



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, February 11, 2019 at 7:00 PM. Council Chambers, City Hall.**

CITY CLERK

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1 CALL MEETING TO ORDER

2 APPROVALS

2.1 Approval of Agenda

2.2 Approval of Minutes - **Regular Council Meeting- January 21, 2019**

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

4.1 Proclamations

4.2 Winter Carnival 2019

4.3 Tax Payments

5 TENDERS

5.1 Civic Center Service Agreement

5.2 Supply of Equipment) One (1) sewer Video Inspection Lateral Camera
& One (1) Sewer Video Inspection Mainline Camera

5.3 Corner Brook Regional Recreation Centre

6 REPORTS

6.1 [Memo - STAR Corner Brook Public Stakeholder Update](#)

7 MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT

27 - 42	7.1	MP18-09 & DR18-09 - ATV/Snowmobile Trails
	8	PLANNING AND DEVELOPMENT
43 - 47	8.1	Home Base Business -- 30 Hann Crescent
49 - 53	8.2	Home Base Business -- 9 Gilbert Street
55 - 59	8.3	RFD - Apartment Building -114 Georgetown Rd
	9	ADJOURNMENT
		The meeting adjourned at

Violence Prevention Month Proclamation 2019

WHEREAS, the Violence Prevention Initiative of the Government of Newfoundland and Labrador is based on a vision that the people of our province will live in safe, caring communities, where there is an inherent respect for each other and violence of any sort is unacceptable;

WHEREAS, the solution to ending violence against those most at risk in our society – women, children and youth, Indigenous women and children, persons with disabilities, older persons, and others who are victims of violence because of their ethnicity, sexual orientation, or economic status – is through collaborative efforts between the Provincial Government and the community to improve services and to educate all residents of our province about violence prevention;

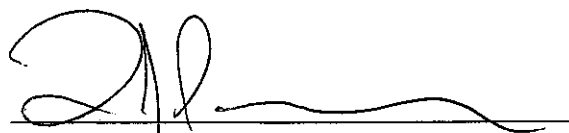
WHEREAS, the province of Newfoundland and Labrador fosters self-reliant, healthy, educated individuals and families living in safe, nurturing communities;

WHEREAS, Violence Prevention West, with its partners; the Corner Brook Status of Women Council and the Committee on Family Violence and others in our community, have been working to improve services to victims of violence and violence prevention programs for many years;

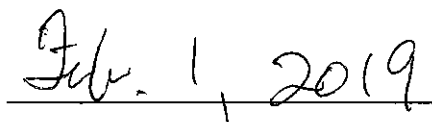
WHEREAS, the Government of Newfoundland and Labrador and its various departments have made a commitment to partner with the community through the Violence Prevention Initiative to seek long-term solutions to violence;

WHEREAS the municipalities of this province have a leadership role to play in creating safer communities;

I am pleased to proclaim the month of February 2019 to be Violence Prevention Month. I encourage all residents of the City of Corner Brook to recognize that violence prevention is everyone's responsibility and to support violence prevention activities in their community.



City of Corner Brook Representative



Date



Winter Carnival 2019

City of Corner Brook Sponsored Events

The Mayor and members of City Council are pleased to invite members of the community to City of Corner Brook Sponsored Events

Friday, February 15, 2019

6:00 pm Flag Raising and Lighting of the Carnival Torch at City Hall

Join the Carnival Committee as they officially launch Carnival 2019 with the flag raising and lighting of the torch at City Hall. Entertainment by Atlantic Boy Choir. Hot Chocolate will be served.

6:45 pm Torch Light People Parade Join the fun and adventure

Walk with our Committee and Chair and special guests as they carry the Carnival Torch from City Hall to Margaret Bowater Park. The parade route will leave City Hall, proceed up Park Street, onto West Valley Road, turn onto Elswick Road ending at Margaret Bowater Park. Bring your family and friends and have some fun!

7:00 pm Opening Ceremonies - Party at Margaret Bowater Park

Come celebrate Carnival's Night of Music and Magic. Join in the excitement as Leif The Lucky emerges from his hut to begin the 10 days of Carnival 2019. Come enjoy outdoor entertainment, fireworks, and snacks provided free of charge.

Saturday, February 16, 2019

11:30 am – 1:00 pm Chili “Cook-Off” Lunch

Join us at the Civic Centre Studio Lobby for the 11th Annual Chili Cook off! Tempt your taste buds with a wide variety of chili prepared by local chefs. You can sample chili at each booth, vote for your favorite, and enjoy live local music while you eat. The winner will take home the 2019 Chili Crown.



February 11, 2019

Mister Mayor, 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.

Taxes can be paid at City Hall Monday through Friday, from 8:00 am until 5:00 pm. The following are accepted methods of payment:

- Cash/debit
- Cheque
- Pre-authorized payments (Property Tax and Business Tax Payments only)
- A taxpayer can set up payment plan for the 1st or 15th of the month or Bi-Monthly with the City by filling out a Pre-Authorization form and providing a void cheque or a Direct Deposit form from your financial institution. Any changes or cancellations must be made by filing out the PAD Change Notice form.

Taxes may also be paid through online and telephone banking. All property taxes are due by February 28th and business tax is due by March 29th. Any balance remaining after the due dates will be charged interest at a rate of 10.5% per year.

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

REQUEST FOR DECISION

Public Works, Water and Wastewater (Civic Center)

SUBJECT: Civic Center Building Automation System Hardware and Software Maintenance Service Agreement

DESCRIPTION: The Civic Center currently has a building automation system that was installed and is periodically serviced by Honeywell Building Solutions when problems arise. To date no service agreement exists for the building automation hardware or software maintenance. The majority of the building automation system is related to heating of the building which is a significant cost to the Civic Center. The monitoring and maintenance of the building automation system by professionals of Honeywell Building Solutions will identify areas of improved efficiency within our current systems. Although staff recognize the cost to implement a service contract is not insignificant, we feel the cost savings will exceed the cost of the service contract over time.

PROPOSED MOTION: Be it resolved that Corner Brook City Council accept staff's recommendation to award the Civic Center Building Automation System Hardware and Software Maintenance Service Agreement, to Honeywell Building Solutions for three years at the amount of \$28,500 plus HST for first year, \$23,500 plus HST for two additional years.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is the recommendation of staff to award the Civic Center Building Automation System Hardware and Software Maintenance Service Agreement, to Honeywell Building Solutions for the amount of \$28,500 plus HST for first year, and \$23,500 plus HST for two additional years.

Legislative Authority:

- Public Tendering Act

3. (1) Where a public work is to be executed under the direction of a government funded body or goods or services are to be acquired by a government funded body, the government funded body shall invite tenders for the execution or acquisition.

(2) Notwithstanding subsection (1), the government funded body is not required to invite tenders

(a) where the estimated cost, in the case of goods or services is not more than \$10,000, and in the case of a public work is not more than \$20,000, exclusive of goods and services tax imposable under Part IX of the *Excise Tax Act* (Canada);

(b) where the estimated cost of the work or acquisition is not more than \$25,000, exclusive of tax imposable under Part IX of the *Excise Tax Act* (Canada), and it appears to the head of the government funded body that in view of the nature of the work or acquisition it is not advisable to invite tenders;

Estimated Cost: \$28,500 plus HST for first year, \$23,500 plus HST for two additional years.

Budget Line Item: Civic Center Operations Budget

Communication Strategy: Sign and forward service agreement to Honeywell

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document: Honeywell Building Solutions Service Agreement

Submitted by: D. Burden_____

Date: January 29, 2019_____

Reviewed by: _____

Date: _____

Civic Centre CB EBI Upgrade Quote

HoneywellHoneywell Limited
1 Duffy Place
St. John's, NL A1B 4M6Quote Type: Firm-Fixed
Quote Date: 22-Jan-2019
Quote Number: Opp-1944266-57781
Honeywell Professional: Chris StockleySite: Civic Centre Corner Brook
PO Box 218 Stn Main
Corner Brook, Newfoundland And Labrador,
Canada A2H 6C9Customer: City of Corner Brook
PO Box 1080
CORNER BROOK, Newfoundland/Labrad.,
Canada A2H 6E1Contact: Willie Smith
Phone: (709) 637-1245
Email: wsmith@cornerbrook.comContact:
Phone:
Email:**WORK TO BE PERFORMED**Enterprise Building Integration (EBI) Software Upgrade, Includes
•Upgrade existing R410 Version to R500.
•Back up existing Data Base and restore to new software
•Verify Operation.**CLARIFICATIONS / EXCLUSIONS**

Clarification: Work to be carried out during normal working hours.

Exclusion: Customer provides all LAN Drops, Switches, PC Hardware, and Windows 2012 Virtual Environment.

Exclusion: HST EXTRA

PRICETHIS QUOTATION is valid for 30 days.
Sales tax, if applicable, will be invoiced separately.
Use tax, if applicable, is included in the price.

QUOTATION TOTAL:

\$5,000.00

Currency: CAD

Terms and Conditions

This offer is subject to Honeywell Terms & Conditions, copy available upon request. This quotation is valid for a period of 30 days from the date of issue. We reserve the right to apply for partial payment at any time during contract performance.

To accept this proposal, simply sign the document and return together with an official purchase order to either the issuing engineer or via post/fax to the address listed above. By accepting this quotation, the Customer Responsible Person is aware of and agrees with the proposed system modification(s).

Honeywell reserves the right, in its discretion, to increase the price(s) set forth in this Proposal in the event that tariffs (or similar governmental charges) imposed by the United States or other countries result in any increase in the costs that Honeywell used to determine such price(s).

I confirm acceptance of this quotation in accordance with the aforementioned Terms & Conditions. I agree that any terms and conditions referenced in the official purchase order shall be considered null and void.

Honeywell Professional

Customer Acceptance

Name: _____

Title: _____

Date: _____

Signature: _____

Purchase Order #: _____

Honeywell Building Solutions**SERVICE AGREEMENT - CANADA**

Date: 1/18/2019

Proposal Number: OPP_1944229

Agreement Number: TBD

(HONEYWELL)
Honeywell Building Solutions
1 Duffy Place
St. John's, NL A1B 4M6

(CUSTOMER)
City of Corner Brook
PO Box 1080
Corner Brook, NL A2H 6E1

Service Location Name: Civic Centre
Service Location Address: 1 Canada Games Place, Corner Brook, NL A2H 6C9

Scope of Work: HONEYWELL LIMITED, through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- | | |
|---|--|
| <input type="checkbox"/> Preferred Temperature Control Services | <input type="checkbox"/> Site Services |
| <input type="checkbox"/> Flex Temperature Control Services | <input type="checkbox"/> Honeywell Energy Analysis Reporting |
| <input checked="" type="checkbox"/> Preferred Automation Maintenance Services | <input type="checkbox"/> Air Filter Services |
| <input type="checkbox"/> Flex Automation Services | <input type="checkbox"/> Water Treatment Services |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services | <input type="checkbox"/> Critical Parts Stocking |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services | <input type="checkbox"/> Thermography Services |
| <input type="checkbox"/> Preferred Security System Inspect Services | <input type="checkbox"/> Emergency Generator Services |
| <input type="checkbox"/> Flex Security System Services | <input type="checkbox"/> In Suite Services |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radionics |
| <input type="checkbox"/> Flex Mechanical Maintenance Services | <input type="checkbox"/> Indoor Air Quality Auditing Services |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services | <input type="checkbox"/> Service Management Software |
| <input type="checkbox"/> EBI Services | <input type="checkbox"/> FM Worksite |
| <input type="checkbox"/> Online Services | <input checked="" type="checkbox"/> Other/Special Provisions - <u>Multi-Year Pricing</u> |
| <input type="checkbox"/> Advanced Support | <input type="checkbox"/> Honeywell Users Group |

Contract Term: Three (3) years from the Effective Date. Customer Honeywell CS
(INITIALS)

Contract Effective Date: January 1, 2019

Price for Year 1: Twenty-Three Thousand Five Hundred And 00/100 Dollars, (\$23,500.00), plus applicable taxes

Payment Terms: Annual in advance

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature)

Name: Chris Stockley
Title: Sr. Account Manager
Date: January 18, 2019

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:
HONEYWELL LIMITED, through
its Honeywell Building Solutions business unit

City of Corner Brook

Signature: By: [Signature]
Name: Rod Dowden
Title: Branch Manager
Date: January 18, 2019

Signature: By: [Signature]
Name: William Smith
Title: General Manager
Date: January 18, 2019

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labour and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labour or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labour or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;

(b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.

(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOULD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mould, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mould on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mould or conditions caused by Hazardous Substances or Mould.

5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOULD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

6.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mould.

7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOULD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mould, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mould, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the Province where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, during and after the term of this Agreement, (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with this Agreement, and (b) assign or transfer the rights under this Section 14.6. To the extent required by Honeywell, Customer will enable Internet connectivity between its applicable system(s) and the Honeywell Sentience™ cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Agreement. This Section 14.6 shall survive expiration or termination of this Agreement.

15. COVERAGE

15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.

15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.

15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labour rates for such services.

15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.

15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.

15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.

15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.

15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labour of any such refrigerant not otherwise provided for under this Agreement at current market rates.

15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.

15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.

15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

16. TERMS OF PAYMENT

16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.

16.2 **Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

17. TERMINATION

17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.

17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

17.3 **Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. DEFINITIONS

18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Mould" means any type or form of fungus or biological material or agent, including mould, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.

Preferred Automation Maintenance Services

1.1 Scope - HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

List of Covered Equipment:

FIELD DEVICES			
Name	Qty	Part Number	Description
CO	2	C7632B1 002	Hon: CO2, duct, 0-10vdc
CS	6	H708	Veris: Current switch, solid core, adj,
RH	1	HRH300A03K	Greystone: Humidity/temperature, 3%,
IT	5	HTE200C20B2E	Greystone: Temp, immersion, 20k,
Well	5	T1-1/2 BR4	Greystone: Well, 4 in, brass
Duct Temp	4	HTE200FDB20B	Greystone: Temp, duct, avg, 20k,
Actuator	7	MS7520A2007	Hon: Actuator, dir cpl, 2—10vdc
Relay	118	LY2-AC24	Omron: Relay, 24vac/46ma, dpdt/13A
Base	118	PTF08A-E	Omron: Relay socket, dpdt, DIN rail
Ave Temp	10	HTE200B20E2	Greystone: Temp, duct, 20k, 12 in, —40 to 21 2F
SPT	18	TR21	Hon: Temp, room, 20k, no jack
TNA	2	HTE200FDB20B	Greystone: Temp, duct, Avg, 20k
TNK	3	HTE200B20E2	Greystone: Temp, duct, 20k,
TNW	10	HTE200C20B2E	Greystone: Temp, immersion, 20k,
Well	10	T1— 1/2 BR4	Greystone: Well, 4 in, brass
TS	3	HTE200AS20	Greystone: Temp, room,
TS	6	HTE200C20B2E	Greystone: Temp, immersion
TS2	7	HTE200B20E2	Greystone: Temp, duct
WTA	40	TR21	Hon: Temp, room, 20k, no jack
PANEL DEVICES			
CPN	12	CP-PC	Hon: ComfortPoint plant controller
CPO	4	CP-EXPI0	Hon: ComfortPoint, expansion I/O board
CPP	10	CP-DIO	Hon: ComfortPoint, digital I/O controller
CPR	1	CP-SPC	Hon: Comfort Point, small point controller

List of Covered Software:

Drawing number(s) and date(s) (if applicable)				
Quantity	Software Product Number	Version	Product Description	Location
1	EBI	R410	Enterprise Building Integrator	Boiler Room

1.2 Coverage - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CUSTOMER.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

1.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design

as required to maintain CUSTOMER'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

1.4 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CUSTOMER'S sole responsibility.

CUSTOMER shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CUSTOMER'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CUSTOMER'S system are excluded under this Agreement and will be provided when and if available and at CUSTOMER'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CUSTOMER, provided that CUSTOMER abides by the terms of the License Agreement for Software Products.

1.5 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CUSTOMER. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CUSTOMER'S site within 4 hours. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CUSTOMER will be liable for charges then prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☒ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included
- ☐ **Extended Hours Emergency Service:**
12 hours per day, five days per week, federal holidays excluded.
Specified hours: 6:00 a.m. - 6:00 p.m., Monday through Friday.
- ☐ **Regular Business Hours Emergency Service:**
8.5 hours per day, five days per week, federal holidays excluded.
Specified hours: 8:00 a.m. - 4:30 p.m., Monday through Friday.

1.6 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CUSTOMER'S request. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.7 Honeywell ServicePortal - HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Special Provisions

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell Building Solutions – Services Agreement No. **TBD**

1. Full coverage service starts upon completion of first service visit, all deficiency noted during first visit will be quoted separately and full coverage will apply to repaired items. Full coverage of all devices starts when all deficiencies are completed.
2. Electrical Starters, line voltage devices, motors, compressors, not included.
3. HVAC Equipment, VAV Boxes, Heaters, Belts, Filters, etc. not included.
4. NON-Honeywell supplied and installed controls NOT included, controls that were supplied with equipment not included.
5. Lights not Included.
6. Honeywell Heating Valves & Actuators included, replacement of valves NOT Included.
7. Mechanical Systems Maintenance NOT Included.
8. Refrigeration Systems NOT Included.
9. Boiler not included.
10. LAN Drops as required by others.

Multi-Year Pricing

<u>Year</u>	<u>Annual Pricing</u>
Year 1 January 1, 2019 – December 31, 2019	\$ 23,500.00 + HST
Year 2 January 1, 2020 – December 31, 2020	\$ 24,205.00 +HST
Year 3 January 1, 2021 – December 31, 2021	\$ 24,932.00 + HST
Option Year 1 January 1, 2022 – December 31, 2022	\$ 25,680.00 + HST
Option Year 2 January 1, 2023 – December 31, 2023	\$ 26,451.00 + HST

REQUEST FOR DECISION

Public Works, Water & Wastewater

SUBJECT: Supply of Equipment: One (1) Sewer Video Inspection Lateral Camera & One (1) Sewer Video Inspection Mainline Camera

DESCRIPTION: Quotations were recently invited by the City of Corner Brook for the supply of One (1) Sewer Video Inspection Lateral Camera & One (1) Sewer Video Inspection Mainline Camera. The tender closed on January 30, 2019 and all compliant quotations are indicated below.

<u>Company</u>	<u>Price (HST Inc.)</u>
FST Canada Inc. O/A Joe Johnson Equipment	\$30,739.50

STAFF

RECOMMENDATION: It is the recommendation of staff to accept the bid of \$30,739.50 (taxes included) by FST Canada Inc. O/A Joe Johnson Equipment for the supply of One (1) Sewer Video Inspection Lateral Camera & One (1) Sewer Video Inspection Mainline Camera.

PROPOSED MOTION: Be it resolved that Corner Brook City Council accept staff's recommendation to accept the bid of \$30,739.50 (taxes included) by FST Canada Inc. O/A Joe Johnson Equipment for the supply of One (1) Sewer Video Inspection Lateral Camera & One (1) Sewer Video Inspection Mainline Camera.

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$30,739.50 (taxes included)

Budget Line Item:

Communication Strategy:

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document:

Submitted by: Donald Burden

Date: _____

Reviewed by: _____

Date: _____

REQUEST FOR DECISION

[Director of Community, Engineering, Development & Planning]

SUBJECT: Prime Consultant Services – Corner Brook Regional Recreation Centre

DESCRIPTION:

The City of Corner Brook has requested proposals to select a Prime Consultant to undertake research and critical analysis to assess options of revitalizing the existing pool/gym at Grenfell Campus.

Proposals were received from two firms and were evaluated by a staff committee in accordance with the RFP evaluation criteria. Based on that evaluation the committee has selected the preferred proponent.

STAFF RECOMMENDATION:

To approve the proposal by SNC LAVALIN Inc.

PROPOSED MOTION:

Be it **RESOLVED** that Corner Brook City Council approve the Proposal and subsequent Prime Consultant Agreement with SNC LAVALIN with an estimated total cost of \$113,441 HST Inc.

IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$113,441 (HST Included)

Budget Line Item: Funded under the Multi-Year Capital Program

Communication Strategy: N/A

Website:

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

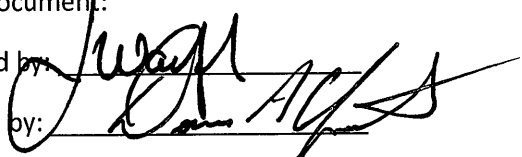
Report/Document:

Submitted by:

Date:

Reviewed by:

Date:

Submitted by:  Date: Feb 6 / 2019

Reviewed by:  Date: 2019/02/07



City of Corner Brook

MEMO

To: MAYOR AND COUNCIL

From: MANAGER OF COMMUNITY SERVICES

Subject: STAR PUBLIC STAKEHOLDER SESSIONS UPDATE

Date: FEBRUARY 6, 2019

Over the past two weeks, the STAR (Strategic Tourism for Areas and Regions) Committee alongside Tract Consulting conducted three public stakeholder sessions in the Humber-Bay of Islands region. The intent of these public meetings includes educating the general public and local stakeholders on the STAR initiative, obtaining feedback on current tourism assets in the region, and further identifying key stakeholders and tourism related activities.

The first two sessions were held in Meadows and Lark Harbour on Tuesday, January 29th and Wednesday, January 30th respectively. These sessions were led by consultant Neil Dawe and STAR Co-chair Craig Borden of Rugged Edge. Both of these engaging sessions had large turnouts with 22 individuals in Meadows and 27 in Lark Harbour. The Corner Brook Session that was held on Tuesday, February 5th saw 60 attendees.

All sessions were attended by members of the public, entrepreneurs, government staff, local organizations, and tourism operator teams. Through these consultations, both the STAR Committee and consultant received critical data and information on the current assets for tourism in the region. From identifying the "hidden gems" like remote water falls to cataloguing the well-established operators in the area, the public stakeholder sessions has provided the basis to create our regional tourism plan in order to grow this powerful industry.

The external committee, consultant, and City staff will continue to conduct STAR related activities over the next year in an intensive effort to increase our regional tourism capacity. In the coming weeks, the consultant will return to Corner Brook to conduct a public *Visioning, Benchmarking, and Idea Generation* event. To be held on March 14th, this highly interactive session led by *Tourism 360* author Mike Stolte will allow stakeholders to generate new ideas and strategies to further increase and refine our local tourism product offerings.

Annette George, P.Eng

REQUEST FOR DECISION

Community, Engineering, Development and Planning

SUBJECT: MP_DR18-09 – ATV/Snowmobile Trails: Planning Act Sections 23-24: Approval of Plan, Registration Submission, and Gazette/Western Star advertising.

DESCRIPTION: This threefold request is for Council: to approve the amendment as proposed; to submit the amendment for registration with Municipal Affairs, and to advertise a Notice of Registration in the Gazette and Western Star newspaper.

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 approve Municipal Plan – Development Regulations Amendment 18-09 as proposed, as per the Urban and Rural Planning Act s.23 (3).

It is further **RESOLVED** for Council to submit Municipal Plan – Development Regulations Amendment 18-09 for registration, as per the Urban and Rural Planning Act s.23 (4)

It is further **RESOLVED** for Council to advertise a Notice of Registration in the Gazette and the Western Star newspaper to advise on the effective date of the registered amendment, as per the Urban and Rural Planning Act s.24(2).

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is recommended that Council: approve the amendment as proposed; submit the amendment for registration with Municipal Affairs, and to advertise a Notice of Registration in the Gazette and Western Star newspaper.

Legislative Authority: Urban and Rural Planning Act: **Section (s): 23-24**

Estimated Cost: Newspaper advertising – City Central ad

Budget Line Item: Municipal Plan Amendments #721210

Communication Strategy: The Notice of Registration will be advertised in the Gazette and the Western Star newspaper to satisfy URPA s. 24 .

STANDING COMMITTEE COMMENTS: Implication:

BACKGROUND: Report/Document:

- 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

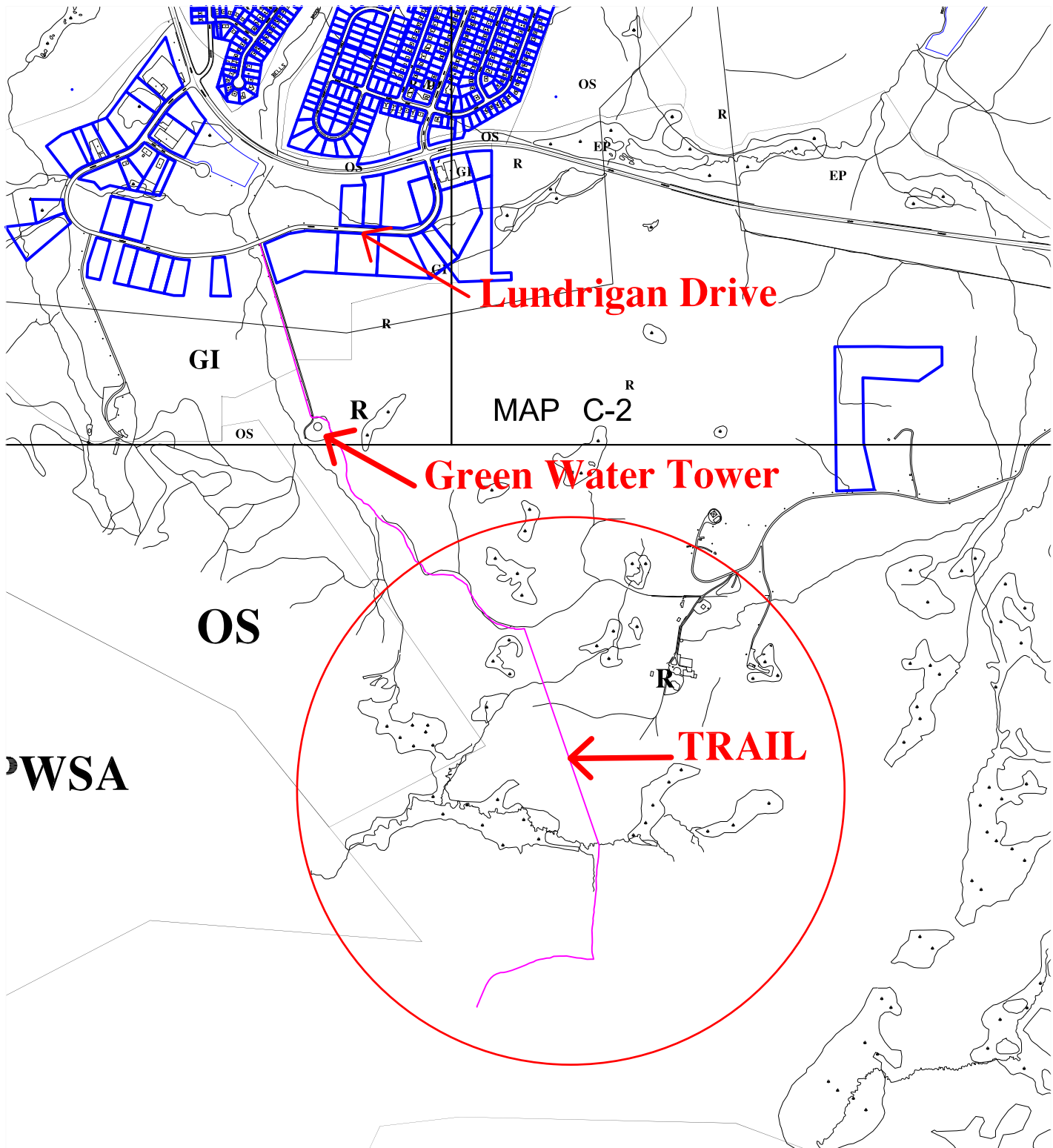
Submitted by: 

Date: Feb 08 / 2019

Reviewed by: 

Date: Feb 8, 2019

Last update: 2017-06-20




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 DESCRIPTIONS.

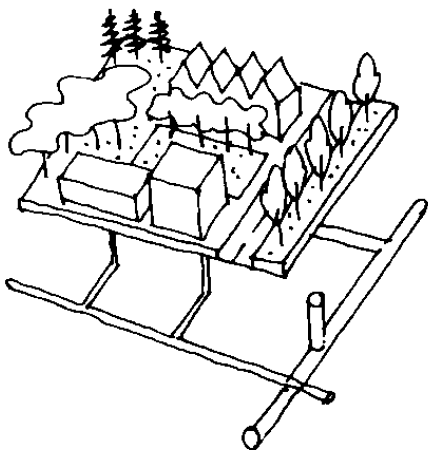
FOR LOCATION PURPOSES ONLY:

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

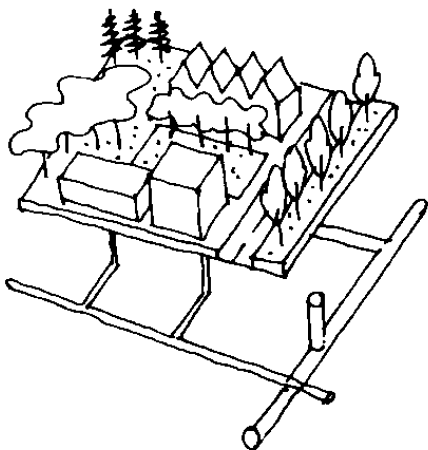
2.4.3 The City Connections: Infrastructure Goals

- 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 industrial scale.



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.



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 municipal systems infrastructure on a residential, commercial and industrial scale.

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.

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.

" 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.

(" 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[žcfgy'f]X]b[žhiking, skiing gbck g\cY]b[žUbX'5HJ #Gbck a cV]Y'fU]g'cf trail linkages k]h]b'Ubm'UbX'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

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.

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 & Planning

SUBJECT: Discretionary Use (Home Based Business Office) – 30 Hann Crescent

DESCRIPTION: The City of Corner Brook has received an application requesting permission to operate a home based business office (computer web marketing) from the dwelling located at 30 Hann Crescent which is located in a Residential Medium Density Zone.

PROPOSED MOTION: It is **RESOLVED**, 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 office from the dwelling located at 30 Hann Crescent.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: A notice was delivered to the residents in the immediate area of 30 Hann Crescent indicating the proposed home based business office. As a result of this notice, no submissions were received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the operation of a home based business office from the dwelling located at 30 Hann Crescent.

Legislative Authority:

- Policy and/or Regulation: City of Corner Brook Development Regulations 2012, Regulation 11

BACKGROUND:

Report/Document: memo, submitted application, map

Submitted by: _____

Date: _____

Reviewed by: _____

Date: _____

King
Al George

January 29, 2019
Jan 30/19

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: 30 Hann Crescent - Home Based Business Office
Date: January 21, 2019

The City of Corner Brook has received an application to operate a home based business office (computer web marketing) from the dwelling located at 30 Hann Crescent which is located in a Residential Medium Density Zone.

A home based business office is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 30 Hann Crescent indicating the above mentioned request. As a result of this notice, the City did not receive any correspondence.

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

After review of the application and the results to the notice to occupants, it appears that there is no impediment for this development to commence.

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


James King, CET, CPT
Development Inspector I

BUILDING PERMIT / DEVELOPMENT APPLICATION

DA-19-001

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT _____	DATE: Jan 08, 2019
ADDRESS: 30 Hann Cres	
CITY: Corner Brook	PROVINCE: NL
POSTAL CODE _____	TELEPHONE _____
PROPERTY LOCATION:	
BUILDER:	
ADDRESS: 30 Hann Cres	
CITY: _____	PROVINCE: _____
POSTAL CODE: _____	TELEPHONE: _____

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

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

DESCRIPTION OF WORK: Search engine Marketing Business.
Home based. No Foot Traffic. Web Marketing.
ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ _____

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

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



REQUEST FOR DECISION

Community, Engineering, Development & Planning

SUBJECT: Discretionary Use (Home Based Business Office) – 9 Gilbert Street

DESCRIPTION: The City of Corner Brook has received an application requesting permission to operate a home based business office (dog training business) from the dwelling located at 9 Gilbert Street which is located in a Residential Medium Density Zone.

PROPOSED MOTION: It is **RESOLVED**, 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 office from the dwelling located at 9 Gilbert Street.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: A notice was delivered to the residents in the immediate area of 9 Gilbert Street indicating the proposed home based business office. As a result of this notice, no submissions were received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the operation of a home based business office from the dwelling located at 9 Gilbert Street.

Legislative Authority:

- Policy and/or Regulation: City of Corner Brook Development Regulations 2012, Regulation 11

BACKGROUND:

Report/Document: memo, submitted application, map

Submitted by: J King

Date: January 29, 2019

Reviewed by: A George

Date: Jan 30/19

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: 9 Gilbert Street - Home Based Business Office
Date: January 22, 2019

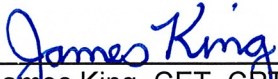
The City of Corner Brook has received an application to operate a home based business office (dog training business) from the dwelling located at 9 Gilbert Street which is located in a Residential Medium Density Zone.

A home based business office is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 9 Gilbert Street indicating the above mentioned request. As a result of this notice, the City did not receive any correspondence.

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

After review of the application and the results to the notice to occupants, it appears that there is no impediment for this development to commence.

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


James King, CET, CRT
Development Inspector I

DA-19-002

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT [REDACTED] DATE: Jan 9/18	
ADDRESS: 9 Gilbert St	
CITY: Corner Brook	PROVINCE: NL
POSTAL CODE: [REDACTED]	TELEPHONE: [REDACTED]
PROPERTY LOCATION:	
BUILDER:	
ADDRESS:	
CITY:	PROVINCE:
POSTAL CODE:	TELEPHONE:

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

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

DESCRIPTION OF WORK: Home office in support of dog training business Obedience classes and puppy classes held at rented location (Lion's Club) Provide consultations in clients homes. Training and dog walks in public locations
ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ _____

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

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



REQUEST FOR DECISION

SUBJECT: Discretionary Use, (Apartment Building) 114 Georgetown Road, Corner Brook, NL.

DESCRIPTION: The City of Corner Brook has received an application requesting permission to convert the existing building located at 114 Georgetown Road, Corner Brook, NL. into a four unit apartment building. The building is the former Lassy Duncher bakery which as two apartment units existing on the top floor. The owner is requesting to add two more units to the main floor in the former bakery space. The lot is located in a General Commercial Zone where the proposed use "Apartment Building" is considered a "**Discretionary Use**" of the City of Corner Brook's Development Regulations.

This application was advertised in the local newspaper on January 26, 2019 giving the general public a chance to express any concerns that they may have with this development. The city did not receive any objections regarding the proposed development.

PROPOSED MOTION: It is **RESOLVED** upon consideration that Council in its Authority approve the application for the proposed use, "Apartment Building" in the existing building located at 114 Georgetown Road, Corner Brook, NL.

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation: It is recommended that the authority approve the application for the proposed use, "Apartment Building" in the existing building located at 114 Georgetown Road, Corner Brook, NL.

Legislative Authority:

Policy and/or Regulation: Section 11 City of Corner Brook Development Regulations

BACKGROUND: Attachment #1, #2 & Memo

Submitted by: _____

Daryl Skinner

Date: _____

January 29/19

Reviewed by: _____

Alyse

Date: _____

Jan 30 /19

Community Services Department**Memo**

To: Deon Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: January 29, 2019

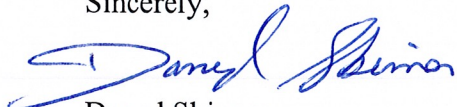
Re: Discretionary Use (Apartment Building) / 114 Georgetown Road

The City of Corner Brook has received an application requesting permission to convert the existing building located at 114 Georgetown Road, Corner Brook, NL. into a four unit apartment building. The building is the former Lassy Duncher bakery which has two apartment units existing on the top floor. The owner is requesting to add two more units to the main floor in the former bakery space. The lot is located in a General Commercial Zone where the proposed use "Apartment Building" is considered a "**Discretionary Use**" of the City of Corner Brook's Development Regulations.

This application was advertised in the local newspaper on January 26, 2019 giving the general public a chance to express any concerns that they may have with this development. The city did not receive any objections regarding the proposed development.

After reviewing the proposed application and location, staff does not feel that a four apartment building at this location will have any negative effects on the surrounding area. Therefore it is recommended that Council approve the application for the proposed use, "Apartment Building" in the existing building located at 114 Georgetown Road, Corner Brook, NL.

Sincerely,



Darryl Skinner
Development Inspector III

Attachments: 1. Photo of building
2. Map of Area
3. RFD

114 GEORGETOWN RD.



114 GEORGETOWN RD.



PROPOSED 4-UNIT
APT. BLDG.