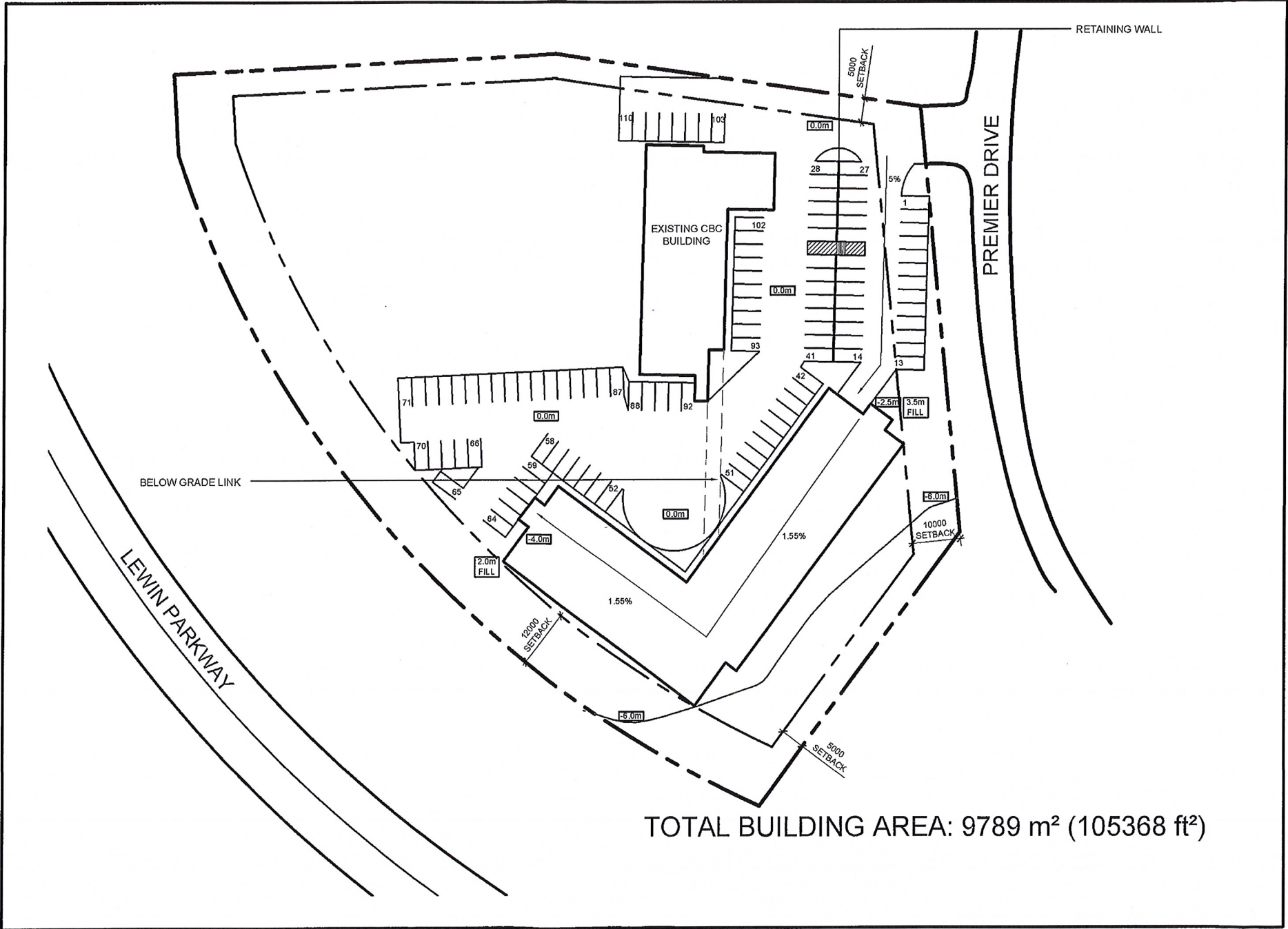
- 2012 IMSP Map A – (Existing and Proposed)
- 2012 Development Regulations Map C2 (Existing and Proposed)
- Concept layout – (proponent supplied and still subject to change)

Submitted by: _____

Date: _____

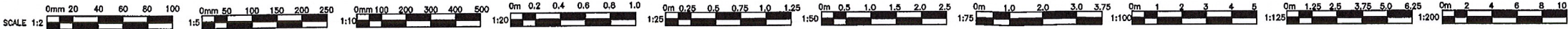
Reviewed by: _____

Date: _____



TOTAL BUILDING AREA: 9789 m² (105368 ft²)

PROPOSED SITE PLAN
SCALE 1:500 (1:1000 when printed on 11 x 17 size sheets)



Architect: Prime Consultant

FOUGERE MENCHENTON ARCHITECTURE

Discipline: ARCHITECTURAL

Sub-Consultant: Structural

Sub-Consultant: Mechanical & Electrical

Sub-Consultant: Mechanical & Electrical

Sub-Consultant: Civil

Client:

Drawn: A.R. Checked: R.F.

Designed: R.F. Approved: R.F.

Consultant's Project No. 7850-01

Professional Stamp & Permit

- Notes:
- DO NOT SCALE FROM THIS DRAWING
 - UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN MILLIMETRES.
 - CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS ON SITE PRIOR TO PROCEEDING WITH ANY PORTION OF THIS WORK.
 - CONTRACTOR SHALL DO ALL WORK IN ACCORDANCE WITH THE APPLICABLE STANDARDS AND CODES INCLUDING, BUT NOT LIMITED TO, THE NATIONAL BUILDING CODE OF CANADA, CURRENT EDITION.

| | | |
|-----|-------------------|----------|
| 5 | Issued for Review | 11/23/18 |
| 4 | Issued for Review | 11/21/18 |
| 3 | Issued for Review | 11/16/18 |
| 2 | Issued for Review | 11/01/18 |
| No. | Revisions | MM/DD/YY |

Drawing Nomenclature

Detail/Section No. 3

A-1 Dwg. No. where detailed

Project Title

SENIORS HOUSING PROJECT

Corner Brook
Newfoundland Labrador

Client's Project No.

DRAWING TITLE

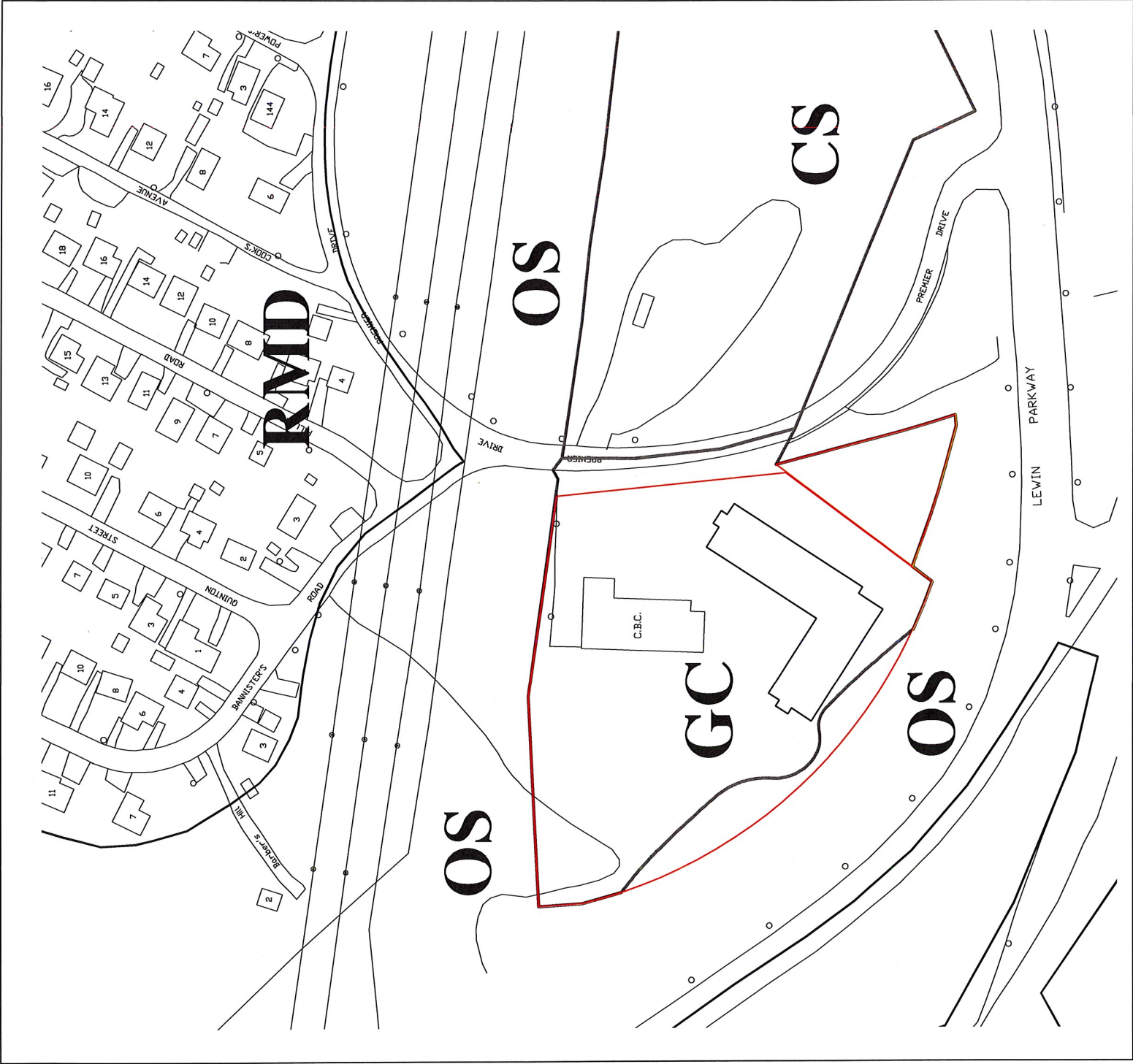
PROPOSED SITE PLAN




SCALE: As Shown

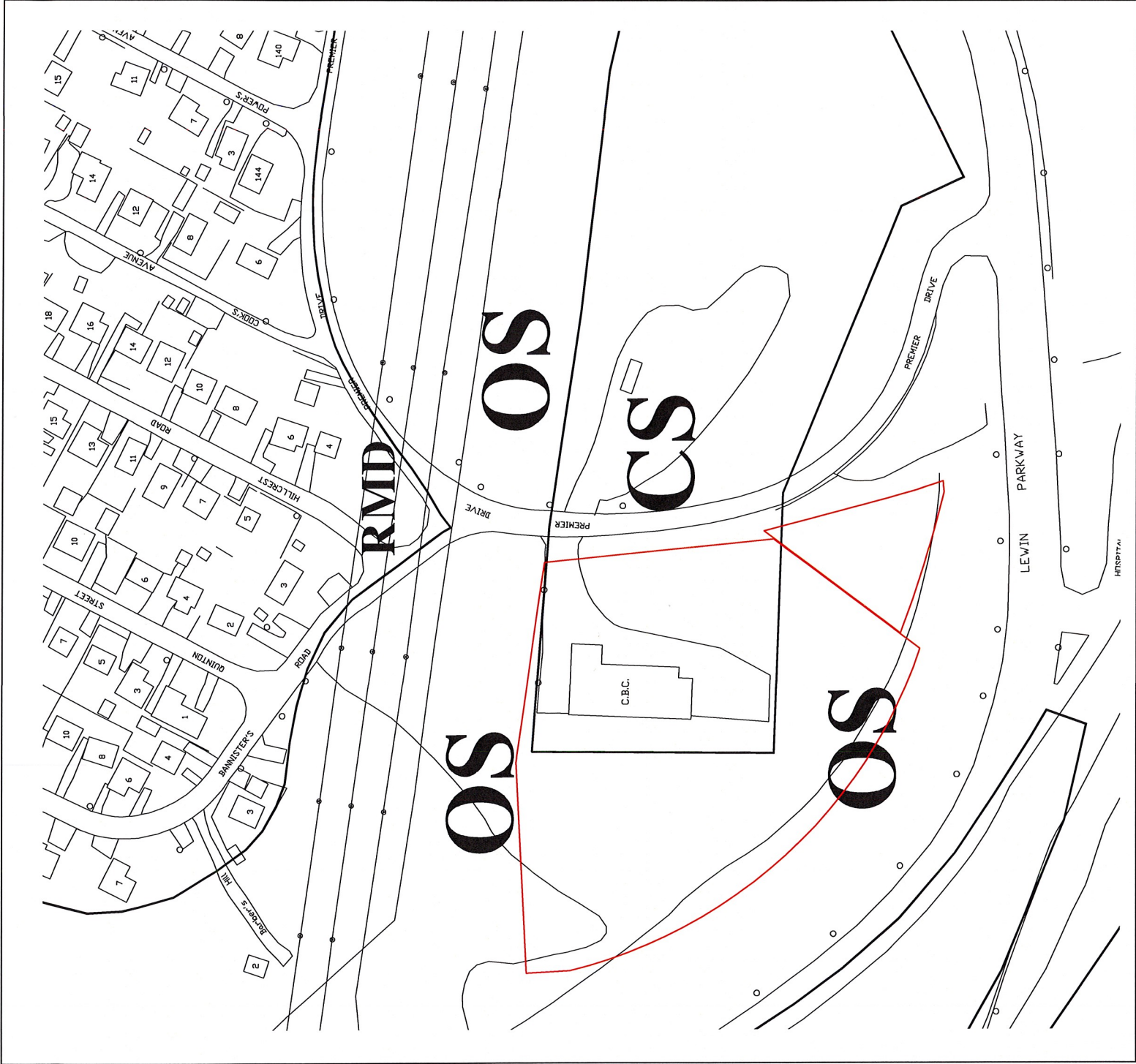
DATE: OCT 2018




REVISION NO. 6

DRAWING NO. **A-1.1**



| | | | |
|--|--|--|---------------------------|
| CITY OF CORNER BROOK | | LEGEND | |
| PROJECT TITLE: INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012 | |  | ZONING BOUNDARY |
| | |  | SUBJECT PROPERTY BOUNDARY |
| DRAWING TITLE: LAND USE ZONING MAP C2 - Proposed Zoning | | NOTE: PRELIMINARY DESIGN ONLY FOR REZONING ANALYSIS. FINAL SITE PLAN DETAILS TO BE PROVIDED AND APPROVED PRIOR TO ANY SITE DEVELOPMENT | |
| | | | |
|  | City of Corner Brook Community Services Department Planning Division | DATE: JAN 2019 | |
| | | SCALE: NTS | |
| DESCRIPTION | | | |
| 162 Premier Drive - former CBC lot | | | |
| THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS. | | | |



| | | | | |
|--|--|--|---|---------------------------|
| CITY OF CORNER BROOK | | | LEGEND | |
| PROJECT TITLE: INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012 | | |  | ZONING BOUNDARY |
| | | |  | SUBJECT PROPERTY BOUNDARY |
| DRAWING TITLE: LAND USE ZONING MAP C2 - EXISTING | | | | |
|  | City of Corner Brook Community Services Department Planning Division | | DATE: JAN 2019 | |
| | | | SCALE: 1:1250 | |
| DESCRIPTION | | | | |
| 162 Premier Drive - former CBC lot | | | | |
| THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS. | | | | |

REQUEST FOR DECISION

Protective Services

SUBJECT: New Out of Jurisdiction Response Policy for Corner Brook Fire Department

DESCRIPTION: The Corner Brook Fire Department occasionally receives request from neighbouring municipalities or agencies to respond to and or provide fire suppression support or emergency rescue services. The City's previous "Out of Jurisdiction Response" policy is being replaced by a new policy which outlines the criteria by which the Director of Protective Services could authorize such response service requests. This policy, complemented by the Corner Brook Fire Department standard operating procedure, will enable the Director to evaluate and decide on the deployment of the Corner Brook Fire Department outside the municipal boundary of Corner Brook.

PROPOSED MOTION: it is RESOLVED that the City of Corner Brook rescind the December 23, 2013, Out of Jurisdiction Policy No. 1-03-21, and replace it with the new Corner Brook Fire Department Out of Jurisdiction Response Policy, which facilitates a calculated and safe fire department deployment to areas outside its municipal boundary.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation:

The Director advises that while requests for such out of jurisdiction responses are very minimal, possibly 2 or 3 per year, there is no detailed written guidance by which the department can make its decision. This policy and operating procedure provides evaluation criteria that enable the Director of Protective Services to competently make the decision to deploy outside the jurisdiction of the City of Corner Brook.

Legislative Authority:

- City of Corner Brook Act
- Estimated Cost: n/a

Budget Line Item: n/a

Communication Strategy: The Director will communicate the new policy to its neighbouring jurisdictions.

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Submitted by: Todd Flynn

Date: January 16th, 2019

Reviewed by: _____

Date: _____



Policy Statement

| | | | |
|---------------------------------------|----------------|---|----------------------|
| Index Protective Services | | Section Corner Brook Fire Department | |
| Title Out of Jurisdiction Response | | Policy No. (Index-Sector-No.) | Authority Council |
| Approval Date | Effective Date | Last revision Date | |

Purpose

Establishment of guidelines by which the Corner Brook Fire Department may respond to incidents outside the City of Corner Brook's geographic municipal boundaries.

Policy Statement

The Corner Brook Fire Department may respond to incidents outside its municipal boundary provided that:

- 1) The City of Corner Brook Director of Protective Services or designate has decided, in accordance with the City of Corner Brook Fire Department Out of Jurisdiction Response Standard Operating Procedure (annexed hereto as Schedule "A"), to approve the request for emergency services; and
- 2) The entity requesting and/or incurring the emergency response services has agreed in writing to be responsible for all liabilities and to pay all costs associated with the City providing the emergency response services.

Definition

Incidents include: high angle rescues, rescues requiring use of the City's rescue boat, motor vehicle collisions on the Trans-Canada Highway between Pasadena and Gallants Hill and secondary provincial highways; structural fire responses in non-incorporated areas where there is a threat to life or catastrophic threat to area; requested assistance by neighbouring municipalities who have entered a written agreement with the City of Corner Brook for provision of emergency services; hazardous material incidents (as per agreement NL Fire and Emergency Services); and any other emergency services requested by NL Fire and Emergency Services, the Royal Newfoundland Constabulary, or Royal Canadian Mounted Police.

References

- a. Corner Brook Fire Department Standard Operating Procedure "Out of Jurisdiction Response"
- b. NL Fire and Emergency Service and City of Corner Brook Hazardous Materials Response Agreement



Detailed Action Required

The decision as to whether the Corner Brook Fire Department will provide a response rests with the Director of Protective Services or designate in consultation with the Deputy Chief and the City Manager or their designates. The Corner Brook Fire Department Standard Operating Procedure “Out of Jurisdiction Response”, the Policy, and the written agreement with the entity requesting the emergency response will guide the Director in determining whether the CBFD will respond to an out of jurisdiction emergency. In the event of a conflict between this policy, the applicable City standard operating procedures, and a written agreement, the written agreement will first govern, this policy will be second and the operating procedures will apply last.

All costs incurred by the City of Corner Brook, as a result of an “Out of Jurisdiction Response”, are to be recovered from the entity requesting and/or receiving the Corner Brook Fire Department response services save and except for the regular vehicle rates for use of the ladder truck. As the ladder truck has been partially funded by the province the regular vehicle rates for use of the ladder truck are exempt from cost recovery. Any costs to repair the ladder truck or replacement of parts of the ladder truck resulting directly from the provision of an out of jurisdiction response however will be cost recovered.

Note: Council reserves the right to revoke or amend this policy at any time.

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

MAYOR

CITY CLERK



STANDARD OPERATING PROCEDURE

Procedure No.
02-015

Procedure Title

Revision No.
00

Outside of Jurisdiction Response

Implementation Date

| | | |
|----|-------------------|---|
| 1. | Purpose: | This procedure will govern the process by which the Corner Brook Fire Department (CBFD) provides fire and emergency services outside the municipal boundary of City of Corner Brook. |
| 2. | Scope: | This procedure is limited to the emergency response services provided by the Corner Brook Fire Department (CBFD) outside of its municipal boundaries. |
| 3. | Safety: | <ul style="list-style-type: none"> Deployment of CBFD resources should not unreasonably compromise the safety or emergency response readiness of the CBFD. Management must consider and assess apparent risks associated with the resource/s being positioned outside our normal response zone. Firefighters deployed Out of Jurisdiction, in support of a requesting entity, must understand that they are providing support to the requesting agency and thereby work under the direction of the requesting agency; however, if at any time our CBFD Firefighters deem that their safety is being unreasonably compromised, the CBFD firefighters shall refuse, retreat and notify their supervising officer. |
| 4. | Procedure: | <ul style="list-style-type: none"> When a request is received at the CBFD, the following information shall be determined; <ul style="list-style-type: none"> Whether the entity requesting the provision of emergency services has a written agreement with the City of Corner Brook for the provision of those services; What resource/s is being requested; Where is the resource/s to be deployed; When and for how long is the resource/s to be deployed; Description of the situation into which the CBFD resource/s will be deployed. Once the request related information is collected, it is to be presented to the Director of Protective Services, or designate, who will evaluate the Request and decide whether to approve the request. |



STANDARD OPERATING PROCEDURE

Procedure No.
02-015

Procedure Title

Outside of Jurisdiction Response

Revision No.
00

Implementation Date

- The Director, or designates, evaluation will consider the following:
 - Terms and conditions of any written agreement with the entity requesting the emergency services;
 - Whether human life is threatened and could be saved;
 - Degree of danger being experienced by the subject of the request;
 - Safety of the Firefighters to be deployed;
 - weather and road conditions;
 - communications within the area of the emergency;
 - conditions at the scene;
 - availability of water or water pressure in the area of response.
 - Impact on CBFD service delivery to City of Corner Brook;
 - equipment available;
 - personnel available;
 - other emergency or emergencies.
 - Likelihood of the resource/s deployment achieving the intended outcome sought;
 - Any other considerations that could have an impact on the safety or ability of the City to protect its residents and/or firefighters and employees;
 - Any other considerations deemed to be proper or prudent by the Deputy Fire Chief, City Manager, or Director of Protective Services and/or their designates.
- In making the decision, the Director, or designate, will consult with the CBFD Deputy Chief and/or the City Manager or their respective designates. **Note: If the City Manager was not initially consulted, the Director shall advise him/her immediately thereafter the decision was made.**
- Once the decision has been made, the Deputy Chief or designate shall advise the requestor and the Director or designate shall advise City Council and senior City management of the request and subsequent decision.
- If the entity requesting the emergency response services does not already have a standing written agreement with the City of Corner Brook for provision of emergency services, the Director shall forward the waiver and indemnity annexed hereto as Form A to the requesting agency for their acceptance and signature.

NOTE: If an approved Request depletes CBFD staffing to below minimum level, the off-duty shift shall be called in, up to the minimum complement of Firefighters.



STANDARD OPERATING PROCEDURE



Procedure No.
02-015

Procedure Title

Revision No.
00

Outside of Jurisdiction Response

Implementation Date

| | | | |
|----|--------------------------|---|--|
| | | <p>All cost associated with firefighter call-in shall be billed back to the Requesting agency.</p> <ul style="list-style-type: none"> Once the requestor has properly completed and returned Form A, the CBFD may then provide the emergency services, and thereafter shall determine the full cost that was incurred by the City for the response and create an invoice to be sent to the requestor for payment. | |
| 5. | Process map: | N/A | |
| 6. | Responsibilities: | <p>Deputy Chief: Upon receipt of a request for service that would deploy CBFD resources outside its geographical jurisdiction, the Deputy Chief shall collect all details as listed in the procedure. These details are then to be passed to the Director of Protective Services or designate. The Deputy Chief, or designate, will advise the Director or designate on the operational capability of the CBFD to fulfill the Request and provide any other information and/or opinion that may be relevant to the decision of whether the CBFD should respond to the emergency.</p> <p>Director: Upon receipt of the Request information from the Deputy Chief or designate, the Director or designate will conduct evaluation as described in the procedure. The Director, or designate, will consult with the Deputy Chief and City Manager in making the decision.</p> <p>Firefighter: Firefighters who are deployed to an out of jurisdiction response shall understand that unless otherwise instructed, they are supporting a response of the requesting agency and are not the lead responder or in charge. Firefighters will provide support as requested by the requesting agency's officer in charge.</p> | |
| 7. | References: | City of Corner Brook Out of Jurisdiction Policy | |
| 8. | Definitions: | CBFD- Corner Brook Fire Department | |
| 9. | Approvals: | Deputy Chief Operations  | Director Protective Services  |



| | | |
|---|-------------------------------------|-------------------------|
| Procedure Title Outside of Jurisdiction Response | STANDARD OPERATING PROCEDURE | Procedure No. 02-015 |
| | | Revision No. 00 |
| | | Implementation Date |

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STANDARD OPERATING PROCEDURE

Procedure Title

Outside of Jurisdiction Response

Procedure No.

02-015

Revision No.

00

Implementation Date

MEMORANDUM OF UNDERSTANDING BETWEEN

THE CITY OF CORNER BROOK AND _____, (HEREINAFTER
REFERRED TO AS THE "REQUESTOR").

FROM: _____, the Requestor of emergency
services (the "Requestor")

TO: City of Corner Brook and Corner Brook City Council, the Provider of emergency services (the "City")

DATE: _____

LOCATION OF INCIDENT REQUIRING EMERGENCY SERVICES:

DETAILS OF INCIDENT REQUIRING EMERGENCY SERVICES:

It shall be understood that:

- 3) The Requestor will pay the City of Corner Brook for costs of response upon receipt of invoice as per Terms and Conditions attached.
- 4) As the City of Corner Brook services and equipment will be working under the direction of the requesting Fire Department; the Requestor shall indemnify the City of Corner Brook, the Corner Brook Fire Department and its employees of any legal liabilities resulting from the Corner Brook Fire Department providing emergency services and operating its Fire Apparatus within the servicing district of the Requestor.

| | |
|---------------------------------|------|
| Requestor | Date |
| Director of Protective Services | Date |



STANDARD OPERATING PROCEDURE

Procedure Title

Outside of Jurisdiction Response

Procedure No.

02-015

Revision No.

00

Implementation Date

TERMS AND CONDITIONS FOR PROVISION OF EMERGENCY SERVICES

The Requestor hereby agrees to pay the City for all costs that the City incurs by responding to and providing emergency services in relation to the incident described above. Such costs include but are not limited to charges for labour, vehicle usage, equipment, materials, supplies, and any damage/repair/maintenance or replacement costs of vehicles, equipment, materials and supplies.

In the event that City firefighters are deployed to provide emergency services, the City reserves the right to call in from the off-duty shift such complement of firefighters as the City in its sole discretion deems appropriate for the Corner Brook Fire Department to provide uncompromised coverage for emergencies within the City's municipal boundaries and the Requestor shall pay the additional labour costs. Not in any way limiting the generality of the foregoing, the Requestor agrees to pay the City its costs of attending the scene of the emergency, regardless of whether or not emergency services are rendered by the City at the scene.

The Requestor agrees to pay the City in full within thirty (30) days of the date on the invoice issues to the Requestor from the City. The Requestor agrees that any overdue amounts shall be charged interest at the rate prescribed by the City in its annual budget for the applicable year(s) in which the sum(s) remain outstanding. The rate of interest prescribed for overdue accounts in the City's 2018 budget is 10.5% per annum compounded monthly.

The Requestor covenants to indemnify and save harmless the City from, and against, any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation 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 City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, residents, guests, visitors, invitees, employees, agents, and property of the Requestor) directly or indirectly arising out of, resulting from or sustained as a result of the City's provision of emergency services. This indemnity shall extend to all costs, counsel fees, expenses, and liabilities which the City may incur with respect to any such claim.

The Requestor agrees that all firefighters, officers, members, agents, and employees of the City of Corner Brook involved in providing emergency services are deemed to be firefighters, officers, members, agents, and employees of the Requestor while the services are being provided.

I, _____, on behalf of the Requestor, hereby warrant and represent that I have read and understood this waiver and indemnity in its entirety and that I have authority to legally bind the Requestor with my signature.

| | |
|---|---|
| Signature of the Requestor (Print Name next to Signature) | Signature of the Witness (Print Name next to Signature) |
| Date | Date |