



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, August 26, 2019** at **12:00 PM**. **Council Chambers, City Hall.**

CITY CLERK

Page

1 CALL MEETING TO ORDER

2 DELEGATION

2.1 2019 Come Home Year Committee

3 APPROVALS

3.1 Approval of Agenda

3.2 Conflict of Interest

3 - 6

3.3 Approval of Minutes

7 - 9

3.4 Confirmation of Minutes

4 BUSINESS ARISING FROM MINUTES

4.1 Business Arising From Minutes

No items were brought forward.

5 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

11

5.1 Proclamation - Northeast Shrine Association's Day

6 TENDERS

13 - 14

6.1 Supply of (3) Three 1/2 Ton Trucks

15 - 24

6.2 Georgetown Road Water Lateral Replacement 2019-42

25 - 35

6.3 Gale/Cochrane Street Substandard Water Line Replacement 2019-41

37 - 42

6.4 Major Bertram Butler Trail Development 2019-39

Page

| | | |
|-----------|-----------|--|
| 43 - 50 | 6.5 | Jubilee Field Baseball Building 2019-43 |
| 51 - 60 | 6.6 | Margaret Bowater Park Cleaning Contract |
| 61 - 62 | 6.7 | Civic Centre Snow Clearing Contract |
| 63 - 70 | 6.8 | Combined Sewer Separation Phase 3 - Amendment 14 |
| | 7 | MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT |
| 71 - 96 | 7.1 | Municipal Plan Amendment MP19-02 & Development Regulation Amendment DR19-02 - Amendment to Allow Solid Waste Uses in the Rural Designation and Land Use Zone |
| | 8 | REGULATION/POLICY |
| 97 - 106 | 8.1 | Notice of Motion - Metered Parking Regulations |
| 107 - 132 | 8.2 | Taxi Regulations - Amendment |
| | 9 | FINANCIAL |
| 133 - 135 | 9.1 | Interest Relief Request - Catholic School Foundation |
| 137 - 139 | 9.2 | Funding for Centre for Research and Innovation |
| | 10 | AGREEMENTS |
| 141 - 154 | 10.1 | Lease Agreement - Leggo's Avenue |
| 155 - 169 | 10.2 | Lease Agreement - Lundrigan Drive |
| 171 - 186 | 10.3 | Lease Agreement - Forever Young Fitness Centre |
| | 11 | ADJOURNMENT |

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 15 JULY, 2019 AT 12:00 PM**

PRESENT:

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

The meeting was called to order at 12:00 p.m.

19-127 Approval of Agenda

On motion by Councillor B. Staeben, seconded by Deputy B. Griffin, it is **RESOLVED** to approve the agenda for the Regular Council meeting, July 15, 2019, as circulated. **MOTION CARRIED.**

19-128 Approval of Minutes - June 17, 2019

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of June 17, 2019, as presented. **MOTION CARRIED.**

**19-129 Confirmation of Minutes
Council in Committee Meeting - June 24, 2019**

On motion by Councillor L. Chaisson, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-044 - Approval of Agenda. **MOTION CARRIED.**

On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify Minute CC19-045 - Asphalt Paving Program 2019 Inspection Services. **MOTION CARRIED.**

Council in Committee Meeting - July 8, 2019

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, **RESOLVED** to ratify Minute CC19-046 - Approval of Agenda. **MOTION CARRIED.**

On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify Minute CC19-048 - Execution of Toronto Dominion Bank Borrowing Authority. **MOTION CARRIED.**

On motion by Councillor L. Chaisson, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-049 - Multi-Materials Stewardship Board (MMSB) Community Waste Diversion Agreement, Phase II Glass Recycling. **MOTION CARRIED.**

Conflict of Interest

There was no Conflict of Interest declared by any of the members present.

19-130 Business Arising From Minutes

Councillor L. Chaisson strongly urged residents to travel on the Street Train. She commented that it is a wonderful experience.

19-131 Bayview Heights Substandard Waterline 2019-30

On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to award Contract No. 2019-30 - Bayview Heights Substandard Waterline Replacement to West Coast Excavating & Equipment Co. Ltd. for the tender price of \$192,224.80 (HST Included).
MOTION CARRIED.

19-132 911 PSAP Redundant Line

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the Consultant Fee Proposal from DMG Consulting Limited in the amount of \$7,877.50 (HST Included), for consulting services related to 911 PSAP Redundant Line. **MOTION CARRIED.**

19-133 Combined Sewer Separation Phase 3 - PCA Amendment No. 12

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve execution of Amendment No. 12 - Prime Consultant Agreement for the Combined Sewer Separation Phase 3 2017-22 with Newfoundland Design Civil Limited in the amount of \$24,022.35 (HST included). **MOTION CARRIED.**

9-134 Council Travel Report

Councillor B. Staeben presented the Council Travel Report for the period of January 1 - June 30, 2019.

The Director of Finance and Administration confirmed that Council travel for this period covered Council travel for the FCM Conference and MNL Conference. He reported Council travel is on budget.

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- 19-135 Municipal Plan Amendment MP19-02 & Development Regulation Amendment DR19-02 - Amendment to Allow Solid Waste Uses in the Rural Designation and Land Use Zone**
On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to:
- (1) Adopt proposed text amendment MP19-02 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012;
 - (2) Adopt proposed text amendment DR19-02 to the City of Corner Brook's 2012 Development Regulations;
 - (3) Set August 19, 2019, 7:00 p.m. in Council Chambers of City Hall for the tentative Public Hearing;
 - (4) Authorize staff to give statutory notice of adoption of the proposed amendments;
 - (5) Authorize staff to cancel the Public Hearing in the event that no objections are received, or no member of the public expresses intent to attend the Public Hearing, 48 hours prior to the tentative Public Hearing; and
 - (6) Appoint Gerard Martin to preside over the scheduled Public Hearing.
- MOTION CARRIED.**
- 19-136 Civic Square - Vendor Organization**
On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve implementation of the Civic Square vendor structure. **Deputy Mayor B. Griffin voted against the motion. MOTION CARRIED.**
- 19-137 Discretionary Use - 106 West St - Apartment Building**
On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the application for the proposed use "Apartment Building" for the existing building located at 106 West Street, Corner Brook, NL. **MOTION CARRIED.**
- 19-138 Fire Response(Secondary) Agreement with Mt. Moriah**
On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve execution of the agreement with the Town of Mount Moriah to provide secondary fire services to the Town of Mount Moriah. **MOTION CARRIED.**
- 19-139 Gas Tax Agreement Funding Amendment 2019-2024**
On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve execution of the letter to the Province of Newfoundland and Labrador for the amended gas tax fund allocations for 2019-2024 for the Ultimate Recipient Gas Tax Agreement in the amount of \$5,295,989. **MOTION CARRIED.**

19-140 Noise Regulation Exemption - Come Home Year - Broadway Street Party

On motion by Councillor B. Staeben, seconded by Councillor T Buckle, it is **RESOLVED** to approve an exemption to The City of Corner Brook Noise Regulations in support of the Come Home Year Committee to carry out a street party on Broadway. The bylaw exemption will be in effect from 10 pm - 11:30 pm on July 26th, 2019 for the Broadway area. **MOTION CARRIED.**

19-141 Taxi Regulations Amendment

Councillor L. Chaisson gave notice that the following motion is being brought forward for consideration at the next Public Council Meeting.

Pursuant to the powers vested in it by virtue of Section 229 of the City of Corner Brook Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby amends the Taxi Regulations, 2018, by increasing the fares to be paid by users of taxis as per revised Schedule D of the Corner Brook Taxi Regulations, 2018.


19-142 Account Write Offs

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the write off of \$118,831.85 for the 23 accounts provided in the attached list. **MOTION CARRIED.**

The meeting adjourned at 12:50 p.m.

City Clerk

Mayor

| | |
|---|---|
|  | <p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p> |
|---|---|

| | |
|--|--|
| Subject Matter: Ratification of Decisions | |
| Report Information | |
| Department: City Clerk's Office | Attachments: N/A |
| Prepared By: Marina Redmond | Council Meeting Date: August 26, 2019 |

Issue: To ratify decisions made in a privileged meeting in accordance with the *City of Corner Brook Act*.

Proposed Resolution:

April 29, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-031 – Economic & Social Development Agreement – Recreational Wheelchairs

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-031 - Articles of Agreement with Employment and Social Development Canada Project No. 1588358 for \$10,211 for the purchase of recreational wheelchairs. **MOTION CARRIED.**

May 13, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-035 – Trail Funding Agreement

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-035 - Execution of the Funding Agreement with Trans Canada Trail to conduct a Multi-Purpose Trail Study. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-036 – Recreational Wheel Chair Grant

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to ratify Minute CC19-036 - Execution of the Funding Agreement with Employment and Social Development Canada for the purchase of two all-terrain wheelchairs and one beach wheelchair.



**City of Corner Brook
Request for Decision (RFD)**

August 1, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-050 – Approval of Agenda

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-050 – Approval of Agenda for the Council in Committee meeting, August 1, 2019, as presented. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-053 – Jubilee Field Clubhouse Funding Agreement – (17-CCR-20-00009)

On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is **RESOLVED** to ratify Minute CC19-053 – Execute the Municipal Affairs and Environment Infrastructure Agreement for the Jubilee Field Clubhouse (17-CCR-20-00009) for a total project cost of \$1,830,695 (HST Included). **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-054 – PCA Jubilee Field Baseball Building

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to ratify Minute CC19-054 – Contract Administration Services Prime Consultant Agreement (PCA) with LAT49 Architecture Inc. for the Jubilee Clubhouse project at a price of \$85,272.50 (HST Included). **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-055 – Traffic Signal Improvements – Main Street & West Street

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-055 – Tender from West Coast Excavating & Equipment Co. Ltd. For the tender price of \$263,177.50 (HST Included) for Traffic Signal Improvements at Main Street and West Street. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-056 – Gibbons Avenue Retaining Wall 2019-35

*On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** that Councillor J. Carey did not have a Conflict of Interest to declare on agenda Item No. 4. Gibbons Avenue Retaining Wall 2019-35. **MOTION CARRIED.***

*On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** that the Council of the City of Corner Brook award the tender to Cangro Services for the tender price of \$51,100.25 for the Gibbons Avenue Retaining Wall Replacement project. **MOTION CARRIED.**
2 Against: Councillors J. Carey and V. Granter;*



**City of Corner Brook
Request for Decision (RFD)**

August 5, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-058 – Approval of Agenda


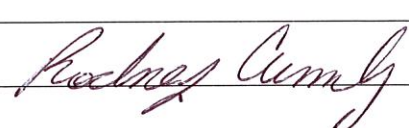
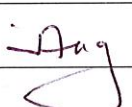
On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to ratify Minute CC19-058 – Approval of Agenda for the Council in Committee meeting, August 5, 2019, as presented. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-060 – Confederation/West Valley Road Roundabout

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify Minute CC19-060 – Municipal Affairs and Environment Infrastructure Agreement for the Confederation/West Valley Roundabout Project (17-RNC-20-00003) for the total project cost of \$865,000 (HST Included). **MOTION CARRIED.**

2 Against: Councillors J. Carey; L. Chaisson;

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

| |
|--|
| Prepared by: Marina Redmond |
| Director:  |
| City Manager: Rodney Cumby  |
| Date: Aug 8 / 2019  |

Additional Comments by City Manager:

PROCLAMATION

WHEREAS, the Northeast Shrine Association is a well-known, respected fraternity dedicated to fun, fellowship and philanthropy with hundreds of thousands of members Internationally who belong to the nearly 200 chapters throughout the world;

WHEREAS, Members support Shriners Hospitals for Children, a pediatric health care system that was founded by the Shriners fraternity and provides all care with no financial obligation to patients or their families;

WHEREAS, Membership in the Shriners fraternity offers the invaluable opportunity to build camaraderie and lifelong friendships with others of character and upstanding values;

WHEREAS, Northeast Shrine Association offers its members professional development and leadership opportunities in their local communities and internationally;

WHEREAS, It is fitting and appropriate to acknowledge and celebrate this wonderful NORTHEAST SHRINE ASSOCIATION'S FALL FIELD DAYS;


NOW, THEREFORE, I, Linda Chaisson, do hereby proclaim August 15, 2019, as

NORTHEAST SHRINE ASSOCIATION'S DAY

in Corner Brook Newfoundland, and do encourage all of our citizens to learn more about Shriners International and celebrate its many impressive achievements.

Dated this 15th day of August, 2019, at City Hall of Corner Brook Newfoundland


Linda Chaisson


Mazol Shriners



**City of Corner Brook
Request for Decision (RFD)**

Subject Matter: RFD 2019-31 Supply of three (3) ½ Ton Trucks

Report Information

Department: Public Works, Water and Wastewater

Attachments:

Prepared By: D. Marshall

Council Meeting Date: August 19, 2019

Issue: Three Public Works, Water, and Wastewater fleet vehicles need to be replaced due to mechanical issues. Three vehicles have been recently taken out of the fleet and need to be replaced.

Background: Public Works, Water, and Wastewater has taken three vehicles out of the fleet in the past year but they were never replaced. These 3 work trucks are necessary to keep up with the needs of the employees and ongoing projects. Tender was issued for the supply of three (3) ½ ton trucks and the tender closed on August 1, 2019. All compliant bids are listed below:

Terra Nova GMC Buick \$126,867.26

Hickman Motors \$137,330.70

Proposed Resolution: Be it **RESOLVED** that Corner Brook City Council award the contract to Terra Nova GMC Buick for the amount of \$126,867.26 (taxes included) for the supply of three (3) NEW ½ Ton 4x4 Trucks.

Recommendation: It is the recommendation of staff to award the tender to Terra Nova GMC Buick in the amount of \$126,867.26 (taxes included) for the supply of three (3) NEW ½ Ton 4x4 Trucks.

Options:

1. Accept staff's recommendation to purchase three new vehicles.
2. Reject staff's recommendation to purchase three new vehicles. This option will create inefficiencies in daily operations and will also require us to rent vehicles on occasion.
3. Re-scope and retender for 2 vehicles instead of the desired 3. This option will take additional time and not allow us to have the vehicles for the busy fall season.



**City of Corner Brook
Request for Decision (RFD)**

Legal Review: *Legal was not required*

Governance Implications: No policy/bylaw implications. No additional bylaws required.

Budget/Financial Implications: \$100,000 was budgeted for new fleet vehicles in 2019 Capital Out Of Revenue budget. Overage of approximately \$10,000 will be recovered from selling used depot equipment.

Environmental Implications: There are no environmental implications.

Prepared by: D. Marshall

Director: D. Burden

City Manager: Rodney Cumby

Date: August 13, 2019

Additional Comments by City Manager:



**City of Corner Brook
Request for Decision (RFD)**

Subject Matter: Georgetown Road Water Lateral Replacement 2019-42

Report Information

**Department: Community, Engineering,
Development & Planning**

Attachments: Tender Submission

Prepared By: Jim Warford

Council Meeting Date: August 26, 2019

Issue: The City of Corner Brook has requested bids for the supply and installation of approximately 300 meters of water service pipe and associated curb stops for the purpose of replacing existing service laterals on Georgetown Road approximately between O'Connell Drive and Martin's Lane. Reinstatement will be included as part of the work of the Contract.

Background: The existing copper water laterals along this section of the street are thin due to corrosion. Laterals are prone to leakage.

Recommendation: Tenders for the Georgetown Road Water Lateral Replacement Contract 2019-42 closed on August 14, 2019 with the following three (3) bids received:

| | |
|---------------------------------|--------------|
| West Coast Excavating | \$342,373.40 |
| Way's Haulage & Excavation Ltd. | \$347,411.55 |
| Marine Contractors Inc. | \$391,775.10 |

Tenders were reviewed by staff and recommend Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook award the tender to West Coast Excavating and Equipment Co. Ltd. for the Tender price of \$342,373.40 (HST Included) for the Georgetown Road Water Lateral Replacement Contract 2019-42.

Options:

1. That the Council of the City of Corner Brook award the tender to West Coast Excavating and Equipment Co. Ltd. for the Tender price of \$342,373.40 (HST Included) for the Georgetown Road Water Lateral Replacement Contract 2019-42.
2. That the Council of the City of Corner Brook not award the tender to West Coast Excavating and Equipment Co. Ltd. for the Tender price of \$342,373.40 (HST Included) for the Georgetown Road Water Lateral Replacement Contract 2019-42.
3. That the Council of the City of Corner Brook give other direction to Staff.



**City of Corner Brook
Request for Decision (RFD)**

Legal Review:

Budget/Financial Implications: The tender submitted by West Coast Excavating & Equipment Company Limited in the amount of \$342,373.40 is higher than the pre-tender estimate of \$291,499.70. The main difference is in the excavation and backfill costs

Prepared by: Jim Warford

Director: Darren Charters

City Manager: Rodney Cumby

Date: August 19, 2019

Additional Comments by City Manager:



Aug. 14/2019
12:03 PM
M.K.
JW
SS.

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for: **City of Corner Brook
Georgetown Road Water Lateral Replacement
Contract #2019-42**

To: City Clerk, City Hall
City of Corner Brook
5 Park Street, P.O. Box 1080
Corner Brook, NL A2H 6E1

Gentlemen,

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

THREE HUNDRED FORTY TWO THOUSAND, THREE

HUNDRED SEVENTY THREE DOLLARS AND FORTY CENTS

(\$ 342,373.40) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within forty (40) working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

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

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

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

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

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

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following addenda:
Addendum No. 1
Addendum No.
11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: West Coast Excavating & Equipment Company Limited

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

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

Ph # 1-709-639-9423 Fax # 1-709-639-7019

Alexander Murphy
Signing Officer

Signing Officer

Corporate Seal

Marsha Park
Witnessed by

APPENDIX "A" TENDER PRICE TABLE

Schedule of Quantities and Prices

| No. | Tender Item Description | Unit | Quantity | Unit Price | Amount |
|--|-------------------------|------|----------|------------|--------|
| | See Appendix A | | | | |
| SUB TOTAL TENDER AMOUNT | | | | \$ | |
| HARMONIZED SALES TAX (HST) | | | | \$ | |
| TOTAL TENDER AMOUNT | | | | \$ | |
| (Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form) | | | | \$ | |

Notes:

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

APPENDIX A (R1)
SCHEDULE OF QUANTITIES AND PRICES FOR
CITY OF CORNER BROOK
GEORGETOWN ROAD
WATER LATERAL REPLACEMENT
JOB NO. 201901

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the Contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. H.S.T. is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.

| SECTION | DESCRIPTION | UNITS | QUANTITY | UNIT PRICE | TOTAL |
|---------------------------|--|----------------|----------|---------------------|-----------------------|
| <u>DIVISION #1</u> | | | | | |
| 01005 | <u>Maintain Existing Services</u> | | | | |
| | 1. Maintain Existing Water System | L.S. | 1 | 5000. ⁰⁰ | 5000. ⁰⁰ |
| | 2. Maintain Existing Sewer System | L.S. | 1 | 5000. ⁰⁰ | 5000. ⁰⁰ |
| 01010 | <u>Mobilization & Demobilization</u> (not greater than 5% of item a. "sub-total" on last page) | L.S. | 1 | 4000. ⁰⁰ | 4000. ⁰⁰ |
| 01020 | <u>Cash Allowance</u> | | | | |
| | 1. Pole Relocation/Shoring/Bracing | Allowance | 1 | \$5,000.00 | \$5,000.00 |
| 01500 | <u>Temporary Facilities</u> | | | | |
| | 1. Consultant's Site Office | L.S. | 1 | 5000. ⁰⁰ | 5000. ⁰⁰ |
| 01570 | <u>Traffic Regulations</u> | | | | |
| | 1. Flagpersons Wages | Hours | 400 | 29. ⁰⁰ | 11,600. ⁰⁰ |
| 01580 | <u>Project Signs & Signposts & Installation</u> | | | | |
| | 1. Project Sign | L.S. | 1 | 1000. ⁰⁰ | 1000. ⁰⁰ |
| 01710 | <u>Reinstatement and Cleaning</u> | | | | |
| | 1. Remove and Replace Gabion Rock Wall, Civic No. 167 | m | 3 | 1000. ⁰⁰ | 3000. ⁰⁰ |
| | 2. Remove and Replace Concrete Wall, Civic No. 162 | m | 3 | 1200. ⁰⁰ | 3600. ⁰⁰ |
| | 3. Driveway Reinstatement (Asphalt) | m ² | 130 | 115. ⁰⁰ | 14,950. ⁰⁰ |
| | 4. Driveway Reinstatement (Gravel) | m ² | 270 | 16. ⁰⁰ | 4320. ⁰⁰ |
| | 5. Supply & Placing Topsoil | m ² | 400 | 14. ⁰⁰ | 5600. ⁰⁰ |
| | 6. Supply & Application of Fertilizer | m ² | 400 | 4. ⁰⁰ | 1600. ⁰⁰ |
| | 7. Supply & Placement of Sods | m ² | 400 | 14. ⁰⁰ | 5600. ⁰⁰ |
| | 8. Remove & Replace 150mm Ø Weeping Tile (including crushed stone) | m | 24 | 60. ⁰⁰ | 1440. ⁰⁰ |
| <u>DIVISION #2</u> | | | | | |
| 02070 | <u>Sitework, Demolition & Removal of Structures</u> | | | | |
| | 1. Removal of Curb and Gutter | m | 140 | 50. ⁰⁰ | 7000. ⁰⁰ |
| | 2. Removal of Copper Service Line | m | 276 | 15. ⁰⁰ | 4140. ⁰⁰ |
| | 3. Removal of Curb Stops and Boxes | Each | 38 | 50. ⁰⁰ | 1900. ⁰⁰ |
| 02223 | <u>Excavation, Trenching & Backfilling</u> | | | | |
| | 1. Main Trench Excavation | | | | |
| | 1. Rock | m ³ | 10 | 100. ⁰⁰ | 1000. ⁰⁰ |
| | 2. Common | m ³ | 40 | 50. ⁰⁰ | 2000. ⁰⁰ |
| | 2. Service Trench Excavation | | | | |
| | 1. Rock | m ³ | 50 | 100. ⁰⁰ | 5000. ⁰⁰ |
| | 2. Common | m ³ | 550 | 50. ⁰⁰ | 27,500. ⁰⁰ |
| | 3. Imported Common Backfill | m ³ | 150 | 60. ⁰⁰ | 9000. ⁰⁰ |
| | 4. Granular Pipe Bedding | | | | |
| | 1. Type 1 | m ³ | 160 | 115. ⁰⁰ | 18,400. ⁰⁰ |
| | 5. Supply & Placement of Marking Tape | | | | |
| | 1. Metallic Tape | m | 304 | 4. ⁰⁰ | 1216. ⁰⁰ |

CARRIED FORWARD:

153,866.⁰⁰

| SECTION | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|------------------|--|----------------|----------|---------------------|------------------------|
| BROUGHT FORWARD: | | | | | 153,866. ⁰⁰ |
| 02528 | Concrete Walk, Curb & Gutters | | | | |
| | 1. Supply & Place of Granular Base Material | m ³ | 10 | 100. ⁰⁰ | 1000. ⁰⁰ |
| | 2. Curb & Gutter | m | 140 | 130. ⁰⁰ | 18,200. ⁰⁰ |
| 02574 | Reshaping & Patching Asphalt Pavement | | | | |
| | 1. Removal of Asphalt Pavement | m ² | 410 | 10. ⁰⁰ | 4100. ⁰⁰ |
| | 2. Patching of Asphalt Pavement | m ² | 410 | 105. ⁰⁰ | 43,050. ⁰⁰ |
| | 3. Cutting of Asphalt Pavement | m | 500 | 10. ⁰⁰ | 5000. ⁰⁰ |
| 02713 | Water Mains | | | | |
| | 1. Supply & Installation of Water Main | | | | |
| | 1. 150mm Ø DI Class 350 c/w polyethylene wrap | m | 11 | 250. ⁰⁰ | 2750. ⁰⁰ |
| | 2. 300mm Ø DI Class 350 c/w polyethylene wrap | m | 4 | 450. ⁰⁰ | 1800. ⁰⁰ |
| | 2. Supply & Installation of Service Pipe | | | | |
| | 1. 20mm Cross Linked PE | m | 290 | 40. ⁰⁰ | 11,600. ⁰⁰ |
| | 2. 25mm Cross Linked PE | m | 6 | 100. ⁰⁰ | 600. ⁰⁰ |
| | 3. Supply and Installation of Fittings | | | | |
| | 1. Tees | | | | |
| | 1. 150mm off 300 | Each | 2 | 1100. ⁰⁰ | 2200. ⁰⁰ |
| | 2. 20mm Ø Curb Stops and Boxes | Each | 37 | 250. ⁰⁰ | 9250. ⁰⁰ |
| | 3. 25mm Ø Curb Stops and Boxes | Each | 1 | 400. ⁰⁰ | 400. ⁰⁰ |
| | 4. 20mm Ø Corporation Stops | Each | 1 | 200. ⁰⁰ | 200. ⁰⁰ |
| | 5. Corporation Adapter (Mueller H15071) Female Flare x CC110 | Each | 38 | 100. ⁰⁰ | 3800. ⁰⁰ |
| | 4. Supply & Install Fire Hydrants (City of Corner Brook Standard) | Each | 2 | 6000. ⁰⁰ | 12,000. ⁰⁰ |
| | 5. Supply & Install Fire Hydrant Markers (City of Corner Brook Standard) | Each | 2 | 500. ⁰⁰ | 1000. ⁰⁰ |
| | 6. Colour Code Painting of Hydrants | Each | 2 | 200. ⁰⁰ | 400. ⁰⁰ |
| | 7. Supply & Placement of Concrete Thrust Blocks | m ³ | 2 | 500. ⁰⁰ | 1000. ⁰⁰ |
| | 8. Supply & Install Valves including Valve Boxes | | | | |
| | 1. 150mm Ø | Each | 2 | 2400. ⁰⁰ | 4800. ⁰⁰ |
| | 9. Locating & Connecting to Existing System | | | | |
| | 1. Water Main | Each | 2 | 2500. ⁰⁰ | 5000. ⁰⁰ |
| | 2. Water Services | Each | 39 | 300. ⁰⁰ | 11,700. ⁰⁰ |
| | 10. 300mm Ø Transition Couplings | Each | 4 | 1000. ⁰⁰ | 4000. ⁰⁰ |

a. Sub-Total

297,716.⁰⁰

b. H.S.T. (15% of a.)

44,657.⁴⁰

Grand Total (carry forward to page 1 of Tender Form)

342,373.⁴⁰

Appendix "B"

List of Sub-Contractors

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in "own forces" in the 'Company Name' column. "By own forces" will be acceptable only if approved by the owner in writing prior to tender close. Requests for approval of "By own forces" must be submitted 14 days before tender close.

This appendix was completed and submitted by:

Name _____

Address _____

Dated, _____, and is an integral part of the Tender Form for Project _____

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

| <i>information in this column to be supplied by owner</i> | | <i>information in this column to be supplied by bidder</i> | |
|---|---|--|----------------|
| <i>Work</i> | <i>Category: Sub-contractor or Manufacturer or Supplier</i> | <i>Company Name</i> | <i>Address</i> |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

For each category identified in the table above work experience references may be required by the owner.

BID BOND

Standard Construction Document

CCDC 220 - 2002

No. 69-5723-0021-19

Bond Amount 10% of Tender

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

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 13th, day of **AUGUST**, in the year **2019** for

GEORGETOWN ROAD WATER LATERAL REPLACEMENT

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 26th, of **JULY**, in the year **2019**.

SIGNED and SEALED

in the presence of

WEST COAST EXCAVATING & EQUIPMENT CO. LTD.

Signature

Name of person signing

AVIVA INSURANCE COMPANY OF CANADA

Signature

John Power, CAIB, Attorney-in-fact
Name of person signing

A2786



Copyright 2002

Canadian Construction Documents Committee

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



**City of Corner Brook
Request for Decision (RFD)**

| Subject Matter: Gale/Cochrane Street Substandard Water Line Replacement 2019-41 | |
|--|--|
| Report Information | |
| Department: Community, Engineering, Development & Planning | Attachments: Tender Submission |
| Prepared By: Jim Warford | Council Meeting Date: August 26, 2019 |

Issue: The City of Corner Brook has requested bids in replacing and installing new water main and services to the distribution system in the Gale Street and Cochrane Street area. The project will tie together the three dead-end water mains of Westmount Road, Gale Street and Cochrane Street to improve flow and water quality in this area.

Background: The Street is presently serviced by a 50 year old dead-end 50mm diameter galvanized waterline. The area experiences low pressure, low water flow, stagnant water and poor water quality. The waterline is prone to leaks.

Recommendation: Tenders for the Gale/Cochrane Street Substandard Water Line Replacement Contract 2019-41 closed on August 13, 2019 with the following three (3) bids received:

| | |
|---------------------------------|--------------|
| Marine Contractors Inc. | \$498,209.90 |
| West Coast Excavating | \$543,432.50 |
| Way's Haulage & Excavation Ltd. | \$594,662.70 |

Tenders were reviewed by staff and recommend Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook award the tender to Marine Contractors Inc. for the Tender price of \$498,209.90 (HST Included) for the Gale/Cochrane Street Substandard Water Line Replacement Contract 2019-41.

Options:

1. That the Council of the City of Corner Brook award the tender to Marine Contractors Inc. for the Tender price of \$498,209.90 (HST Included) for the Gale/Cochrane Street Substandard Water Line Replacement Contract 2019-41.
2. That the Council of the City of Corner Brook not award the tender to Marine Contractors Inc. for the Tender price of \$498,209.90 (HST Included) for the Gale/Cochrane Street Substandard Water Line Replacement Contract 2019-41.
3. That the Council of the City of Corner Brook give other direction to Staff.



**City of Corner Brook
Request for Decision (RFD)**

Legal Review:

Budget/Financial Implications: Pre-Tender Estimate \$474,327.85 (HST Included)

Project budget is \$495,000. Allowing for Engineering, the project is approximately \$50,000 over budget. Shortfall in budget can be covered through savings on other projects.

Prepared by: Jim Warford

Director: Darren Charters

City Manager: Rodney Cumby

Date: August 19, 2019

Additional Comments by City Manager:

Aug 13/19

12:05pm

S.R.

Jw

M.K.



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for: City of Corner Brook
Contract #2019-41

To: City Clerk
City of Corner Brook
5 Park Street
Corner Brook, NL
A2H 2W8

Gentlemen,

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

Four hundred ninety eight thousand two hundred nine dollars and ninety cents

(\$ 498,209.90) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 30 working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

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

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

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--

- (a) execute the Standard Form of Construction Contract;
- (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
- (c) complete substantially all the work included in the contract within the time and under conditions specified.

5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.

6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposed of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.

7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.

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

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

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following addenda:
Addendum No. 1
Addendum No.
11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: Marine Contractors Inc.

Address: 4 White Lakes Road, PO Box 640 Corner Brook, NL

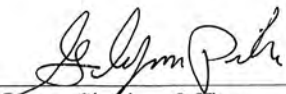
Postal Code: A2H 6G1 E-Mail info@marinecontractors.ca

Ph # 709-639-2330 Fax # 709-686-5237

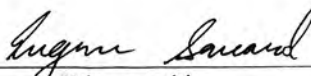
Corporate Seal



Signing Officer



Signing Officer



Witnessed by

APPENDIX "A" TENDER PRICE TABLE

Schedule of Quantities and Prices

| No. | Tender Item Description | Unit | Quantity | Unit Price | Amount |
|--|--|------|----------|------------|--------|
| | See attached Schedule of Quantities and Prices | | | | |
| SUB TOTAL TENDER AMOUNT | | | | \$ | |
| HARMONIZED SALES TAX (HST) | | | | \$ | |
| TOTAL TENDER AMOUNT | | | | \$ | |
| (Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form) | | | | | |

Notes:

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

APPENDIX "A"
SCHEDULE OF QUANTITIES AND PRICES

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the Contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. Do not include taxes in unit or lump sum prices, taxes due to be added on the last page of this schedule as indicated on the bottom. Totals shall be determined by multiplying the quantity by the tendered price.

| <u>SECTION</u> | <u>DESCRIPTION</u> | <u>UNIT</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL</u> |
|--------------------|--|----------------|-----------------|---------------------|---------------------|
| DIVISION #1 | | | | | |
| <u>01005</u> | <u>Maintain Existing Services</u> | | | | |
| | 1. Maintain existing water system | L.S. | Unit | <u>15,000.00</u> | <u>15,000.00</u> |
| <u>01010</u> | <u>Mobilization & Demobilization</u> (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of item a. "sub-total" on last page) | L.S. | Unit | <u>7,500.00</u> | <u>7,500.00</u> |
| <u>01020</u> | <u>Cash Allowance (to be entered by Consultant)</u> | | | | |
| | 1. Pole Relocation/Shoring/Bracing | Allowance | | <u>\$ 20,000.00</u> | <u>\$ 20,000.00</u> |
| | 2. Public Announcements | Allowance | | <u>\$ 1,000.00</u> | <u>\$ 1,000.00</u> |
| <u>01570</u> | <u>Traffic Regulations</u> | | | | |
| | 1. Flagpersons Wages | Hour | <u>600</u> | <u>28.00</u> | <u>16,800.00</u> |
| <u>01580</u> | <u>Project Signs</u> | | | | |
| | 1. Project Sign (drawing 04010) | L.S. | Unit | <u>1,200.00</u> | <u>1,200.00</u> |
| <u>01710</u> | <u>Reinstatement and Cleaning</u> | | | | |
| | 1. Supply & Placing Topsoil | m ² | <u>50</u> | <u>25.00</u> | <u>1,250.00</u> |
| | 2. Supply & Placement of Sods | m ² | <u>50</u> | <u>25.00</u> | <u>1,250.00</u> |
| DIVISION 2 | | | | | |
| <u>02070</u> | <u>Sitework, Demolition & Removal of Structures</u> | | | | |
| | 1. Removal of Water Lines | m | <u>130</u> | <u>25.00</u> | <u>3,250.00</u> |
| | 2. Removal of Fittings | Each | <u>1</u> | <u>100.00</u> | <u>100.00</u> |
| | 3. Removal of Hydrant | Each | <u>1</u> | <u>400.00</u> | <u>400.00</u> |
| | 4. Removal of Curb and Gutter | m | <u>97</u> | <u>25.00</u> | <u>2,425.00</u> |
| | 5. Removal of Concrete Walk (5 Cochrane) | m ² | <u>0.5</u> | <u>100.00</u> | <u>50.00</u> |
| <u>02111</u> | <u>Clearing & Grubbing</u> | | | | |
| | 1. Clearing & Grubbing Isolated Trees | Each | <u>5</u> | <u>1,000.00</u> | <u>5,000.00</u> |
| <u>02223</u> | <u>Excavation, Trenching & Backfilling</u> | | | | |
| | 1. Main Trench Excavation | | | | |
| | 1. Rock | m ³ | <u>240</u> | <u>105.00</u> | <u>25,200.00</u> |
| | 2. Common | m ³ | <u>960</u> | <u>20.00</u> | <u>19,200.00</u> |

APPENDIX "A"
SCHEDULE OF QUANTITIES AND PRICES

| | | | | |
|--|----------------|------|--------|-----------|
| 2. Service Trench Excavation | | | | |
| 1. Rock | m ³ | 60 | 105.00 | 6,300.00 |
| 2. Common | m ³ | 240 | 20.00 | 4,800.00 |
| 3. Granular Pipe Bedding | | | | |
| 1. Type 1 | m ³ | 120 | 38.00 | 4,560.00 |
| 4. Rock Under-Bedding | m ³ | 10 | 50.00 | 500.00 |
| 5. Supply & Placement of Marking Tape | | | | |
| 1. Plastic Tape | m | 376 | 2.00 | 752.00 |
| 2. Metallic Tape | m | 376 | 2.00 | 752.00 |
| <u>02224 Roadway Excavation, Embankment & Compaction</u> | | | | |
| 1. Mass Excavation and Backfill | | | | |
| 1. Common | m ³ | 324 | 18.00 | 5,832.00 |
| 2. Imported Backfill | | | | |
| 1. Common | m ³ | 100 | 32.00 | 3,200.00 |
| <u>02233 Selected Granular Base & Sub Base Materials</u> | | | | |
| 1. Class "A" Granular Base | tonne | 285 | 30.00 | 8,550.00 |
| 2. Class "A" Granular Base (Gravel Driveways) | tonne | 20 | 30.00 | 600.00 |
| 3. Class "B" Granular Sub-Base | tonne | 428 | 29.00 | 12,412.00 |
| <u>02528 Concrete Walk, Curb & Gutters</u> | | | | |
| 1. Curb & Gutter | m | 230 | 130.00 | 29,900.00 |
| <u>02552 Hot Mix Asphalt Concrete Paving</u> | | | | |
| 1. Asphaltic Concrete | | | | |
| 1. Base Course | tonnes | 162 | 200.00 | 32,400.00 |
| 2. Surface Course | tonnes | 162 | 200.00 | 32,400.00 |
| <u>02574 Reshaping & Patching Asphalt Pavement</u> | | | | |
| 1. Removal of Asphalt Pavement | m ² | 1201 | 10.00 | 12,010.00 |
| 2. Removal and Replacement of Asphalt Driveway | m ² | 58 | 85.00 | 4,930.00 |
| <u>02713 Water Mains</u> | | | | |
| 1. Supply & Installation of Water Main | | | | |
| 1. 200mm DI CL 350 c/w poly wrap | m | 302 | 210.00 | 63,420.00 |
| 2. 150mm DI CL 350 c/w poly wrap | m | 9 | 162.00 | 1,458.00 |
| 2. Supply & Installation of Service Pipe to R.O.W. | | | | |
| 1. 19mm C904 Municipex | m | 91 | 34.00 | 3,094.00 |
| 2. 50mm C904 Municipex | m | 65 | 80.00 | 5,200.00 |
| 3. Supply & Installation of Fitting (size) (insulation) | | | | |
| 1. Bends 11.25 (200mm) | Each | 4 | 208.00 | 832.00 |
| 2. Bends 45 (200mm) | Each | 4 | 208.00 | 832.00 |

APPENDIX "A"
SCHEDULE OF QUANTITIES AND PRICES

| | | | | |
|--|------|-----|----------|------------|
| 3. Bends 90 (200mm) | Each | 2 | 254.00 | 508.00 |
| 4. Tees (150x150x200mm) | Each | 1 | 253.00 | 253.00 |
| 5. Reducer (150x200mm) | Each | 2 | 149.00 | 298.00 |
| 6. Corp. Stops (19mm) | Each | 18 | 98.00 | 1,764.00 |
| 7. Corp. Stops (50mm) | Each | 1 | 454.00 | 454.00 |
| 8. Saddles (19mm) | Each | 18 | 118.00 | 2,124.00 |
| 9. Curb Stops & Boxes (19mm) | Each | 18 | 259.00 | 4,662.00 |
| 10. Tapping Sleeve (50mm) | Each | 1 | 266.00 | 266.00 |
| 4. Supply & Install of Fire Hydrants (2.0m bury) | Each | 2 | 7,100.00 | 14,200.00 |
| 5. Colour Coded Painting of Hydrants | Each | 2 | 400.00 | 800.00 |
| 6. Supply & Placement of Joint Restraints (150m) | Each | 6 | 95.00 | 570.00 |
| 7. Supply & Placement of Joint Restraints (200m) | Each | 21 | 128.00 | 2,688.00 |
| 8. Supply & Install Valves including Valve Boxes | | | | |
| 1. (150mm) | Each | 2 | 2,770.00 | 5,540.00 |
| 2. (200mm) | Each | 5 | 4,150.00 | 20,750.00 |
| 9. Swabbing of Water Lines | | | | |
| 1. (200mm) | m | 294 | 10.00 | 2,940.00 |
| 10. Locating & Connecting to Existing System (M) | Each | 4 | 1,500.00 | 6,000.00 |
| 11. Locating & Connecting to Existing System (L) | Each | 19 | 750.00 | 14,250.00 |
| 12. Supply & Placement of Concrete Thrust Block | m3 | 1.6 | 500.00 | 800.00 |
| a. Sub-Total | | | | 433,226.00 |
| b. H.S.T. 15% of Sub-Total | | | | 64,983.90 |
| c. Grand Total | | | | 498,209.90 |
| (Carry Forward to Page 1 of Tender Form) | | | | |

Appendix "B"

List of Sub-Contractors

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in "own forces" in the 'Company Name' column. "By own forces" will be acceptable only if approved by the owner in writing prior to tender close. Requests for approval of "By own forces" must be submitted 14 days before tender close.

This appendix was completed and submitted by:

Name _____

Address _____

Dated, _____, and is an integral part of the Tender Form for Project _____

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

| <i>information in this column to be supplied by owner</i> | | <i>information in this column to be supplied by bidder</i> | |
|---|---|--|----------------|
| Work | Category: Sub-contractor or Manufacturer or Supplier | Company Name | Address |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

For each category identified in the table above work experience references may be required by the owner.



Sovereign General Insurance

140, 6700 Macleod Trail SE, Calgary Alberta T2H 0L3
Telephone: (403) 298-4200 Facsimile: (866) 754-9768

BID BOND

Standard Construction Document

CCDC 220 – 2002

No. 64037820-36-19

Bond Amount: 10% of Tender Sum

MARINE CONTRACTORS INC. as Principal, hereinafter called the Principal, and **THE SOVEREIGN GENERAL INSURANCE COMPANY** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all provinces and territories of Canada, as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF CORNER BROOK** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of Tender Sum Dollars (10% of Tender Sum)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated **13TH** day of **AUGUST**, in the year **2019** for

**CITY OF CORNER BROOK – GALE/COCHRANE STREET SUBSTANDARD WATERLINE REPLACEMENT,
DMAE NO. 17-MYCW-18-00024, CORNER BROOK CONTRACT #2019-41**

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated **12TH** day of **AUGUST**, in the year **2019**.

SIGNED and SEALED
in the presence of

Eugene Savard

MARINE CONTRACTORS INC.

Daryl Bennett

Signature

DARYL BENNETT

Name of person signing

THE SOVEREIGN GENERAL INSURANCE COMPANY

Wesley Foote


Wesley Foote, Attorney In Fact



Copyright 2002

Canadian Construction Documents Committee

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

| | |
|--|---|
|  | <p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p> |
|--|---|

| | |
|---|--|
| Subject Matter: Major Bertram Butler Trail Development 2019-39 | |
| Report Information | |
| Department: Community, Engineering, Development & Planning | Attachments: Tender Submission |
| Prepared By: Jim Warford | Council Meeting Date: August 26, 2019 |

Issue: The City of Corner Brook has requested bids for the development of approximately 380 linear meters of walking trail for the Three Bear Mountain area within the City of Corner Brook.

Background: The City of Corner Brook is extending the trail system from the Three Bear Mountain Trail for residents and tourists.

Recommendation: Tenders for the Major Bertram Butler Trail development Contract No. 2019-39 closed on August 6, 2019 with the following six (6) bids received:

| | |
|---------------------------------|--------------|
| Rico Construction Ltd. | \$113,993.75 |
| Alderbrook Acres Ltd. | \$127,202.12 |
| Cangro Services Limited | \$142,869.68 |
| West Coast Excavating | \$158,573.50 |
| Way's Haulage & Excavation Ltd. | \$192,136.25 |
| Marine Contractors Inc. | \$244,087.50 |

Tenders were reviewed by staff and recommend Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook award the tender to Cangro Services Limited for the Tender price of \$142,869.68 (HST Included) for the Major Bertram Butler Trail Development Contract 2019-39.

Options:

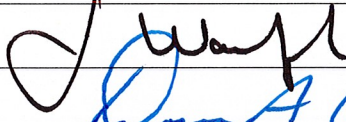
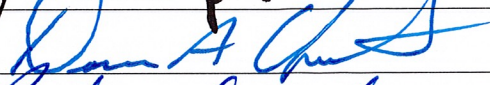
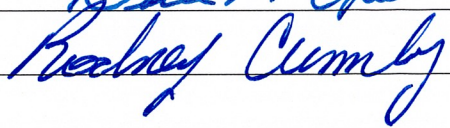
1. That the Council of the City of Corner Brook award the tender to Cangro Services Limited for the Tender price of \$142,869.68 (HST Included) for the Major Bertram Butler Trail Development Contract 2019-39.
2. That the Council of the City of Corner Brook not award the tender to Cangro Services Limited for the Tender price of \$142,869.68 (HST Included) for the Major Bertram Butler Trail Development Contract 2019-39.
3. That the Council of the City of Corner Brook give other direction to Staff.



**City of Corner Brook
Request for Decision (RFD)**

Legal Review: The tenders submitted by both Rico Construction Ltd. and Alderbrook Acres Ltd. have been rejected due to both their Schedule of Quantities and Prices being completed incorrectly.

Budget/Financial Implications: \$200,000

| | |
|-----------------------------------|--|
| Prepared by: Jim Warford |  |
| Director: Darren Charters |  |
| City Manager: Rodney Cumby |  |
| Date: August 19, 2019 | |

Additional Comments by City Manager:



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for: City of Corner Brook
Major Bertram Butler Trail Development
Contract No.: 2019-39

To: Office of the City Clerk
P.O. Box 1080, 5 Park Street
Corner Brook, NL
A2H 2W8

Gentlemen,

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

one hundred and forty two thousand eight hundred
and sixty nine dollars and sixty eight Cents

(\$ 142,869.68) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 10 working days from the date of notification of award of contract.
3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

Aug. 6/19
12:10pm
E.N.
S.R.
Jw

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following addenda:
Addendum No.
Addendum No.
11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: Cangro Services Limited

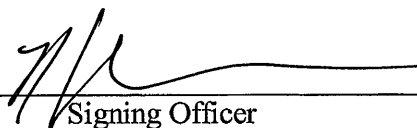
Address: P.O. box 426 Stn. main Corner Brook, NL

Postal Code: A2H 6E3

E-Mail CangroServices@gmail.com

Ph # 709-634-7781


Fax # 709-634-3662



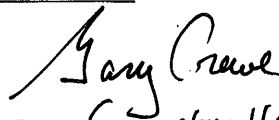
Signing Officer

Signing Officer

Corporate Seal



Witnessed by



GARY CREWE
A Commissioner for Oaths
in and for the Province of Newfoundland and Labrador.
My commission expires on December 31, 2023.

**CITY OF CORNER BROOK
MAJOR BERTRAM BUTLER TRAIL DEVELOPMENT
CONTRACT NO.: 2019-39**

17-Jul-19

P/N 161368

Cangro Services
PN 02/08/19

SCHEDULE OF QUANTITIES AND PRICES

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the Contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. HST, if applicable, is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.

| SECTION | DESCRIPTION | UNIT | QTY | PRICE | TOTAL |
|--------------------|---|----------------|------|----------|-----------|
| DIVISION #1 | | | | | |
| 01010 | Mobilization & Demobilization | | | | |
| | (not greater than 5% of item a. "sub-total" on last page) | LS | 1 | 2,000.00 | 2,000.00 |
| 01580 | Project Signs and Signpost and Installations | | | | |
| | 1. Project Sign (Drawing 04010) | Each | 1 | 2,000.00 | 2,000.00 |
| 01582 | Sign and Signpost Installations | | | | |
| | 1. 150x150 Pressure Treated Post c/w Concrete Sonotube Base, Galvanized Fasteners and Sign Installation | Each | 3 | 300.00 | 900.00 |
| | 2. Directional Trail Sign (On Single Post) | Each | 1 | 300.00 | 300.00 |
| | 3. Trail Map Sign (On Double Post) | Each | 1 | 1,000.00 | 1,000.00 |
| 01710 | Reinstatement and Cleaning | | | | |
| | 1. Supply and Install Benches as Detailed on Dwg. C-03 | Each | 3 | 1,800.00 | 5,400.00 |
| DIVISION #2 | | | | | |
| 02104 | Landscaping, Seeding, Sodding & Tree Preservation | | | | |
| | 1. Manual Seeding | m ² | 1500 | 1.00 | 1,500.00 |
| | 2. Hydroseeding | m ² | 420 | 1.80 | 756.00 |
| | 3. Excavation, Storage and Placing of 15 mm Minus Topsoil Material | m ² | 750 | 5.00 | 3,750.00 |
| 02111 | Clearing & Grubbing | | | | |
| | 1. Grubbing (2.4m wide +/-) | m ² | 773 | 6.50 | 5,024.50 |
| | 2. Clearing and Chipping (2.75m wide +/-)(As Per Note 1 Dwg. C-03) | m ² | 759 | 10.00 | 7,590.00 |
| | 3. Tree Limb Trimming and Chipping (As Per Note 1 Dwg. C-03) | LS | 1 | 3,000.00 | 3,000.00 |
| 02215 | Site Work & Grading | | | | |
| | 1. Mass Common Excavation and Placement Along Trail | m ³ | 588 | 35.00 | 20,580.00 |
| | 2. Loose Rock Excavation and Placement Along Trail | m ³ | 74 | 35.00 | 2,590.00 |
| | 3. Excavate Boulders and Large Rocks Along The Trail and Placement within the Trail | Each | 18 | 120.00 | 2,160.00 |
| | 4. Excavated Common Material From Other Sources on Site and Transported to Required Trail Location | m ³ | 194 | 40.00 | 7,760.00 |
| | 5. Excavated Loose Rock Material From Other Sources on Site and Transported to Required Trail Location | m ³ | 25 | 40.00 | 1,000.00 |

**CITY OF CORNER BROOK
MAJOR BERTRAM BUTLER TRAIL DEVELOPMENT
CONTRACT NO.: 2019-39**

17-Jul-19

P/N 161368

*Congro Service
9/13 02/08/19*

SCHEDULE OF QUANTITIES AND PRICES

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the Contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. HST, if applicable, is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.

| SECTION | DESCRIPTION | UNIT | QTY | PRICE | TOTAL |
|--------------------|--|-------|-----|--------|-------------------|
| DIVISION #2 | | | | | |
| 02233 | Selected Granular Base & Sub Base Materials | | | | |
| | 1. Supply and Placement of "Tread Surface Material" | tonne | 123 | 92.00 | 11,316.00 |
| | 2. Supply and Placement of Class "B" Granular Base | tonne | 452 | 82.00 | 37,064.00 |
| 02434 | Pipe Culverts | | | | |
| | 1. Supply and Placement of 150mmØ Corrugated HDPE Culvert (210kpa rated) | m | 36 | 100.00 | 3,600.00 |
| 02897 | Filter Fabrics | | | | |
| | 1. Supply & Install Filter Fabric Geotextile | m² | 412 | 12.00 | 4,944.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | a. Subtotal | | | | 124,234.50 |
| | b. HST 15% of a. | | | | 18,635.18 |
| | C. Grand Total (carry forward to page 1 of tender form) | | | | 142,869.68 |

11/1



**City of Corner Brook
Request for Decision (RFD)**

Subject Matter: Jubilee Field Baseball Building 2019-43

Report Information

**Department: Community, Engineering,
Development & Planning**

Attachments: Tender Submission

Prepared By: Jim Warford

Council Meeting Date: August 26, 2019

Issue: The City of Corner Brook has requested bids in the demolition and disposal of the complete existing masonry canteen building, the demolition and disposal of the existing wood-frame score keeper's hut and associated storage sheds; and removal of trees. Construction of a new 345 m² change room, washroom and canteen building; and a separate scorekeepers hut, complete mechanical and electrical systems including new services for both buildings and other site elements.

Background: Existing 6m x 17m, 1 story service building is over 50 years old and contains small, one person capacity male and female washrooms, a canteen, locker rooms, storage and an electrical room. Showers have not been operational for many years, storage space is inadequate, washrooms are in poor condition and do not have sufficient capacity for the numbers of users. Building services regular minor and senior baseball programs, provincial, Atlantic and national tournaments.

Recommendation: Tenders for the Jubilee Field Baseball Building Contract 2019-43 closed on August 20, 2019 with the following four (4) bids received:

| | |
|-------------------------|----------------|
| Brook Construction Ltd. | \$1,799,855.00 |
| Tech Construction | \$2,144,750.00 |
| Emmanuel Construction | \$2,148,440.00 |
| Can-Am Platforms Ltd. | \$2,328,277.00 |

Tenders were reviewed by staff and recommend Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook award the tender to Brook Construction Ltd. for the Tender price of \$1,799,855.00 (HST Included) for the Jubilee Field Baseball Building Contract 2019-43.

Options:

1. That the Council of the City of Corner Brook award the tender to Brook Construction Ltd. for the Tender price of \$1,799,855.00 (HST Included) for the Jubilee Field Baseball Building Contract 2019-43.



**City of Corner Brook
Request for Decision (RFD)**

2. That the Council of the City of Corner Brook not award the tender to Brook Construction Ltd. for the Tender price of \$1,799,855.00 (HST Included) for the Jubilee Field Baseball Building Contract 2019-43.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

Budget/Financial Implications: Pre-Tender Estimate - \$1,887,725.00 (HST Included)

| | |
|-----------------------------------|--|
| Prepared by: Jim Warford | |
| Director: Darren Charters | |
| City Manager: Rodney Cumby | |
| Date: August 21, 2019 | |

Additional Comments by City Manager:



Aug 20 / 2019
12:05 pm
JW
S.R.
mkr.

6.5

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for: City of Corner Brook
17-CCR-20-00009 - Jubilee Field Baseball Building
L49 18-1541

To: **City of Corner Brook**
City Clerk Office
5 Park Street
Corner Brook, NL
A2H 2W8

Gentlemen,

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

ONE MILLION, SEVEN HUNDRED SEVENTY NINE
THOUSAND, EIGHT HUNDRED FIFTY FIVE DOLLARS

(\$ 1,779,855.⁰⁰) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tender documents.

2. The Work will be substantially performed within 175 working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
- (a) A Bid Bond in an acceptable form and correct amount issued by a company licenced to carry on such a business in the Province of Newfoundland and Labrador or

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

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

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

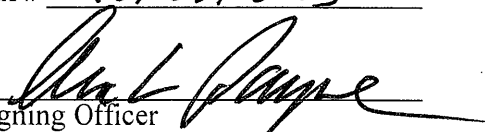
WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.
8. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.


9. WE hereby acknowledge receipt of the following addenda:
 Addendum No. 1
 Addendum No. _____
10. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: BROOK CONSTRUCTION (2007) INC.
 Address: PO Box 882 CORNER BROOK, NL
 Postal Code: A2H 6H6 E-Mail kirkw@brookconstruction.ca
 Ph # 709-634-9705 Fax # 709-634-8063


 Signing Officer

Corporate Seal

 Signing Officer

 Witnessed by

Appendix "A"

List of Sub-Contractors

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in "own forces" in the "Company Name" column. "By own forces" will be acceptable only if approved by the owner in writing prior to tender close. Requests for approval of "By own forces" must be submitted 14 days before tender close.

This appendix was completed and submitted by:

Name _____

Address _____

Dated, _____, and is an integral part of the Tender Form for Project

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

| <i>information in this column to be supplied by owner</i> | | <i>information in this column to be supplied by bidder</i> | |
|---|---|--|----------------|
| Work | Category: Sub-contractor or Manufacturer or Supplier | Company Name | Address |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

For each category identified in the table above work experience references may be required by the owner.

Issued for
Addendum 1

APPENDIX "B"
TENDER PRICE TABLE

| <i>Sections</i> | <i>Description</i> | | <i>Amount (\$)</i> |
|-----------------|---|---|--------------------------|
| C1 | Base Tender | | 1,455,200. ⁰⁰ |
| C2 | Separate Prices | | |
| | 1 | | |
| | 2 | | |
| | Subtotal Separate Prices | | NA |
| C3 | Unit Prices | <i>Quantity</i> | <i>Unit Price (\$)</i> |
| | 1 | | |
| | 2 | | |
| | Subtotal Unit Prices | | NA |
| C4 | Cash Allowances | | |
| | 1 | Testing and Laboratory Services | \$20,000 |
| | 2 | Site Access Improvements | \$50,000 |
| | | Extension of Field Irrigation Supply Line | \$15,000 |
| | | Air Conditioning for Scorekeeper's Hut | \$7,500 |
| | Subtotal Cash Allowances | | \$92,500 |
| C5 | SubTotal Tender Prices (Sum of Sections C1-C4) | | 1,547,700. ⁰⁰ |
| C6 | Harmonized Sales Tax (HST) (Multiply Section C5 by 15%) | | 232,155. ⁰⁰ |
| C7 | TOTAL TENDER AMOUNT (Add Sections C5 + C6 and transfer this amount to Section 1 on page 1 of the Tender Form) | | 1,779,855. ⁰⁰ |

Notes:

- For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
- Work associated with the Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Tender Amount equal to the amount(s) in C2 of the Tender Price Table.
- Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

BID BOND

Standard Construction Document

CCDC 220 - 2002

No. 69-4742-0052-19

Bond Amount 10% of Tender

BROOK CONSTRUCTION (2007) INC. as Principal, hereinafter called the Principal, and **AVIVA INSURANCE COMPANY OF CANADA** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND ENVIRONMENT** as Obligee, hereinafter called the Obligee, in the amount of TEN PERCENT (10%) of Tender Price -----00/100 Dollars (10% of Tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 20th day of AUGUST, in the year 2019, for

JUBLIEE FIELD BASEBALL BUILDING, CORNER BROOK, NL

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 2nd day of AUGUST, in the year 2019.

SIGNED and SEALED

in the presence of

BROOK CONSTRUCTION (2007) INC.

Signature

Name of person signing

AVIVA INSURANCE COMPANY OF CANADA

Signature

Michelle Kelly, CAIB, CIP, Attorney-in-fact

Name of person signing


A2786



Copyright 2002

Canadian Construction Documents Committee

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

| | |
|---|--|
|  | <p align="center">City of Corner Brook Request for Decision (RFD)</p> |
|---|--|

| | |
|--|---|
| Subject Matter: Margaret Bowater Park Cleaning Contract | |
| Report Information | |
| Department: Recreation Services | Attachments: Cleaning Contract |
| Prepared By: Jessica Parsons | Council Meeting Date: 26/08/2019 |


Recommendation: To approve the maintenance services of the Humber Valley Community Employment Corporation at the Margaret Bowater Park building and grounds for the amount of \$9826.50 HST inc.

Issue: *The Humber Valley Employment Corporation is looking to provide the City of Corner Brook with maintenance services for the Margaret Bowater Park building and grounds.*

Background: *This contract has been renewed each season since 2011 when the Margaret Bowater Park building opened.*

Budget/Financial Implications: \$9826.50 HST included, budgeted in 1250-64855

Environmental Implications: Contract includes cleaning washrooms, park grounds around canteen area and proper disposal of all garbage, waste and recyclable material.

| |
|--|
| Prepared by: Jessica Parsons |
| Director: Donald Burden  |
| City Manager: Rodney Cumby |
| Date: 20/08/2019 |

Additional Comments by City Manager:

THIS AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this ____ day of October Anno Domini two thousand and nineteen.

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

hereinafter called "The City".

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

hereinafter called "HVCEC".

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

AND WHEREAS HVCEC wishes to provide custodial services;

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

1. HVCEC agrees to provide the City with custodial services at Margaret Bowater Park ("The Park") located on O'Connell Drive in the City of Corner Brook, including the building thereon which houses the concession stand, washrooms and changerooms, commencing August 20th, 2019 and ending October 31st, 2019 ("The Term"). Hours of operation include 11:30 am to 7:30 pm.
2. The City agrees to pay to HVCEC the sum of Nine Thousand Eight Hundred and Twenty Six dollars and Fifty cents (\$9826.50) for the provision of custodial services after such services have been provided to the satisfaction of the City in accordance with the provisions set out in this agreement upon completion of the services and after final inspection by the City on the 1st of November, 2019.
3. The City covenants to:

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

- G. Keep and maintain the washrooms, changerooms, building, and outdoor eating areas in a clean, sanitary, attractive condition that is satisfactory to the City and the Department of Health and Community Service for the Province of Newfoundland & Labrador and regularly ensure disposal of all garbage, waste and recyclable material and rubbish throughout the Park;
 - H. Notify the City immediately with respect to any damage occurring to the Park, the building or the equipment therein;
 - I. Not alter the Park, building or equipment without prior consent of the City;
 - J. At all times indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the City and HVCEC) directly or indirectly arising out of, resulting from or sustained as a result of HVCEC's provision of custodial services;
5. If at any time HVCEC is in default in the performance of any of the covenants and agreements therein set forth to be performed by HVCEC, and such default continues for five(5) days after the receipt by HVCEC of notice in writing from the Director of Community Services of the City setting out the particulars of such default, the City shall have the right to terminate this agreement forthwith and thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise howsoever, including but not limited to any damages for loss of business.
 6. The City reserves the right to terminate this agreement for any reason without showing cause by giving ten (10) days written notice to HVCEC. Thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise including but not limited to any damages for loss of business save and except for such custodial services that have been provided to the City up to the date of termination which payment shall be pro-rated in accordance with the number of days such services were provided as compared to the total number of days set out in the Term herein.

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

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

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

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

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

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

Saturdays, next following the date of mailing.

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

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

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

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

CORNER BROOK CITY COUNCIL

Witness

Mayor or Deputy Mayor

Witness

City Manager or City Clerk

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

Witness

Director



**City of Corner Brook
Request for Decision (RFD)**

Subject Matter: RFD 2019-32 Civic Center Snow Clearing Contract

Report Information

Department: Public Works, Water and Wastewater

Attachments: Bid Documents

Prepared By: D. Burden

Council Meeting Date: August 26, 2019

Issue: The snow clearing contract for the Civic Center expired on March 31, 2019.

Background: Tender was issued for snow clearing at Civic Center and the tender closed on August 16, 2019. This tender is to provide snow clearing services from December 1, 2019 to March 31, 2022. All compliant bids are listed below (HST included):

Ron Flynn Transportation Ltd. \$52,322.70 per annum

Humber Arm Contracting Ltd. \$102,488.53 per annum

Proposed Resolution: Be it **RESOLVED** that Corner Brook City Council award the contract to Ron Flynn Transportation Ltd. for the amount of \$52,322.70 (taxes included) for Civic Center snow clearing.

Recommendation: It is the recommendation of staff to award the tender Ron Flynn Transportation Ltd. for the amount of \$52,322.70 (taxes included) for Civic Center snow clearing.

Options:

1. Accept staff's recommendation to award Civic Center snow clearing tender.
2. Reject staff's recommendation to award Civic Center snow clearing tender.

Legal Review: *Legal was not required*

Governance Implications: No policy/bylaw implications. No additional bylaws required.

Budget/Financial Implications: \$60,000 budgeted for Civic Center snow clearing.

Environmental Implications: There are no environmental implications.



**City of Corner Brook
Request for Decision (RFD)**

Prepared by: D. Burden

Director: D. Burden

City Manager: Rodney Cumby

Date: August 20, 2019

Additional Comments by City Manager:



**City of Corner Brook
Request for Decision (RFD)**

Subject Matter: Combined Sewer Separation Phase 3 – Amendment 14

Report Information

**Department: Community, Engineering,
Development & Planning**

Attachments: Amendment No. 14

Prepared By: Jim Warford

Council Meeting Date: August 19, 2019

Issue: Project Engineering costs were based on a one hundred and thirty (130) day construction schedule. This PCA CO covers engineering costs and project management costs associated with the schedule overrun for July 2019.

Background: Consultant services for the Combined Sewer Separation has been provided by Newfoundland Design Civil Limited overseeing Phase's 1, 2, and 3.

Recommendation: Approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Newfoundland Design Civil Limited) Combined Sewer Separation Phase 3 required for additional engineering costs and project management costs.

Be it resolved that the Council of the City of Corner Brook approve the PCA Amendment No. 14 for the Combined Sewer Separation Phase 3 2017-22 for Newfoundland Design Civil Limited in the amount of \$83,327.10 (HST included).

Options:

1. That the Council of the City of Corner Brook execute the PCA Amendment for Newfoundland Design Civil Limited.
2. That the Council of the City of Corner Brook not execute the PCA Amendment for Newfoundland Design Civil Limited.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

Governance Implications:

Budget/Financial Implications: 17-CWWF-17-00125

Environmental Implications: NA



**City of Corner Brook
Request for Decision (RFD)**

Prepared by: Jim Warford

Director: Darren Charters

City Manager: Rodney Cumby

Date: August 7, 2019

Jim Warford
Darren Charters
Rodney Cumby

Additional Comments by City Manager:

Government of Newfoundland & Labrador
Department of Municipal Affairs & Environment
PCA Amendment – Change Order Notice

Page 1 of 2

Form # 5A

February 2019

Corner Brook
PROJECT NAME: Combined Sewer Separation, Phase 2/3 DMAE PROJECT No.: 17-CWWF-17-00125
(Phase 3)
CHANGE ORDER NUMBER: 14 (Bulldog Construction) DATE: August 2, 2019

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Consultant shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Consultant shall return a signed copy of this document along with a revised Schedule II and III as per Item 7 below to the Regional Engineer for review and approval. Should it be decided to proceed with the work, an approved copy will be returned to the Consultant with Regional Engineers Signature. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

Project engineering costs were based on a one hundred and thirty (130) day construction schedule. This PCA CO covers engineering costs and project management associated with the schedule overrun for July 2019. See attached.

.4 EFFECT OF CHANGE ON CONTRACT

This change order (**will**) **will Not**) affect the approved completion date (**Circle correct statement**).

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

WORKING DAYS: 0 REVISED COMPLETION DATE: August 31, 2019

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

AMOUNT

- () No Change
(☒) Addition to Contract including GST payable by the Owner \$83,327.10
() Deduction from Contract including GST payable by the Owner \$

CONSULTANT: J. Aythyauf (Signature)

Government of Newfoundland & Labrador
Department of Municipal Affairs & Environment
PCA Amendment – Change Order Notice

Page 2 of 2

Form # 5A

February 2019

| | |
|------------------------------|---------------|
| Authorized Contract Amount | \$ 627,817.20 |
| Previous Change Orders | \$ 240,916.11 |
| This Change Order | \$ 83,327.10 |
| New Approved Contract Amount | \$ 952,060.41 |

.5 AUTHORIZATION TO PROCEED

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

DATE: _____ Municipality/Owner: _____
DATE: _____ Regional Engineer: _____

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____ Municipality/Owner: _____

.7 ENCLOSED DOCUMENTS

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

- 1) A copy of this document signed by Town and Consultant.
- 2) An up to date Schedule II and III of current approved Prime Consultant Agreement (PCA) including all previous approved change orders, include requested changes as per specific line items identified in Schedule II and III, and a revised PCA Schedule II and III based on requested changes as per applicable appendix "A" or "B" identified below. (This information is necessary for Project Representatives to update MSIS.)

"Appendix A" – Water, Sewer, and Municipal Roads
"Appendix B" – Building & Treatment Facilities
- 3) Any additional supporting documentation as necessary.

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

Include Appendix "A" and "B" Below

Appendix A
SCHEDULE II – Water, Sewer, & Municipal Roads
Basic and Other Additional Services Fees

| Service Items | Current Approved PCA amount including all previous approved COs | New Requested Change order as per Service item (+ / -) | Revised PCA Amount as per Service Item |
|---|---|--|--|
| • Basic Service | | | |
| - Preliminary Engineering | | | |
| - Design and Contract Documents | \$ 8,910.00 | | \$ 8,910.00 |
| - Tendering and Contracts Award | | | |
| - Contract Administration | \$138,291.50 | \$3,460.00 | 141,751.50 |
| • Project Completion Phase and Project Record Drawings | \$ 8,960.00 | | \$ 8,960.00 |
| • Other Additional Services: | | | |
| - Resident Services during construction | \$293,061.00 | \$30,492.00 | \$323,553.00 |
| - Project Management Services | \$134,690.50 | \$31,879.00 | \$166,569.50 |
| ○ Enter Description | | | |
| • Prime Consultant Project Expenses for above services | \$116,507.25 | \$6,627.35 | \$123,134.60 |
| Total Basic and Other Services Fees | \$700,420.25 | \$72,458.35 | \$772,878.60 |
| Total Additional Reimbursable Allowance (From Schedule III) | \$ 55,000.00 | | \$ 55,000.00 |
| Total Service Fee (Less HST) (Total Schedules II + III) | \$755,420.25 | \$72,458.35 | \$827,878.60 |
| HST | \$113,313.04 | \$10,868.75 | \$124,181.79 |
| Total Service Fee (Including HST) | \$868,733.29 | \$83,327.10 | \$952,060.39 |

Appendix A
SCHEDULE III – Water, Sewer, & Municipal Roads
Additional Reimbursable Allowances

List below allowances for specific project expenses not included in Schedule II

| Service Items | Current Approved PCA amount including all previous approved COs | New Requested Change order as per Service item (+ / -) | Revised PCA Amount as per Service Item |
|---|--|---|---|
| • Site Surveys | | | |
| • Geotechnical Investigations | | | |
| • Materials Testing | | | |
| - Asphalt Extractions | | | |
| - Concrete Testing | | | |
| - Compaction Testing | | | |
| - Enter Description | | | |
| - Enter Description | | | |
| • Water Main Leakage Detection | | | |
| • Sewer main Infiltration Detection | | | |
| • Enter Description | | | |
| • Enter Description | | | |
| Total Additional Reimbursable Allowances | | | |



Engineering Fee Schedule (PCA Amendment No. 14)

Table 1 - Fee Proposal for : Newfoundland Design Civil Limited


DMA Project # : 17-CWWF-17-00125

Municipality of : City of Corner Brook

Project Name : Combined Sewer Separation Phase 2/3

| Task Description | Project Manager | Civil Engineer | Sr Civil Technologist | Civil Technologist | Secretarial | Site Rep. (G.C.) | Assist. Site Rep. | Classification Name | Classification Name | Total Fees |
|--|-----------------|----------------|-----------------------|--------------------|-------------|------------------|-------------------|---------------------|---------------------|--------------|
| Basic Services | | | | | | | | | | |
| Preliminary Engineering | | | | | | | | | | |
| Other: | | | | | | | | | | |
| Total Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Rate/Hr | \$ 160.00 | \$ 120.00 | \$ 105.00 | \$ 80.00 | \$ 53.00 | \$ 88.00 | \$ 77.00 | \$ | \$ | |
| Preliminary Engineering Fee Totals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Design and Contract Documents | | | | | | | | | | |
| Total Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Rate/Hr | \$ 160.00 | \$ 120.00 | \$ 105.00 | \$ 80.00 | \$ 53.00 | \$ 88.00 | \$ 77.00 | \$ | \$ | |
| Design and Contract Document Fee Totals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Tendering and Contract Awards | | | | | | | | | | |
| Other : | | | | | | | | | | |
| Total Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Rate/Hr | \$ 160.00 | \$ 120.00 | \$ 105.00 | \$ 80.00 | \$ 53.00 | \$ 88.00 | \$ 77.00 | \$ | \$ | |
| Tender and Contract Award Fee Totals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Contract Administration | | | | | | | | | | |
| Other: | | | | | | | | | | |
| Total Hours | 18.5 | 0 | 4 | 1 | | 234.5 | 128 | 0 | 0 | |
| Rate/Hr | \$ 160.00 | \$ 120.00 | \$ 105.00 | \$ 80.00 | \$ 53.00 | \$ 88.00 | \$ 77.00 | \$ | \$ | |
| Contract Administration Fee Totals | \$ 2,960.00 | \$ - | \$ 420.00 | \$ 80.00 | \$ - | \$ 20,636.00 | \$ 9,866.00 | \$ - | \$ - | \$ 33,952.00 |
| Project Completion Phase and Project Record Drawings | | | | | | | | | | |
| Other: | | | | | | | | | | |
| Total Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Rate/Hr | \$ 160.00 | \$ 105.00 | \$ 105.00 | \$ 80.00 | \$ 53.00 | \$ 88.00 | \$ 77.00 | \$ | \$ | |
| Project Completion Phase and Projects Record Drawings Fee Totals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other Additional Services | | | | | | | | | | |
| Project Management | | | | | | | | | | |
| Other: | | | | | | | | | | |
| Total Hours | 48 | 89 | 0 | 0 | 11 | 0 | 168 | 0 | 0 | |
| Rate/Hr | \$ 160.00 | \$ 120.00 | \$ 105.00 | \$ 80.00 | \$ 53.00 | \$ 88.00 | \$ 77.00 | \$ | \$ | |
| Project Management Fee Totals | \$ 7,680.00 | \$ 10,680.00 | \$ - | \$ - | \$ 583.00 | \$ - | \$ 12,936.00 | \$ - | \$ - | \$ 31,879.00 |
| Prime Consultant Project Expenses | | | | | | | | | | |
| Project Expenses | | | | | | | | | | \$ 6,627.35 |

| Task Description | Project Manager | Civil Engineer | Sr. Civil Technologist | Civil Technologist | Secretarial | Site Rep. (C.C.) | Assist. Site Rep. | Classification Name | Classification Name | Total Fees |
|---|-----------------|----------------|------------------------|--------------------|-------------|------------------|-------------------|---------------------|---------------------|--------------|
| Basic Services | | | | | | | | | | |
| Total Basic and Other Service Fees | | | | | | | | | | \$ 72,458.35 |
| Total Additional Reimbursable Allowance (From Schedule III) | | | | | | | | | | |
| Total Service Fee (Less HST) | | | | | | | | | | \$ 72,458.35 |
| HST @ 15% | | | | | | | | | | \$ 10,868.75 |
| Total Service Fee (Including HST) | | | | | | | | | | \$ 83,327.10 |

| | |
|--|--|
|  | <p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p> |
|--|--|

Subject Matter: Approval of Proposed Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02 – Housekeeping Amendment to Allow Solid Waste Uses in the Rural Designation and Land Use Zone

Report Information

Department: Community, Engineering, Development and Planning

Attachments:

MP 19-02 Amendment
DR 19-02 Amendment

Prepared By: Deon Rumbolt

Council Meeting Date: August 26, 2019

Issue:

The principal purpose of the Amendment is to allow Council to consider the approval of uses under the ‘solid waste’ use class in the ‘Rural (R)’ designation.

Background:

At a regular meeting of Council held on April 8, 2019 and pursuant to section 14 of the *Urban and Rural Planning Act, 2000* (henceforth the “Act”), Council resolved to proceed with public consultation for the above-noted proposed amendments to the Municipal Plan and Development Regulations. The amendments were posted on the City’s website on April 12, 2019. Members of the public were invited to inspect the proposal at City Hall; however, staff received no inquiries on the submission. In accordance with section 15 of the Act, the Local Governance and Land Use Planning Division of the Department of Municipal Affairs and Environment issued their release of the proposed amendments on June 18, 2019.

At a regular meeting of Council held on July 15, 2019 and pursuant to sections 16, 17, 18, 19, and 21 of the Act, Council resolved adopt to the proposed amendments; set a public hearing for 7:00 p.m., August 19, 2019 in Council Chambers at City Hall; appoint a commissioner; and authorize staff to give statutory notice of adoption and tentative public hearing (including authorization to cancel the public hearing in the event no objections were received or no member of the public expressed intent to attend the public hearing). In accordance with subsection 21(1) of the Act, staff cancelled the public hearing and gave notice of cancellation via the City website on August 19, 2019. In accordance with section 23 of the Act, Council must give final approval of the proposed amendments prior to submission to the provincial government for registration (subsection 24(1)) and giving notice of registration in the NL Gazette and Western Star (subsection 24(2)). The amendments are not in legal force and effect until notice of registration is issued.

Approval of the proposed amendments is the second and final affirmative decision of Council (the first being adoption) prior to submitting the documents to the provincial government for ministerial approval and registration.



**City of Corner Brook
Request for Decision (RFD)**

Any future application for a 'solid waste' use will have to be re-advertised and brought back to Council for a future discretionary decision pursuant to regulations 26 and 128 of the City's Development Regulations.

Recommendation:

Staff Recommends the following motions be supported.

Be it resolved that the Council of the City of Corner Brook approve proposed text amendment MP19-02 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012;

Be it further resolved that the Council of the City of Corner Brook approve proposed text amendment DR19-02 to the City of Corner Brook's 2012 Development Regulations;

Be it further resolved that the Council of the City of Corner Brook authorize staff to submit the proposed amendments to the provincial government for ministerial approval and registration; and

Be it further resolved that the Council of the City of Corner Brook Authorize staff to give statutory notice of registration of the amendments following ministerial approval and registration under (3).

Options:

1. That Council:

- Approve proposed text amendment MP19-02 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012;
- Approve proposed text amendment DR19-02 to the City of Corner Brook's 2012 Development Regulations;
- Authorize staff to submit the proposed amendments to the provincial government for ministerial approval and registration;
- Authorize staff to give statutory notice of registration of the amendments following ministerial approval and registration under (3).

2. That Council not:

- Approve proposed text amendment MP19-02 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012;
- Approve proposed text amendment DR19-02 to the City of Corner Brook's 2012 Development Regulations;



**City of Corner Brook
Request for Decision (RFD)**

- Authorize staff to submit the proposed amendments to the provincial government for ministerial approval and registration;
- Authorize staff to give statutory notice of registration of the amendments following ministerial approval and registration under (3).

3. That the Council of the City of Corner Brook give other direction to staff.

Legislative Authority: *Urban and Rural Planning Act, 2000*, sections 23 and 24

Legal Review: *N/A*

Governance Implications:

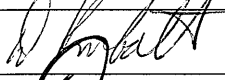


Budget/Financial Implications:

Financial implications of approval include advertising notice of registration in the NL Gazette and Western Star within 10 days of being notified of registration by the provincial government.

Environmental Implications: *N/A*

Communication Strategy:

In accordance with subsection 24(2) of the Act, notice of registration must be advertised in the NL Gazette and locally circulated newspaper (Western Star) within 10 days of being notified of registration from the provincial government.

| | |
|-----------------------------------|--|
| Prepared by: Deon Rumbolt |  |
| Director: Darren Charters |  |
| City Manager: Rodney Cumby |  |
| Date: August 20, 2019 | |



**City of Corner Brook
Request for Decision (RFD)**

Additional Comments by City Manager:

AFFIDAVIT - NO OBJECTIONS

NEWFOUNDLAND AND LABRADOR

CANADA

TO WIT

I, _____, hereby make Oath and say that:

1. The Corner Brook City Council adopted Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02 on the 15th day of July, 2019.
2. The Corner Brook City Council gave notice of adoption of Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02 by advertisement inserted on the 24th day of July, 2019 and the 7th day of August, 2019, in the Western Star newspaper.
3. The Corner Brook City Council set the 19th day of August, 2019 at 7:00 p.m. in Council Chambers at City Hall for the holding of a public hearing to consider objections and representations to Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02.
4. No objections or representations with respect to Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02 were received by the City of Corner Brook within the time stipulated in the notice of public hearing.
5. The Corner Brook City Council cancelled the scheduled public hearing.
6. The Corner Brook City Council approved Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02, as adopted on the 15th day of July, on the 26th day of August, 2019.
7. The attached Municipal Plan Amendment MP19-02 and Development Regulations DR19-02 are correct copies of Municipal Plan Amendment MP19-02 and Development Regulations DR19-02, as approved by the Corner Brook City Council on the 26th day of August, 2019.

SWORN to at the City of Corner Brook
this _____ day of _____, A.D. 2019
before me

Notary Public, Justice of the Peace,
Commissioner of Oaths

City Clerk

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO ADOPT
MUNICIPAL PLAN AMENDMENT NO. MP19-02

Under the authority of Section 16 of the *Urban and Rural Planning Act, 2000*, the City of Corner Brook adopts Municipal Plan Amendment No. MP19-02 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012.

Adopted by the City Council of Corner Brook on the 15th day of July, 2019.

SIGNED AND SEALED this _____ day of _____, 2019.

Mayor: _____

City Clerk: _____

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Municipal Plan Amendment was prepared in accordance with the requirements of the *Urban and Rural Planning Act, 2000*.



A. Smith

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO ADOPT
DEVELOPMENT REGULATIONS AMENDMENT NO. DR19-02

Under the authority of Section 16 of the *Urban and Rural Planning Act, 2000*, the City of Corner Brook adopts Development Regulations Amendment No. DR19-02 to the City of Corner Brook's 2012 Development Regulations.

Adopted by the City Council of Corner Brook on the 15th day of July, 2019.

SIGNED AND SEALED this _____ day of _____, 2019.

Mayor: _____

City Clerk: _____

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment was prepared in accordance with the requirements of the *Urban and Rural Planning Act, 2000*.



A. Smith

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO APPROVE
CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT DR19-02

Under the authority of Sections 16, 17, and 18 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook:

- a) Adopted Development Regulations Amendment DR19-02 on the 15th day of July, 2019;
- b) Gave notice of the adoption of Development Regulations Amendment DR19-02 by advertisement inserted on the 24th day of July, 2019 and the 7th day of August, 2019 in the Western Star newspaper; and
- c) Set the 19th day of August, 2019 at 7:00 p.m. at the Corner Brook City Hall for the holding of a public hearing to consider objections and submissions.

Now under the authority of Section 23 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook **approves** Development Regulations Amendment DR19-02, as adopted, this 26th day of August, 2019.

SIGNED AND SEALED this ____ day of _____, 2019.

Mayor: _____

Clerk: _____

(Council Seal)

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO APPROVE
CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT MP19-02

Under the authority of Sections 16, 17, and 18 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook:

- a) Adopted Municipal Plan Amendment MP19-02 on the 15th day of July, 2019;
- b) Gave notice of the adoption of Municipal Plan Amendment MP19-02 by advertisement inserted on the 24th day of July, 2019 and the 7th day of August, 2019 in the Western Star newspaper; and
- c) Set the 19th day of August, 2019 at 7:00 p.m. at the Corner Brook City Hall for the holding of a public hearing to consider objections and submissions.

Now under the authority of Section 23 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook **approves** Municipal Plan Amendment MP19-02, as adopted, this 26th day of August, 2019.

SIGNED AND SEALED this ____ day of _____, 2019.

Mayor: _____

Clerk: _____

(Council Seal)



PUBLIC HEARING CANCELLATION

Please take notice that the Corner Brook City Council has cancelled the public hearing for proposed Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02. The public hearing was scheduled for 7:00 p.m., August 19, 2019 in Council chambers at City Hall. Where no objections were received—or no member of the public indicated they would like to attend the public hearing and make representation—by 4:30 p.m. on Aug 17, 2019, staff (as directed by Council) cancelled the public hearing in accordance with subsection 21(1) of the *Urban and Rural Planning Act, 2000*.

City Council will now be considering the proposed amendments for final approval at a regular meeting on August 26, 2019. If approved, the amendments must be submitted to the provincial government for ministerial

approval and registration prior to legal enactment. In accordance with subsection 24(2), the amendments will not be in legal force and effect until notice of registration is given via the NL Gazette and Western Star.

Although the City is no longer accepting and considering objections for this amendment application, you may contact the Planning Office at 637-1554 during regular business hours (Monday to Friday) to receive additional information on the application and amendment process to date.

City Hall

5 Park Street, P.O. Box 1080

Corner Brook, NL, Canada

A2H 6E1



Integrated Municipal Sustainability Plan 2012

Municipal Plan Amendment No. MP19-02

August, 2019

Prepared by:



Contents

| | |
|---|---|
| 1. Type | 1 |
| 2. Purpose | 1 |
| 3. Public Consultation | 3 |
| 4. Provincial Release | 3 |
| 5. Adoption by Council and Public Hearing | 3 |
| 6. Approval by Council | 3 |
| 7. Statement | 3 |

1. Type

Municipal Plan Amendment No. MP19-02 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012 (henceforth the "Amendment") is a text amendment.

2. Purpose

The principal purpose of the Amendment is to allow Council to consider the approval of uses under the 'solid waste' use class in the 'Rural (R)' designation (also see associated Development Regulations Amendment DR19-02). As the Integrated Municipal Plan 2012 (henceforth "Municipal Plan") is currently structured, said uses are limited to the 'Solid Waste / Scrap Yard (SW/SY)' designation.

The 'Rural (R)' designation currently allows Council to consider uses of a similar nature and land use impact, as stipulated under policy 08.:

08. Scrap yards, including associated recycling operations, mineral workings, and rural industries may be permitted at suitable locations within the Rural area subject to a Land Use Assessment Report. If the operation is deemed appropriate, the Authority shall impose conditions to ensure provisions are made for environmental protection, buffering, site maintenance, any aesthetic or view plane considerations, and proper site access. [Emphasis added]

The Amendment proposes to add solid waste uses to policy 08. of the 'Rural (R)' designation, in effect allowing Council to consider said uses as discretionary in the associated 'Rural (R)' use zone of the Development Regulations.

Further, there are currently conflicting policies in the Municipal Plan pertaining to scrap yard uses.

Policy 08. of the 'Rural (R)' designation reads:

*08. **Scrap yards**, including associated recycling operations, mineral workings, and rural industries **may be permitted at suitable locations within the Rural area** subject to a Land Use Assessment Report. If the operation is deemed appropriate, the Authority shall impose conditions to ensure provisions are made for environmental protection, buffering, site maintenance, any aesthetic or view plane considerations, and proper site access. [Emphasis added]*

Policy 03. of the 'Solid Waste / Scrap Yard (SW/SY)' designation reads:

*03. **Scrap yards shall only be located in Solid Waste/Scrap Yard zones** and any new scrap yard locations shall be defined on the Development Regulation maps. Scrap yards may also include recycling operations and activities. [Emphasis added]*

This amendment thus also provides the opportunity to perform housekeeping changes to rectify this conflict.

The Municipal Plan was initially structured to confine solid waste uses to the 'Solid Waste / Scrap Yard (SW/SY)' designation and associated use zone. This Amendment also proposes to amend the policies of this designation to afford the flexibility of considering solid waste uses in other areas of the City that are appropriately designated and zoned under the Municipal Plan and Development Regulations, respectively (e.g. 'Rural (R)' designation and zone).

3. Public Consultation

In accordance with section 14 of the Act, City staff conducted public consultation by advertising the Amendment on the City's website on April 12, 2019. City staff provided the public with opportunity to inspect and provide comments on the Amendment. No concerns or objections were raised during the public consultation stage of the proposed amendment.

4. Provincial Release

In accordance with section 15 of the Act, City staff forwarded the Amendment to the provincial Department of Municipal Affairs and Environment for review. Where no agency or departmental interests were identified, the Amendment was released from the Local Governance and Land Use Planning Division on June 18, 2019.

5. Adoption by Council and Public Hearing

In accordance with section 16 of the Act, Council adopted the Amendment on July 15, 2019. In accordance with section 17 of the Act, notice of adoption and tentative public hearing date (August 19, 2019) was published in a locally circulated newspaper (Western Star) on July 24, 2019 and August 7, 2019.

Where no objections were received two (2) days before the tentative public hearing date (7:00 p.m., August 19, 2019), Council cancelled the public hearing in accordance with section 20 and subsection 21(1) of the Act.

6. Approval by Council

In accordance with section 23 of the Act, Council approved the Amendment (as adopted) on August 26, 2019.

7. Statement

The City of Corner Brook's Integrated Municipal Sustainability Plan 2012 is amended by:

(A) Repealing the entirety of text under subsection '4.10 RURAL' and replacing with the following text:

4.10 RURAL

4.10.1 Context

The Rural designation serves to protect the natural environment by only permitting land use activities that are compatible while still retaining the qualities of a rural setting. The primary uses of agriculture, forestry, recreational open space, solid waste, scrap yard, and limited rural industries which do not create a demand for municipal services nor encourage ribbon development along the road network are appropriate for these areas.

It is recognized that rural land suitable for agriculture is often also preferred by developers for residential subdivision and other large scale development because of more gentle topography and less challenging soil conditions; however, due to the limited regions of fertile, agricultural conditions in the province, Rural lands identified as suitable agricultural land by the Government of Newfoundland and Labrador shall be protected from non-agricultural uses

The Authority acknowledges that in some Rural Zones, older houses, or in some cases entire streets, are located in areas designated as Rural. Normally, the intent is that these uses would be considered as a non-conforming use and should not increase in intensity while these deficiencies exist or that the use would discontinue entirely in some cases. An exception to this is with respect to single dwellings that have been developed or are proposed to be developed in association with an agricultural or forestry operation in accordance with the requirements for that use.

Within the City of Corner Brook, there are houses located in Rural Zones that have not been developed in association with an agricultural or forestry operation but exist as a result of the historical or natural growth of the city. Factors such as amalgamation of the four original communities which make up the present day City of Corner Brook; municipal and planning area boundary expansions; development which occurred prior to formal planning processes; remote areas where municipal services are absent altogether or the where current municipal services, conditions or road standards are not able to be met, have resulted in dwellings that may be

considered as a separate classification of use and can be assessed as a Discretionary Use of the Zone.

4.10.2 Objectives

01. To protect the rural nature of those lands occurring outside of the Municipal Service Area Boundary.

02. To prevent ribbon development and municipal services from extending into Rural Areas.

03. To permit select land use activities that may be accommodated on the periphery of the City's development area which do not negatively impact the natural environment or create a demand for municipal or other city services.

04. To protect agricultural lands occurring in the Rural Designation.

05. To permit the replacement, repair, renovation or extension of existing dwellings in the Rural Zone with a single dwelling which will not negatively affect the natural environment, will not have a detrimental or prejudicial impact on other permitted or discretionary uses of the zone, are not located in an area subject to environmental hazard, nor create a demand for municipal or other services.

4.10.3 Policies

01. Any building activity in the Rural areas shall be undertaken in a manner which is in keeping with the qualities of the surrounding landscape and will mitigate adverse environmental impacts on the amenities of the area.

02. Development permitted in Rural areas shall include non-intensive uses such as agriculture and forestry that do not create a demand for municipal services nor encourage ribbon development along the road network.

03. Wherever and whenever possible, the reforestation of rural land which is not suitable for agricultural purposes will be encouraged.

04. Forestry and agricultural operations in close proximity to the urban areas will be restricted to those which will not constitute a hazard or disturbance to existing or proposed development.

05. Future cemetery sites shall be limited to an expansion of Mount Patricia Cemetery. This will serve to eliminate an unnecessary land use within the urban serviced area and to meet additional requirements for this purpose. Cemeteries within this context are understood to refer to human cemeteries.

06. Pet cemeteries may be located within the Rural areas at suitable locations which do not require water and sewer services nor create additional traffic or need for other municipal services such as fire protection or road maintenance/snow clearing.

07. Pet cemeteries operated as private facilities will be required, at the time of application, to prepare operating plans that identify and make provision for the removal or disposal of animal remains in the event of closure of the facility or as a result of a change of use at the site.

08. Scrap yards, including associated recycling operations, mineral workings, uses under the solid waste use class, and rural industries may be permitted at suitable locations within the Rural area subject to a Land Use Assessment Report. If the operation is deemed appropriate, the Authority shall impose conditions to ensure provisions are made for environmental protection, buffering, site maintenance, any aesthetic or view plane considerations, and proper site access.

09. The area of Tower Road, south of Lewin Parkway, has come under increasing development pressure and in order to consider development in this area, a Land Use Assessment Report will be required for all development proposals.

10. Development in the Watson's Pond area shall be confined to non-intensive uses such as agriculture and forestry and other uses that do not require water and sewer services until such time as a determination has been made whether to extend industrial development in the area or to permit more recreational use in the area. In this regard, a thorough review of water supply requirements must be conducted by the Engineering Services Division and the Fire Department.

11. *Outdoor assembly, outdoor market, veterinary, animal, and service station uses may be permitted at appropriate locations within Rural areas where the operation is deemed appropriate and where a system of water and sewer services and fire protection services, acceptable to the Authority, can be made available.*

12. *Transportation uses including airfields and dock facilities may only be developed at appropriate locations within Rural areas where their development and use will not create a demand for municipal services nor upgrading and maintenance of existing or proposed access roads. More intensive dockyard and transportation facilities are to be located in approved industrial or otherwise suitable locations which are serviced with municipal water and sewer.*

13. *Large scale development proposals which are sufficiently comprehensive and will occupy a minimum area of 1 hectare (10,000 m²) may require a change in land use and zoning in order to conform to the proper land use designation of the Municipal Plan.*

14. *In an effort to provide increased rights to residents living in Rural land use designations to be able to: (1) extensively renovate; (2) expand the existing dwelling to a maximum of 50% of the original total floor area; or (3) replace the existing dwelling to a maximum of 150% of the original total floor area, by choice and not as a result of fire or other damage, existing dwellings will be recognized as discretionary uses, provided that the location of the dwelling does not conflict with any plan, scheme or other intention of Council to develop the area for other purposes or if it will not have detrimental impact or prejudice the development of existing or other permitted or discretionary uses of the zone. Applications for the replacement, extensive renovation, repair or extension of existing residential dwellings will be subject to a public notification process and Council approval, in accordance with the requirements for Discretionary Use. Houses accidentally damaged or destroyed by fire, flood or other causes may also be repaired or replaced in accordance with these standards.*

(B) Repealing the entirety of text under subsection '4.12 SOLID WASTE/SCRAPYARD' and replacing with the following text:

4.12 SOLID WASTE/SCRAPYARD

4.12.1 Context

The sanitary landfill site at Wild Cove is the location for solid waste disposal for the City of Corner Brook. The disposal method consists of compaction and a covering layer of soil or other acceptable substance with hazardous materials being stored and disposed of separately from other non-toxic waste materials.

Scrap yards are an intrusive feature upon the landscape and require specific screening and careful consideration prior to their location. As well, because of some of the materials which may be present at scrap yard locations and the volume of scrap material, the buffering from water bodies and other land uses must be adequate.

4.12.2 Objective

To guide and shape the development of solid/waste scrap yards in such a way that adverse impacts to the natural landscape, physical environment and citizens of Corner Brook are minimized.

4.12.3 Policies

01. The land fill site at Wild Cove is the City's designated sanitary landfill site and shall remain in place for the time of the present Municipal Plan or until such time as a new sanitary landfill site may be designated and it shall be monitored as to the possible environmental and social impacts of the facility as the City develops.

01.A. Despite policy 01., Council may consider the approval of other uses under the solid waste use class in other areas of the City that are appropriately designated and zoned under the Municipal Plan and Development Regulations respectively. This may include, for example, considering the approval of private solid waste operations where market demand exists for such business operations.

02. Recycling operations may be considered at the Wild Cove landfill site when the operation can be carried out effectively from the site and when the material required for the activity forms part of the normally disposed of substances at the landfill site and when the operation will not require or create a demand for municipal water and sewer services.

03. Scrap yards may be located in Solid Waste/Scrap Yard zones. Scrap yards may also include recycling operations and activities.

04. No scrap yard will be permitted to cause the pollution of any watercourse. Adequate vegetation or other buffering must be in place prior to the operation of the scrap yard.

05. Any scrap yard operations within the Municipal Planning Area shall be conducted so that no nuisance or danger is caused to the general public and the scenic beauty of the surrounding area is preserved. In order to preserve the scenic beauty and amenity of the area, operations will generally be restricted to areas not exposed to public view.

06. Upon the cessation of any scrap yard use, the area shall be cleaned of any debris and hazardous/toxic materials and the site rehabilitated and returned as much as possible to its original state or left in a condition where other compatible development may be accommodated on the site.

07. Approval of a development application for a scrap yard must include a rehabilitation plan which would take effect when it has been determined to the satisfaction of the Authority that the operation has ceased to exist. A Land Use Assessment Report may also be required.



2012 Development Regulations

Development Regulations Amendment No. DR19-02

August, 2019

Prepared by:



Contents

| | |
|---|---|
| 1. Type | 1 |
| 2. Purpose | 1 |
| 3. Public Consultation | 1 |
| 4. Provincial Release | 2 |
| 5. Adoption by Council and Public Hearing | 2 |
| 6. Approval by Council | 2 |
| 7. Amendment Statement | 2 |

1. Type

Development Regulations Amendment No. DR19-02 to the City of Corner Brook's 2012 Development Regulations (henceforth the "Amendment") is a text amendment.

2. Purpose

The principal purpose of the Amendment is to allow Council to consider the approval of uses under the 'solid waste' use class in the 'Rural (R)' zone (also see associated Municipal Plan Amendment MP19-02). As well as adding 'solid waste' as a discretionary use class to the 'Rural (R)' zone, this Amendment also proposes to add a definition of 'solid waste' as a housekeeping, clarification item.

3. Public Consultation

In accordance with section 14 of the Act, City staff conducted public consultation by advertising the Amendment on the City's website on April 12, 2019. City staff provided the public with opportunity to inspect and provide comments on the Amendment. No concerns or objections were raised during the public consultation stage of the proposed amendment.

4. Provincial Release

In accordance with section 15 of the Act, City staff forwarded the Amendment to the provincial Department of Municipal Affairs and Environment for review. Where no agency or departmental interests were identified, the Amendment was released from the Local Governance and Land Use Planning Division on June 18, 2019.

5. Adoption by Council and Public Hearing

In accordance with section 16 of the Act, Council adopted the Amendment on July 15, 2019. In accordance with section 17 of the Act, notice of adoption and tentative public hearing date (August 19, 2019) was published in a locally circulated newspaper (Western Star) on July 24, 2019 and August 7, 2019.

Where no objections were received two (2) days before the tentative public hearing date (7:00 p.m., August 19, 2019), Council cancelled the public hearing in accordance with section 20 and subsection 21(1) of the Act.

6. Approval by Council

In accordance with section 23 of the Act, Council approved the Amendment (as adopted) on August 26, 2019.

7. Amendment Statement

The City of Corner Brook's 2012 Development Regulations are amended by:

(A) Repealing the use zone table under regulation '158. Rural' and replacing with the following table:

USE ZONE TABLE

158. RURAL

PERMITTED USE CLASSES - (see Regulation 127)
Agriculture, forestry.

DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)

Outdoor assembly, single dwelling, single dwelling (existing), veterinary, outdoor market, general industry, service station, mineral working, recreational open space, conservation, transportation, animal, antenna, hazardous industry, cemetery**, solid waste****

(See condition no. 8) **(See condition no. 9) *(See condition no. 11)*

(B) Adding the following condition in numerical order under regulation '158. Rural':

11. Solid Waste

The authority may use the requirements of the 'Solid Waste / Scrap Yard (SW/SY)' use zone (see regulation 159) as a guide in potentially attaching conditions to an approval of a solid waste use in the 'Rural (R)' zone. (See also regulation 25. regarding attaching conditions to an approval.)

(C) Adding the following definition in alphabetical order under 'Schedule A: Definitions':

SOLID WASTE: means a use where garbage and waste is collected, stored, and/or treated permanently in open or covered pits or temporarily indoors or outdoors for further processing or treatment off-site and may include administrative functions associated with the use. Offices and indoor storage (warehouses) may be accessory uses.

TAKE NOTICE that the CITY OF CORNER BROOK Municipal Plan Amendment MP19-02 and Development Regulations DR19-02 , adopted on the 15th day of July, 2019 and approved on the 26th day of August, 2019, have been registered by the Minister of Municipal Affairs and Environment.

The principal purpose of the amendments is to allow Council to consider the approval of uses under the 'solid waste' use class in the 'Rural (R)' designation and 'Rural (R)' use zone of the Municipal Plan and Development Regulations, respectively. Uses under the 'solid waste' use class were previously confined to the 'Solid Waste / Scrap Yard (SW/SY)' designation and use zone. The changes are thus housekeeping text amendments to the Municipal Plan and Development Regulations.

The CORNER BROOK Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02 come into effect the day this notice is published in the *Newfoundland and Labrador Gazette*. Anyone wishing to inspect a copy of the CORNER BROOK Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02 may do so at City Hall, Corner Brook during normal business hours.

CITY OF CORNER BROOK
Marina Redmond, City Clerk

Notice of Motion

City of Corner Brook Metered Parking Regulations, 2019

In accordance with Section 39 of the City of Corner Brook Act, a notice of motion is required for the amendment, repeal and passing of bylaws/regulations of the City of Corner Brook.

Whereas Section 203 of the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended, authorizes council to make regulations:

- In accordance with sections 189 of the *Highway Traffic Act*;

And specifically, Section 189(1)(n) of the *Highway Traffic Act*, authorizes Council to make regulations:

- Regulating the reservation of highways or parts of highways for parking purposes and the charging and collection of fees for parking, and generally in respect of other matters in connection with parking for which the council considers regulations necessary;

Notice is hereby given that at the Public Council Meeting on September 16th, 2019, the following motion will be brought forward for consideration:

Pursuant to the powers vested in it under Sections 197, 188, 203, 438, & 439 of the *City of Corner Brook Act*, R.S.N.L. 1990, c. C-15, as amended, Section 189 of the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended, (a) delegation(s) of power by the Minister of Transportation and Works dated February 8, 2010, and all other powers it enabling, the Council of the City of Corner Brook hereby adopts and enacts the following *Metered Parking Regulations 2019* and thereby repeals the current *Parking Meter Regulations* that were enacted April 21st, 2008.

CITY OF CORNER BROOK METERED PARKING REGULATIONS 2019

PURSUANT to the powers vested in it under Sections 197, 188, 203, 438, & 439 of the *City of Corner Brook Act*, R.S.N.L. 1990, c. C-15, as amended, Section 189 of the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended, (a) delegation(s) of power by the Minister of Transportation and Works dated February 8, 2010, and all other powers it enabling, the Corner Brook City Council, in a session convened on the ____day of _____, 2019, hereby passes and enacts the following regulations.

1. These Regulations may be cited as the *City of Corner Brook Metered Parking Regulations*.

2. **Definitions**

In these Regulations:

- (a) "Accessible Parking Regulations" means Newfoundland and Labrador Regulation 24/19 enacted under the *Highway Traffic Act RSNL 1990 Ch. H-3* with all amendments thereto and any similar or successor legislation;
- (b) "Accessible parking space" means a parking space, including access aisles, that is intended to be reserved for persons with a mobility challenge as defined by the *Accessible Parking Regulations* under the *Highway Traffic Act* or any similar or successor legislation and is
 - i. designated by a RB-71 sign of any dimension or color from the Manual of Uniform Traffic Control Devices for Canada published by the Transportation Association of Canada;
 - ii. designated by a uniform traffic control sign of any dimension or color from the Canada Standards Association standard CSA B651
 - iii. designated by a sign of any dimension or color bearing a symbol of a figure in a wheelchair;
 - iv. bearing a symbol of a figure in a wheelchair, or
 - v. painted blue in whole or in part
- (c) "City" means the City of Corner Brook;

- (d) “Council” means Corner Brook City Council;
- (e) “Director” means the Director of Public Works or the Director of Protective Services;
- (f) “Highway Traffic Act” means the *Highway Traffic Act RSNL 1990 Ch. H-3* of the Province of Newfoundland and Labrador with all amendments thereto and any similar or successor legislation;
- (g) “Metered parking space” means any area or portion of any highway, street, parking lot, or lands that are owned by, vested in, or leased by the City or Council and marked out pursuant to this Regulation for the accommodation of a vehicle and adjacent to which a parking meter has been installed and or signage is installed to indicating the purchase of parking by way of a mobile parking app;
- (h) “Owner” means:
 - i. the person who holds the legal title to a vehicle; or
 - ii. in the case of a vehicle that is registered under section 10 of the *Highway Traffic Act* as amended, the person in whose name it is registered.
- (i) “Park” or “parking” means to permit a vehicle, whether occupied or not, to stand otherwise than temporarily for the immediate purpose of and while actually engaged in loading or unloading goods or taking up or setting down passengers or in obedience to traffic regulations or traffic signs or the directions of a traffic officer;
- (j) “Parking App” means a computer program designed to run on a mobile device such as cellular telephone or tablet and is used to purchase parking time for a Metered Parking Space.
- (k) “Parking Meter” means a device which indicates on it the length of time during which a vehicle may be parked and which has as part of it a receptacle for receiving and storing coins and a slot or place in which such coins may be deposited, or a mechanism for accepting another form of payment, a timing mechanism to indicate the passage of the interval of time during which the parking is

permissible and which displays a signal when that interval of time has elapsed; and

- (l) “Vehicle” means a device in, upon or by which a person or thing may be transported or drawn upon a highway.

3. Designation of Parking Spaces

The Director is authorized to create and cause to be marked out by suitable lines or markings, separate parking meter spaces, adapted for the parking and accommodation of a vehicle, on the highways or streets in the City and the parking lots or lands that are owned by, vested in, or leased by the City or Council and to cause to be installed adjacent to each such parking meter space a parking meter of a type approved by Council.

4. Paying for Metered Parking

- (a) No person shall park any vehicle in any metered parking space between the hours of 8:00 a.m. and 6:00 p.m. on Monday through Friday of every week, excluding statutory holidays or other provincial holidays proclaimed by the Lieutenant-Governor in Council unless the driver or operator of such vehicle complies with subsection (b) of this section.
- (b) Immediately after parking a vehicle in a metered parking space, the driver or operator of the vehicle shall deposit in the parking meter adjacent to such metered parking space a coin or coins as indicated on such parking meter, or make payment by way of the mobile parking app, for the period of time or part thereof at the rate prescribed in Schedule A during which such vehicle is to be parked in such parking meter space. Upon compliance with such requirements, such person shall be entitled to use such metered parking space for parking purposes for the interval of time indicated by the Meter display, or as indicated by the mobile parking app.
- (c) The provisions of this section shall not apply on any day or part of a day resolved by Council as being a day or part of a day on which the provisions of this section are not to apply.

5. Parking Spaces for Mobility Impaired Persons

- (a) The Director is authorized to create and cause to be marked out by suitable lines or markings, separate accessible parking spaces, adapted for the parking and accommodation of a vehicle, on the highways or streets in the City and the parking lots or lands that are owned by, vested in, or leased by the City or Council and to cause to be installed adjacent to each such accessible parking space a parking meter of a type approved by Council.
- (b) No person other than a mobility impaired person holding a valid permit issued under the *Highway Traffic Act Accessible Parking Regulations* governing parking for mobility impaired persons as amended shall park in an accessible parking space.
- (c) All provisions of these Regulations, including but not limited to the payment of parking meter rates as outlined in Section 4 hereof, shall apply to persons parking in an accessible parking space.

6. Metered Parking Spaces

- (a) No person shall allow a vehicle to remain parked in any metered parking space for a period longer than that for which payment has been made in the parking meter adjacent to such metered parking space or designated zone using the mobile parking app.
- (b) Unless the parking has been paid for by using the mobile parking app, no person shall permit a vehicle to remain in a parking meter space while the display of the adjacent parking meter shows no time remaining, either flashing the number zero or some other indication that no parking time remains, or if it displays the words "violation" or "expired".
- (c) It shall be unlawful for the owner or operator to park or cause to permit to be parked in any metered parking space any motor vehicle forming part of the stock-in-trade of any person who is a dealer in motor vehicles.
- (d) No person shall park a vehicle in a metered parking space unless the front or rear end of such vehicle as appropriate is alongside or as close as is practicable to the parking meter provided for such parking meter space, except in the case of commercial vehicles loading or unloading.

- (e) No person shall park any vehicle in such a manner that it is not wholly within an area designated or marked under these Regulations as a parking meter space and, if a vehicle is of such length as to prevent it from being parked within one metered parking space, then the person parking such vehicle shall make the necessary deposit of coins as required by these Regulations in the parking meter for each of the adjoining metered parking spaces occupied in whole or in part by such vehicle as if such person had parked two vehicles in such adjoining parking meter spaces.

7. Hooded Parking Meters

No person shall park a vehicle or permit a vehicle to remain parked in a metered parking space if the parking meter has been covered with a parking meter hood.

8. Exemptions

Any parking meter space may be used without any charge or payment:

- (a) By vehicles licensed as taxicabs under the City of Corner Brook Taxi Regulation when taking on or discharging passengers provided that no such vehicle shall remain in a metered parking space for a period in excess of three minutes without complying with the provisions of Section 4 of this Regulation;
- (b) By vehicles of any department of the City while such vehicles or the operators thereof are engaged in the services of the City;
- (c) Emergency vehicles including ambulances, doctors and clergy in the discharge of their duties; and
- (d) By a vehicle displaying a permit granted by the Director allowing a person to park without payment pursuant to section 9 of these Regulations.

9. Parking for City Business

The Director may grant a permit to park without payment to any person regularly engaged in performing duties on behalf of the City or for the betterment of the City, upon such terms and conditions as the Director

deems appropriate provided such terms shall include that the permit may not be used by a person other than the one to whom it is granted.

10. Currency

Coins used for deposit in parking meters shall be coins of Canada or the United States of America in denominations as indicated on the parking meter, and no person shall deposit or cause to be deposited in any parking meter any slug, device or other substitute for any such coin. The currency of the mobile parking app shall be Canadian dollars.

11. Liability of Owner

The owner of a vehicle shall incur the penalties provided for any violation of these Regulations with respect to any vehicle owned by such person unless at the time of such violation the vehicle was in the possession of some person other than the owner, without the consent of the owner. The burden of proving that the vehicle was in the possession of some person other than the owner without the owner's consent shall be on the owner.

12. Vehicle Subject to Removal

In addition to any other penalties provided by these Regulations, upon discovery of any vehicle parked, stopped or standing on any highway in contravention of any provision of these Regulations, a municipal enforcement officer or an officer appointed for the carrying out of the provisions of the *Highway Traffic Act* may cause such vehicle to be moved or taken to and placed or stored in a suitable place and all costs and charges for the removing, care and storage thereof, shall constitute a lien upon such vehicle.

13. Defacing or Tampering

No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter or any part thereof installed under the provisions of these Regulations.

14. Conflicting Legislation

Nothing in these Regulations shall excuse any person from compliance with any provision of the *City of Corner Brook Traffic Regulation*, the *Highway Traffic Act*, Accessible Parking Regulations, or of any other Regulations which is not inconsistent herewith.

15. Penalties

Where any person contravenes any of the provisions of these Regulations such person is guilty of an offence and liable on summary conviction to a fine or to a period of imprisonment or both in accordance with s. 438 of the City of Corner Brook Act;

Or to a fine in the amount of the Fees and penalties prescribed in "Schedule A" of these regulations.

16. Repeal

These Regulations shall come into force as of the date enacted by Council and The City of Corner Brook Parking Meter Regulations 2008 and all amendments thereto are hereby repealed upon the coming into force of these Regulations.

IN WITNESS WHEREOF these regulations are sealed with the Common Seal of the City of Corner Brook and subscribed by and on behalf of the Council by the Mayor and City Clerk at Corner Brook, in the Province of Newfoundland and Labrador, this ____ day of _____, 2019.

Mayor

City Clerk

Published in The Western Star –

First Reading –

Second Reading –

SCHEDULE A | Fees and Penalties

| SECTION | FEE DESCRIPTION | FEE AMOUNT |
|---------|---|-----------------|
| 4. (b) | Rate for parking in a metered parking space | \$1.00 per hour |

| SECTION | PENALTY DESCRIPTION | PENALTY AMOUNT |
|--|--|----------------|
| 6. (a) & (b) | Parking in a metered parking space while time on meter is expired. | \$25.00 |
| | If above penalty is not paid at City Hall 24 hours before the default conviction date. | \$35.00 |
| 6. (c) | Dealer Stock-in-Trade parking | \$100.00 |
| 6. (d) | Not parked in close proximity to meter | \$25.00 |
| 6. (e) | Not parked within designated parking space | \$25.00 |
| 7. | Parking in space with a hooded parking meter | \$100.00 |
| All other penalties shall reference the province of Newfoundland and Labrador Highway Traffic Act, the Accessible Parking Regulations, and the City of Corner Brook Traffic Regulations. | | |



**City of Corner Brook
Request for Decision (RFD)**

Subject Matter: Taxi Rates Increase

Report Information

| | |
|--|---|
| Department: Protective Services | Attachments: Taxi Regulations, 2018 (with revised Schedule D) |
| Prepared By: Todd Flynn, Director | Council Meeting Date: August 26, 2019 |

Issue: *Request from local taxi companies to increase taxi rates.*

Background: *The City has been approached by the Taxi companies: City Taxi; Star Taxi; Corner Taxi; and Birchy Taxi to raise the taxi rates. Over the past several years taxi owners have seen significant increases in insurance rates, fuel costs, employee rates, new regulatory requirements with associated costs, etc. Taxi rates have not kept pace with the increases that have been levied on the industry. To help manage such increases the Taxi companies are requesting a 20-24% increase across their fee schedules. While this may seem significant, this is first increase since 2008, thus representing an increase of approximately 2% per year.*

Proposed Resolution:

Be it RESOLVED that the Council of the City of Corner Brook hereby amends the Taxi Regulations, 2018, by increasing the fares to be paid by users of taxis as per revised Schedule D of the Corner Brook Taxi Regulations, 2018, and to be effective September 1st, 2019.

Recommendation: After consulting with taxi companies and only one submission being received from public against the increase, staff recommends proceeding with the increase as per request of the taxi companies (option #3).

Options: Options: *Three options to respond to this request and corresponding implications are as follows:*

- 1. No increase of rates: Taxi companies continue to struggle financially which will be reflected in their ability to provide first-rate service to residents of Corner Brook. Travelling public may enjoy lesser cost to travel however equipment and service may be compromised.*
- 2. Modest increase of rates: Any increase in rates will be of assistance to the Taxi companies in our City however, rates approved less than request may still leave our taxi companies in a struggling state. A modest increase may be more palatable to the traveling public.*
- 3. Increase as per request: An increase as per request will provide the much needed financial boost that the Corner Brook taxi industry requires to assist them in*



**City of Corner Brook
Request for Decision (RFD)**

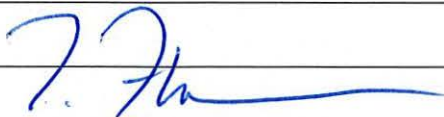

meeting their financial demands. With such increase the taxi companies will be more able to maintain their equipment and service to our community. Notably, any increase may be met with disapproval of the traveling public.

Legal Review: *No changes in language of the regulation.*

Governance Implications: N/A

Budget/Financial Implications: Taxi Inspection staff will need to inspect all taxi meters in City however slight increase staff workhours/ minimal impact on budget.

Environmental Implications: N/A

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|-----------------------------------|---|
| Prepared by: Todd Flynn |   |
| Director: Todd Flynn | |
| City Manager: Rodney Cumby | |
| Date: | |

Additional Comments by City Manager:

**CITY OF CORNER BROOK
TAXI REGULATIONS**

PURSUANT to the powers vested in it under Sections 44, 229 and 438 of the *City of Corner Brook Act*, R.S.N.L. 1990, c. C-15, as amended, and all other powers it enabling, the Corner Brook City Council, in a session convened on the _____ day of _____, 2018, hereby passes and enacts the following regulations.

PART I - GENERAL

- | | |
|-------------|--|
| SHORT TITLE | 1. These Regulations may be cited as the <i>City of Corner Brook Taxi Regulations</i> . |
| DEFINITIONS | <p>2. In these Regulations:</p> <p>(a) “Annual Taxicab Operating License” means a license to own and operate a motor vehicle as a Taxicab and being in the form of Schedule “A” to these Regulations;</p> <p>(b) “Annual Taxicab Driving License” means a license to drive an approved Taxicab and being in the form of Schedule “B” to these Regulations;</p> <p>(c) “Annual Taxi stand Operator’s License” means a license to operate a fixed place of business as a Taxi stand being in the form of Schedule “C” to these Regulations;</p> <p>(d) “Appeals Committee” means the Committee established by Council with authority to hear appeals of decisions made or actions taken pursuant to the provisions of these Regulations;</p> <p>(e) “City” means the City of Corner Brook;</p> <p>(e) “Council” means the Council of the City of Corner Brook;</p> <p>(f) “Cruising” means the driving of a Taxicab on the streets or public places of the City in search of, or soliciting prospective passengers for hire;</p> <p>(g) “Driver” means a person who drives or has the care or control of a Taxicab;</p> <p>(h) “Hire” or “Compensation” means any money, thing, value,</p> |

payment, consideration, reward, tip, donation or gratuity paid to, accepted or received by the owner or driver of any vehicle in exchange for transportation of a person or persons whether paid upon solicitation, demand, contract or voluntarily.

- (i) “Inspector” means the person appointed by the Council to supervise all vehicles and persons licensed under these Regulations and to enforce compliance with the provisions of these Regulations.
- (j) “Owner” means;
 - (i) the person who holds the legal title to a vehicle;
 - (ii) in the case of a vehicle that is registered in accordance with the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended, the person in whose name it is registered;
 - (iii) in the case of a vehicle which is the subject of a mortgage, the mortgagor if the mortgagor is entitled to possession of the vehicle;
 - (iv) in the case of a vehicle which is the subject of a hire-purchase agreement, the person in possession of the vehicle under the agreement, or
 - (v) in the case of a vehicle which is the subject of a conditional sale contract, the buyer under the conditional sale contract if the buyer is entitled to possession of the vehicle;
- (k) “Taximeter” or “Meter” means a mechanical or electronic instrument attached to a Taxicab and is mechanically or electronically operated to measure and display distance traveled, or waiting time or both, and upon which such change is plainly registered by means of figures indicating dollars and cents;
- (l) “Taxi” or “Taxicab” means any motor vehicle with greater than two (2) side doors, other than a bus or a school bus, operated for the conveyance of passengers for hire or compensation and designed to carry not more than seven (7) seated passengers, including the driver;

- (m) "Suburban Taxi" means any vehicle used or employed in the transportation of passengers to or from a point in the City, from or to a point situated outside the limits of the City that is not licensed under these regulations; and
- (n) "Waiting Time" means the time which has passed while the Taxicab is not in motion at the direction of the passenger and also the time which has passed while waiting for the passenger after having responded to a call.

PART II - TAXI REGULATIONS

LICENSES

3. (a) No person shall operate or permit a vehicle owned or controlled by such person to be operated as a Taxi within the City without first having obtained an Annual Taxicab Operating License from the Council, which license shall be in the form attached as Schedule "A" to these Regulations.
- (b) No person shall operate or permit a vehicle owned or controlled by such person to be operated as Taxi except by a person who holds a Class 04 Driver's License as issued in accordance with the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended.
- (c) No person shall drive or act as a driver of any Taxicab without first having obtained an Annual Taxicab Driving License from Council, which license shall be in the form of Schedule "B" to these Regulations.
- (d) The Annual Taxicab Driving License shall, at all times, have affixed to it a photograph, approved by the Inspector, and the cost of such photograph shall be borne by the license holder.
- (e) Council may require the operator of a Taxi stand to obtain an Annual Taxi stand Operator's License which said License may be in the form of Schedule "C" to these Regulations, or in such form as Council may determine.

APPLICATION FOR LICENSE

4. (a) An application for an Annual Taxicab Driving License, an Annual Taxicab Operating License and an Annual Taxi stand Operator's License or renewals thereof shall be filed with the Inspector on forms provided by the Council and such application shall provide such information, documentation and fees as required by the Council and these Regulations to determine the eligibility for such license including but not limited to the following:

- (i) Criminal record/vulnerable sector check with Certificate of Conduct from the Royal Newfoundland Constabulary and or Royal Canadian Mounted Police and any other jurisdictions in which the applicant has resided in the ten (10) years prior to application and dated within thirty (30) days of the application;
 - (ii) a statutory declaration attesting to the matters required by the City or Council;
 - (iii) if the applicant is a corporation, confirmation from the Province of Newfoundland Labrador Companies Registry that the corporation is active and in good standing;
 - (iv) for an Annual Taxicab Operating License, a valid Newfoundland Labrador Motor Vehicle Registration permit for the Taxicab;
 - (v) or an Annual Taxicab Driving License, a valid Newfoundland and Labrador provincial Class 4 Driver's License;
 - (vi) for an Annual Taxicab Driving License, a satisfactory Newfoundland Labrador Registry of Motor Vehicles drivers abstract dated within thirty (30) days of the date of application; and;
 - (vii) proof of the insurance coverage required by Regulation 4(g) herein;
- (b) Every applicant for an Annual Taxicab Driving License shall, within one (1) year of the issuance of an Annual Taxicab Driving License, participate in a Hospitality Course from a recognized instructor or institution. Written proof of course participation will be required, and failure to participate in the course within the prescribed time shall result in the Annual Taxicab Driving License not being renewed.
- (c) No license shall be issued to any persons where the license issued to such person to operate a motor vehicle pursuant to the Highway Traffic Act, R.S.N.L. 1990, c. H-3, as amended and regulations thereunder is suspended or cancelled by virtue of the operation of any laws of Newfoundland and Labrador.

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| COMPLIANCE WITH LAWS | 5. | Every person issued a license under these Regulations shall comply with all Municipal, Provincial and Federal laws applicable to the operation of motor vehicles in general and Taxicabs in particular. |
| MULTIPLE TAXICABS | 6. | Every owner of more than one Taxicab required to be licensed under these Regulations shall obtain a separate license for each Taxicab. |
| LICENSES NOT TRANSFERABLE | 7. | An Annual Taxicab Driving License and an Annual Taxicab Operating License shall not be transferable and every Driver must at all time during operation of the Taxicab keep their Annual Taxicab Driving/Operating License conspicuously displayed in the Taxicab in a manner that makes it readily visible to any passenger. |
| INSURANCE COVERAGE | 8. | <p>(a) No Annual Taxicab Operating License shall be issued under these regulations until there is lodged with the Inspector, a notarial certified copy of a policy of insurance issued by an insurance company licensed to sell such insurance in the Province of Newfoundland and Labrador, insuring the licensee in a minimum amount of \$1,000,000 (one million dollars) in respect of bodily injury to, or death of a passenger or passengers; and a minimum of \$1,000,000 (one million dollars) insurance coverage against all public liability and property damage arising out of the operation of the Taxicab in respect of which the Annual Taxicab Operating License is issued.</p> <p>(b) No person shall operate, or, being the owner, allow another person to operate a Taxicab within the City unless there is in force, in respect of the Taxicab, a policy of insurance as required under section 4(g) for each and every operator and driver of the said Taxicab.</p> |
| NUMBER OF TAXICABS | 9. | Council may from time to time, fix and alter the total number of Taxicabs which may be licensed under these Regulations and thereafter no license in excess of the number so fixed shall be issued by the Council. |
| LICENSE EXPIRY AND RENEWAL | 10. | Every license issued under these Regulations shall relate to the period May 1st in any year to April 30th in the next succeeding year; and shall be valid from the date of issuance and shall expire on 30th of April of the next calendar year. April month of each year shall be designated as the renewal |

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| | | time period for an Annual Taxicab Driving License, Annual Taxicab Operating License and Annual Taxi stand Operator License. |
| LICENSE DISPLAY | 11. | Every driver licensed under these Regulations shall post his or her Annual Taxicab Driving License in such a place as to be in full view of all passengers while such driver is operating a Taxicab. |
| AGE RESTRICTION | 12. | Every owner and driver licensed under these Regulations shall be of the full age of nineteen (19) years. |
| LICENSE FEES | 13. | The prescribed fees for licenses to be issued under these Regulations shall be as set out in Schedule "E" attached hereto. |
| TAXICAB STANDARDS AND INSPECTION | 14. | <p>(a) Any Taxi operating under these Regulations shall periodically be inspected by the Inspector at such intervals as shall be established by Council to ensure the continued maintenance of safe conditions.</p> <p>(b) The owner and driver of every Taxicab licensed under these Regulations shall keep the interior and exterior of such Taxicab clean, sanitary, dry and in good repair and without limiting the generality of the foregoing shall ensure that there is no accumulation of food, food wrappers, beverage containers, cigarette butts, ashes, packages or wrappers in the passenger compartment of the Taxi and whenever the owner or driver of any such cab receives a notice in writing, signed by the Inspector, that such Taxicab is not in fit condition for use, stating briefly the items complained of, the owner shall, within the time stated in such notice, put the Taxicab in fit and proper condition by remedying the items complained of.</p> <p>(c) The owner of every Taxicab in respect of which a license has been issued under these Regulations shall, when required, submit such Taxicab for examination by the Inspector, or any person authorized by the Inspector. No owner or driver shall, at any time, when a Taxicab is not employed, prevent or hinder the said Inspector, or any person authorized by the Inspector from entering a garage or other building for the purpose of inspecting the Taxicab.</p> |
| MOTOR VEHICLE CERTIFICATE | (d) | The owner of any Taxicab two model years or older must submit a valid Motor Vehicle Inspection Certification for the |

Taxicab to the Inspector at annual inspection, or whenever requested by the Inspector.

- (e) Where any licensed owner disposes of a Taxicab and acquires another Taxicab in its place, the owner shall submit the latter Taxicab to the Inspector for approval before using same.

IDENTIFICATION

- (f) The owner of every Taxicab licensed under these Regulations, shall, before commencing to transport passengers for hire in such vehicle, cause to be affixed upon the roof of such vehicle an illuminated sign. The illuminated sign shall be lit at the same time as the headlights of the vehicle are turned on.
- (g) The owner shall also ensure that the Taxi is in good repair, the body of the Taxi is undamaged and of consistent colour, the side windows are in good working order, and that the interior dome light operated by interior switch as well as when the doors open.
- (h) No owner or driver licensed under these Regulations shall exhibit on or about any Taxicab, any number, sign or card, other than those approved or obtained from the Council or Inspector, except the Taxicab's motor vehicle plates. No advertising of any kind is permitted.
- (i) All Taxicabs shall have affixed to the vehicle, official TX plates supplied by Motor Vehicle Registration and attached to the vehicle in the manner as prescribed under the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended.

DRIVERS

- 15. (a) No Taxi stand owner or Taxicab owner shall permit any person to operate any vehicle for Taxicab purposes, unless the person and vehicle are licensed under these Regulations.
- (b) When any person employs a driver, the person shall immediately thereafter notify the Inspector that they have employed such driver, and where the driver quits their employ, such person shall immediately thereafter notify the Inspector to such effect.

CRUISING

- 16. No person shall cruise on, over or along any street in the City with a Taxicab for the purpose of obtaining fares, provided, however, that upon the completion of or on the return trip from any call, a Taxicab may stop for the purpose of taking on

a passenger.

DOUBLE BILLING 17. A driver of a licensed vehicle shall convey only the person or persons engaging his or her vehicle and shall not pick up other passengers while so engaged unless requested to do so by the person or persons who engaged the services. The carrying of passengers for separate fares is prohibited.

CANCELLATION 18. (a) Any Annual Taxicab Driving License is automatically cancelled upon the driver's license issued pursuant to *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended or regulations made thereunder to the driver being suspended or cancelled.

(b) Any Annual Taxicab Driving License is automatically cancelled upon the driver thereof being prohibited from driving a motor vehicle under and by virtue of the Criminal Code of Canada and amendments thereto.

CODE OF ETHICS 19. Every driver and passenger shall comply with the Code of Ethics prescribed in Schedule "F" of these Regulations.

SMOKING 20. (a) No person shall smoke while in a Taxicab.

(b) Taxicab owners may post in their Taxicabs "No Smoking" signs and no person may smoke in a Taxicab.

EATING AND DRINKING 21. Taxicab owners may post in their Taxicabs "No Eating" and or "No Drinking" signs and no person shall eat or drink in a taxicab where such sign/s are affixed.

MATERIAL CHANGES 22. (a) Every person licensed under these Regulations shall, upon changing address, notify the Inspector thereof within seven (7) days of the new address.

(b) Every owner licensed under these Regulations shall in writing, inform and keep informed the Inspector of the names of all persons employed by him in such Taxi business.

(c) Every licensee under these Regulations shall inform the Inspector immediately upon any change that would be material to the issuance of the license held under these regulations.

LOST PROPERTY 23. Every person licensed under these Regulations shall take due

care of all property delivered or entrusted to such person for conveyance or safekeeping. Every driver of a Taxicab, immediately upon termination of any hiring, shall carefully search his or her Taxicab for any property lost or left therein.

All property or money left in his or her Taxicab shall be forthwith delivered over to the person owning the same at the owner's expense. If the owner cannot be found, then the nearest police station shall be notified with all information regarding the same being given.

- DIRECT ROUTE 24. Every person shall drive the Taxicab the most direct traveled route to the point of destination, unless otherwise instructed by the passenger.
- TAXIMETERS 25. (a) No person shall operate, or permit to be operated any Taxicab in the City unless and until such Taxicab is equipped with a Taximeter of a type and design approved by the Council or the Inspector and adjusted in accordance with the tariff prescribed in Schedule "D" of these Regulations. The owner and driver shall keep such meter operating at all times with such standard of accuracy as may be prescribed from time to time by the Council.
- (b) All Taximeters shall be attached to the Taxicab in a location and manner approved by the Inspector and shall be placed so that the visual display showing the amount to be charged shall be well lit and readily discernable at all times by passengers riding in such Taxicabs.
- (c) Every Taximeter shall be inspected and tested for accuracy by the owner at least once every six months.
- (d) Every Taximeter used in the operation of Taxicabs shall be subject to inspection at any time by the Inspector, Council, or any person authorized by Council to perform such inspections. The person performing the inspection shall, upon being satisfied that the Taximeter is in good working order, place an official seal in such form as designated by the Inspector or Council, upon the Taximeter. The date on which such inspection was made shall be stamped on the seal in the place provided for that purpose. No label shall be removed except at the time a subsequent inspection is made.

- (e) Upon discovery of any inaccuracy in such Taximeter, the operator thereof shall remove or cause to be removed from service, any vehicle equipped with such Taximeter until such Taximeter has been repaired and accurately adjusted.
- (f) No person shall operate or permit any person to operate any Taxicab unless the Taximeter attached thereto is sealed with the official seal designated by the Council or its Inspector, which seal shall be unbroken.
- (g) No person shall break a seal on a Taximeter or tamper with it, or so manipulate such Taximeter as to cause it to inaccurately measure the distance traveled by the Taxicab to which it is attached.
- (h) The Taximeter shall be operated from any part of the propelling wheels or propelling machinery on the Taxicab on which it is placed.
- (i) It shall be unlawful for any driver of a Taxicab while carrying passengers to display the flag attached to the Taximeter in such a position as to denote that such vehicle is not employed or to throw the Taximeter into a recording position when such vehicle is not actually employed, or to fail to throw the flag of such Taximeter in a non-recording position at the termination of each and every service.

TARIFF OF
FARES

- 26. (a) At all times while the Taxicab is engaged in such service, the flag of the Taximeter shall be in a position to register charges for distance traveled, or into a position to register a combined charge for distance and waiting time in any single position, and no Taximeter shall be so operated as to cause any charge to be registered thereon except during the time while the Taxicab is engaged by a passenger or passengers.
- (b) Every driver under these Regulations shall have a rate card, setting forth the authorized rates of fares displayed in such a place as to be in full view of all passengers.
- (c) The rates or fares to be charged by the owners or drivers of Taxicabs for the transportation of any passenger or passengers on any trip within the City, shall be in accordance with the tariff of fares shown in Schedule "D", and no rates or fares higher or lower than that contained in the said Schedule

shall be charged or payable.

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| EXACT FARES | <p>(d) No owner or driver licensed under these Regulations shall publish, use a tariff, demand or receive any rate or charge which is not in accordance with these Regulations.</p> <p>(e) No owner or driver licensed under these Regulations shall be entitled to recover or receive any fare or charge from any person greater or less than those authorized by these Regulations.</p> <p>(f) The tariff or rates herein authorized shall be computed from time or place when or at which the passenger first enters the cab to the time or place where or at which the passenger finally discharges the Taxicab. No charge shall be made for the time which has passed by the premature response to a call for the first three minutes following timely arrival at any locality in response to any call, or for the time lost through traffic interruptions or for delays caused by the inefficiency of the Taxicab or driver.</p> |
| REFUSAL TO PAY FARE | <p>27. No person who engages any Taxicab shall fail or refuse upon demand, to pay the fare or charge authorized by these Regulations or in case no fare or charge is provided by these Regulations, the reasonable fare or charge demanded for any Taxi service provided to such person.</p> |
| NUMBER OF PASSENGERS | <p>28. A Taxicab may carry as many passengers up to the seating capacity of the Taxicab for the one fare, with the tariff of maximum rates fixed in Schedule "D" of these Regulations, where the passenger paying the fare gives consent and approval, but no driver or owner shall carry or permit to be carried in any Taxicab at any one time, more passengers than the designated seating capacity of the Taxicab will accommodate and in no case, more than six passengers including driver.</p> |
| DEMAND PAYMENT | <p>29. Every driver of a Taxicab shall have the right to demand payment of the regular fare in advance, and may refuse employment unless so paid, but no driver of a Taxicab shall refuse or neglect to convey any orderly person or persons upon request anywhere in the City unless previously engaged.</p> |

- FIXED LOCATION 30. (a) Every person operating any Taxicab shall maintain a fixed place of business or location approved by the Council and shall not stand, or ply for hire, or carry on his or its business from any other place. Any approved Taxi stand must be maintained in a clean and sanitary condition meeting the requirements of Municipal and Provincial laws.
- (b) In the case of Taxicabs not standing for hire on private premises, the Council may appoint a public stand for each Taxicab, and may from time to time, change the same and such Taxicab shall ply for hire at the place so appointed for it and no other, and no vehicle shall stand or be parked at any such public stand except the Taxicab for which it is appointed.
- (c) Nothing in this section shall prevent a Taxicab from attending at any transportation terminal premises to await the arrival of passengers and ply for hire at such place.
- (d) Every Taxi stand on private land shall have such amount of square feet of vacant land available on such stand as Council in its discretion shall prescribe; and no Taxicab shall be licensed in respect of or allocated to any stand unless such amount of square footage as prescribed by Council is available on such stand for use at all times by such Taxicab.
- (e) No person shall park any vehicle other than a Taxicab on a Taxi stand approved by Council.
31. No person shall use or operate a Suburban Taxi for the transportation of passengers on any trips which commence and terminate within the City.
- INOPERATIVE 90 32. Notwithstanding anything in these Regulations contained all
DAYS licenses issued under these Regulations which remain inoperative for 90 days shall be revoked, provided that Council may decide not to revoke such license under this section if it is of the opinion that such license should not be revoked.
- AUTHORITY OF 33. The Inspector shall have supervision over all persons licensed
INSPECTOR under these Regulations and over all Taxicabs, together with the equipment used by them, and shall have all powers and duties assigned to them in these Regulations including:

- (a) to report to the Council the performance of his duties under these Regulations whenever he shall be required to do so by Council;
- (b) to make all necessary inquiries concerning application for licenses as may be requisite to secure a due observance of the law, and of these Regulations;
- (c) to submit to the Council applications for licenses, or recommendations for the revoking or cancelling of any license, together with his report thereon;
- (d) to keep a register of all licenses granted by the Council, which shall contain the name or names of the applicants, the residence of the applicants, the date of the license and such further particulars, and to keep such other books as the Council may order;
- (e) to cause to be made out licenses and to sign all licenses issued under these Regulations, the fees payable therefore having first paid to the City Treasurer;
- (f) to furnish each person taking out a license with one copy of these Regulations and to each owner, a tariff card setting forth the rates and fares specified in schedule "D" hereto, and to each driver a badge, both said card and badge to have the number of the license shown thereon;
- (g) to ascertain by inspection and enquiry from time to time as often as may be required by the Council, whether the persons receiving licenses continue to comply with the provisions of the law and of these Regulations;
- (h) to prosecute all persons who shall offend against any of the provisions of the law or of these Regulations.

SUSPENSION PART III - ENFORCEMENT

34. The Inspector may suspend or revoke an Annual Taxicab Operating License, an Annual Taxicab Driving License, or both, of any license holder, or refuse an applicant who:

- (a) contravenes these Regulations;
 - (b) is either charged or convicted pursuant to any municipal by-law, or provincial or federal legislation;
 - (c) has committed any act or acts that, in the opinion of the Inspector, it is in the public interest that the person not hold either an owner's license or driver's license; or
 - (d) refuses to respond or cooperate with an investigation conducted by the Inspector.
35. The Inspector may refuse to grant an Annual Taxicab Driving License if:
- a) The applicant or license holder has been convicted of an offense against vulnerable persons, a sexual offence, an illegal sale or possession of drugs, a violent offence or a breach of trust;
 - b) The applicant or license holder has failed to immediately notify the Inspector that they have become subject to a court order in a criminal matter, or an undertaking, charge or conviction;
 - c) The applicant or license holder has a driving record, criminal or provincial offence record or outstanding criminal or driving charges or tickets that in the opinion of the Inspector makes him or her unfit to operate a Taxi or Taxicab; or
 - d) The applicant or license holder has a criminal record in another country or jurisdiction that is similar in nature to the provisions described in subsection (i).
36. Should a taxicab not meet the requirements of these Regulations, the Inspector or any person appointed by Council may notify the owner of such vehicle to cease operating the same as a vehicle licensed under the authority of these Regulations, until such time as the requirements of these Regulations are met; and such owner shall thereupon cease to operate same until permitted to do so by the Inspector or by such person appointed by the

Council.

37. If an applicant or the holder of any license issued under these Regulations makes a false statement in a statutory declaration made pursuant to these Regulations, the Inspector may:
 - (a) Refuse to issue the license that is the subject of the application;
 - (b) Revoke any owner's licenses and or any driver's licenses held by the applicant; and
 - (c) Direct that the applicant is ineligible to apply for or to be granted a license under these Regulations for a period of up to five (5) years.
38. The Inspector may suspend or revoke any or all licenses granted under the provisions of these Regulations when it shall have determined on the balance of probabilities that any of the provisions thereof have been violated, or that any holder of such license has failed to comply with the terms of such license or the rules and regulations of the Council pertaining to the operations, and to the extent character and quality of the service of any Taxicab.
39. The Inspector must immediately notify a license holder whose license has been suspended or revoked. The notice may be personally served on the license holder or sent by registered mail addressed to the license holder's last known address on file with the City, and if sent by registered mail is deemed to have been served on the earlier date of actual receipt by the license holder or five (5) business days from the date of mailing.
40. After the revocation, suspension or cancellation of such license, no person shall ply for hire with, or use, operate, cause to be used, or operated within the City of Corner Brook, a Taxicab in respect of which a license has been revoked, suspended or cancelled. No person shall drive a Taxicab within the City after the revocation, suspension, or cancellation of his or her license to drive a Taxicab.
41. (a) A person whose application for the issuance or renewal or a

APPEAL

license under these Regulations is refused by the Inspector, or a person whose license is suspended, revoked or cancelled by the Inspector, may appeal the refusal, suspension, revocation or cancellation to the Appeals Committee within fifteen (15) days from the date of the refusal, suspension, revocation or cancellation by submitting their appeal in writing to the City Clerk;

- (b) The Appeals Committee must hear the Appellant and may:
 - i) Confirm or vary the decision of the Inspector;
 - ii) Order that a license be revoked and surrendered; or
 - iii) Order that a license be granted or reinstated, with or without conditions.
- (c) The Appeals Committee may order that a license be granted or reinstated subject to the appellant passing any tests provided for in these Regulations, or proving that he or she meets the qualifications and requirements of these Regulations, or subject to any conditions that the Appeals Committee determines appropriate under the circumstances.
- (d) The Appeals Committee must not make any decision that the Inspector, City or Council could not have made under these Regulations.
- (e) The Appeals Committee shall not make any decision that would overrule a discretionary decision made by council.
- (f) Where any person contravenes any of the provisions of these Regulations such person is guilty of an offence and liable on summary conviction to a fine or to a period of imprisonment or both in accordance with s. 438 of the *City of Corner Brook Act*.

CONFLICTING
LEGISLATION

- 42. Where a provision of these Regulations conflicts with a provision of another law or regulations in force in the City, the provisions that establish the higher standard to protect the health, safety and welfare of the general public shall prevail.
- 43. Each section of these Regulations and each separate part of each section hereby expressly declared to be separate and if any

section, sentence, portion or part of these Regulations shall be declared invalid, such invalidity shall affect only such section, sentence, portion or part so declared invalid.

44. (a) These regulations shall come into force as of the date enacted by Council and The City of Corner Brook Taxi Regulations, 2008 and all amendments thereto, are hereby repealed upon the coming into force of these Regulations.
- (b) Notwithstanding paragraph 44(a), all licenses and permits issued under the City of Corner Brook Taxi Regulations, 2002 shall remain in full force and effect until May 30th, 2018 at which time all permits and licenses issued thereunder shall be null and void.

IN WITNESS WHEREOF these Regulations are sealed with the Common Seal of the City of Corner Brook and signed by and on behalf of the Council by the Mayor and City Clerk, at Corner Brook, in the Province of Newfoundland and Labrador, this _____th day of March, A.D., 2018.

Mayor


City Clerk

Published in The Western Star –

First Reading –

Second Reading –

SCHEDULE "A"

| | |
|---|---------------|
|  City of Corner Brook Taxicab Operating License | |
| Permit 810 | Stand |
| Name , | |
| Address | |
| Plate # | Year/ Make |
| Expiry: April 30, 2018 | |


(Back of card)

The named within permit holder undertakes to comply with all laws, regulations whether they be Federal, Provincial or Municipal.

This permit is not transferable and must be posted in the vehicle.



SCHEDULE "B"

| | | |
|---|---|---|
| Permit #: 402 | City of Corner Brook Taxicab Driving License |  |
| <div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto; text-align: center; line-height: 100px;">PHOTO HERE</div> | Expiry Date: <hr/> | |
| | April 30, 2018 | |
| | | <hr/> Driver Signature |

(Back of card)

The named within permit holder undertakes to comply with all laws, regulations whether they be Federal, Provincial or Municipal.

This permit is not transferable and must be posted in the vehicle.



SCHEDULE "C"

TAXISTAND OPERATOR'S LICENSE NO.

License is hereby granted to _____ of
_____ to operate a Taxi stand from
_____, Corner Brook.

The licensee undertakes to comply with all the laws and Regulations including the Highway Traffic Act, Taxi Regulations, and the requirements of the Department of Health.

LICENSEE

TAXI INSPECTOR

This License issued this _____ Day of _____, 19____ expires
the _____ Day of _____, 19____.

This stand is limited to a maximum of _____ Taxicabs. This license is
to be posted in a conspicuous location inside the Taxistand.

NON-TRANSFERABLE

SCHEDULE "D"

TARIFF OF FARES

| | |
|---|----------------|
| Meter Drop Rate | \$4.13 |
| For each 1/13 .125 km or part thereof | \$.26 |
| For each additional kilometer | \$2.11 |
| Waiting Time Rate per Hour | \$34.51 |
| Handling of Packages | \$ 1.00 |

(Note: Above rates are subject to HST which would be added to the above noted rate.)

During the Christmas period between 6 p.m. on December 24th, to 8 a.m. on December 27th, and from the period of 6 p.m. on December 31st, to 8 a.m. on January 2nd, an additional fare of \$2.00 may be charged.

The charges for deliveries within the City limits are to be determined by the Corner Brook Taxi Association.

SCHEDULE "E"

Taxi Licensing fees are as follows:

- 1) Taxicab Driving License Fee \$25.00 / year;**
- 2) Taxicab Operating License Fee \$50.00 / year;**

SCHEDULE "F"

Taxi Driver Code of Ethics

The City of Corner Brook Taxi drivers must abide by the following requirements:

1. Demonstrate Courtesy and be Helpful

The taxi industry often represents the public face of our community. Drivers must be courteous and helpful in the performance of their duties. Drivers shall not use foul language or engage in offensive conversation.

2. Have Knowledge and Observe All Traffic Laws

All taxi drivers are to know and shall obey all traffic laws with intent to provide the utmost of public care and provide a safe transportation service. Erratic and or reckless driving shall not be tolerated.

3. Have Knowledge of the City and Amenities

Drivers are expected to know and use the major routes and destinations within their geographic service area. These include the Deer Lake or Stephenville airports, the trans-island bus service stations, local bussing service, hotels and sporting and cultural facilities.

4. Take the Most Direct and Practicable Route

Taxi drivers must take the most direct, practicable route from when they pick up a customer to the requested destination, unless otherwise directed by the customer. The driver can and should briefly consult a street directory or GPS when in doubt.

5. Exhibit Personal Neatness, Cleanliness and Tidiness

Taxi Drivers must be clean, neat and tidy in appearance, and not wear strong colognes or perfumes or emit body odour. Clothing worn shall be professional in appearance including collared shirts, long trousers or skirt, and closed toed footwear.

6. Taxi Car Neatness, Cleanliness and Condition

Taxi vehicles must be in a safe operating condition and free from mechanical deficiencies. The interior of the car shall be clean and free from rubbish and or clutter. Interior fabrics, glass, handles and trims shall of good condition and be clean and free of dirt and staining. Exterior of the vehicle shall be in good physical condition and appearance. The vehicle must free of damages, be clean, be of consistent colour, and have wheel covers (with exception of winter tires being used between October 1st to May 31st) or dressed rims.

7. Handle Passenger Luggage

Taxi drivers must provide reasonable assistance to a customer loading their luggage and/or personal belongings. This includes assistance with getting luggage into and out of the cab and taking reasonable care while in the taxi. Taxi drivers are not expected to move luggage when it may cause injury to them or others. Neither are they expected to carry more luggage than the reasonable

capacity of the storage facilities of the vehicle. Any found or left behind items shall be reported to their dispatching taxi stand and made available for customer retrieval.


8. Provide Assistance to Special Needs Passengers

Drivers are to demonstrate understanding and patience and must provide assistance to special needs or mobility challenged persons, including children and elderly, embarking and or disembarking their taxi. Service animals must be accepted for carriage provided they can be safely transported in the taxi vehicle. Patience and assistance must also be demonstrated to tourists exploring our City.

9. Exercising the Right to Refuse or Terminate

Drivers are not required to accept or continue to transport a passenger/s if the passenger

- a) is demonstrating violent behaviors
- b) is noisy, is misbehaving, or is being offensive
- c) is unable to demonstrate an ability to pay; the driver can request ensure their ability to pay by requesting a deposit up to the amount of the estimated fare before starting the transport.

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|  | <p align="center">City of Corner Brook Request for Decision (RFD)</p> |
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| Subject Matter: Request for interest relief – Catholic School Foundation of Corner Brook | |
| Report Information | |
| Department: Finance & Admin | Attachments: letter from Catholic School Foundation |
| Prepared By: Dale Park | Council Meeting Date: August 5, 2019 |

Recommendation:

Staff recommend Council deny the request for interest relief for 112 Humber Road.

It is RESOLVED to deny the request of the Catholic School Foundation of Corner Brook for interest relief at 112 Humber Road.

Issue:

The Catholic School Foundation of Corner Brook has requested interest relief for the tax invoice for 2019 for 112 Humber Road.

Background:

Prior to 2014, the Catholic School Foundation of Corner Brook was paying taxation of \$5 per student. In 2013, as a part of the 2014 Budget, Council amended the taxation for their property to 6.5 mils to make it consistent with all other schools within Corner Brook. This is a property tax based on the water and sewer rate charged to all Provincial buildings. They have never been charged a business tax. While it was intended for this change to be implemented on January 1, 2014, Council subsequently agreed to delay the implementation to September 1, 2014.

By February 2017, the Catholic School Foundation of Corner Brook had not paid the 2014, 2015, 2016 or the 2017 taxes. The Catholic School Foundation had requested interest relief at that time on the 2014-2016 taxes and to allow for a \$567 per month payment plan to pay off the principal over 36 months. Council approved this request, and payment of \$567 per month have been made according to the schedule. A total of \$3,809.73 in interest was written off in 2017 and an additional \$2,500+ will be written off once the remaining balance from 2014-2016 is paid in full. The final payment on this balance is expected in February 2020. The 2017 taxes were paid in 2017.

The taxes remaining outstanding as follows:

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|  | <p align="center">City of Corner Brook Request for Decision (RFD)</p> |
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| | Principal | Interest | Total |
|-------------|-----------|----------|-----------|
| 2014-2016 | 3,969.00 | 1,906.63 | 5,875.63 |
| 2018 | 8,923.15 | 1,372.51 | 10,295.66 |
| 2019 | 8,944.60 | 436.52 | 9,381.12 |
| | | | |
| Grand Total | 21,836.75 | 3,715.66 | 25,552.41 |

The City will typically only provide interest relief to any property or organization one time, and that would normally only occur if the remainder of the balance is paid in full. While the letter is only requesting interest relief on the 2019 invoice, the 2018 invoice remains outstanding and is not mentioned in the letter.

Options:

1. Approve interest relief for the school for 2019
2. Approve interest relief for the school for 2018 & 2019
3. Deny the request for interest relief
4. Any other combination that Council may approve



Legal Review: n/a

Governance Implications: n/a

Budget/Financial Implications:

Interest relief would reduce the interest revenue for the City.

Environmental Implications: n/a

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| Prepared by: |
| Director: Dale Park  |
| City Manager: Rodney Cumby  |
| Date: July 31, 2019 |



July 30th, 2019

Mayor Jim Parsons
City Of Corner Brook
5 Park Street
P.O. Box 1080
Corner Brook, NL
A2H 6E1

Dear Mayor Parsons:

Please accept this letter as a request from Immaculate Heart of Mary School to have the interest waived from our Customer ID CATH0002, Invoice Number 465897.

If the interest is able to be waived, we would immediately begin monthly payments of \$2000.00 until the balance is paid in full.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

Elaine King
Elaine King
Principal

| | |
|---------------------------------|------------------------|
| CITY OF CORNER BROOK | |
| DATE | <u>July 31/19</u> |
| REGISTER TO: | <u>Mayor + Council</u> |
| ACKNOWLEDGED BY | <u>D. Park</u> |
| STAFF RESPONSIBLE | <u>D. Park</u> |
| C.C. | <u>C. Payne</u> |
| | <u>M. Walsh</u> |
| | |
| | |
| | |

112 Humber Road, Corner Brook, NL A2H 1E8
(T) 709-634-1700 (F) 709-634-0620
www.ihmschool.ca

| | |
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|  | <p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p> |
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|---|--|
| Subject Matter: Centre for Research and Innovation Funding | |
| Report Information | |
| Department: City Manager | Attachments: |
| Prepared By: Melissa Kirby | Council Meeting Date: August 26, 2019 |

Issue: Grenfell Campus, Memorial University is requesting the City of Corner Brook provide \$10,000 per year for five years to help fund the Centre for Research and Innovation as well as to waive all taxes on the property with the exception of any commercial businesses that operate out of the facility.

Background: Grenfell Campus has engaged over the past number of years with Corner Brook Pulp & Paper (CBPPL) and College of the North Atlantic (CNA) on a proposal for a regional innovation centre for western Newfoundland, including applied research in the forestry sector, entrepreneurship support and commercialization, and training for mill employees. The centrepiece of this project is a renovation of the former CBPPL Human Resources building in downtown Corner Brook.

The Centre for Research and Innovation is comprised of three components: 1) Innovation Centre, 2) Research, and 3) Training. The overall goal of the Centre is to jumpstart sustainable development in the western NL region through collaboration between Corner Brook Pulp and Paper (CBPPL), post-secondary institutions, government, and community partners. The vision of the Centre is twofold:

- To create a hub of applied research, public engagement, learning, creativity, and entrepreneurship where energy, ideas, and technology collide to spur new products and processes that reinvigorate the western NL region by driving our active participation in the knowledge economy and by fostering a culture of innovation.
- To create opportunities for applied research and training that will contribute to the economic sustainability of CBPPL and the forestry sector overall through innovation, enhanced environmental performance, and by fostering synergies with other key sectors in the region.

This space will host innovative research activities, as well as a business incubator and makerspace to kick start entrepreneurship in forestry-related sectors. ***The City of Corner Brook aims to use space in the building for the experiential learning program run by Grenfell called City Studio in which the City is a partner.*** The training component, being led by College of the North Atlantic (CNA), aims to develop and deliver training for CBPPL employees as a long-term strategy for succession planning for skilled workers at the mill. Training will mostly take place off-site at CNA but a training room will be made available for CBPPL's use. Emphasis will be placed on workers in skilled pulp and paper-related positions such as millwright and related trades.

Preliminary cost estimates suggest the building renovation phase, including equipment and IT needs, may approach \$3.5 million based on square foot construction estimates and typical

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|  | <p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p> |
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design and construction contingencies. The prospective timeline for renovations involves the approval and tender processes occurring this calendar year, with construction activities anticipated to take place throughout calendar year 2020.

Benefits of this project include:

- Strengthens innovation and entrepreneurship support activities through the Navigate Entrepreneurship Centre, including a recently launched Business Incubator and Makerspace
- Builds on the University's track record of industry-relevant research as well as Grenfell Campus' research expertise in environmental science, forestry, food and agriculture, and regional development
- Will help grow graduate studies and graduate research at Grenfell Campus
- Presents the opportunity to utilize the existing CBPPL facility
- Solidifies a strong working relationship between MUN/Grenfell and west coast partners such as CBPPL, City of Corner Brook, and CNA, as well as the provincial and federal governments
- Potential for province-wide impact on economic development in several sectors (forestry, agriculture, bio-tech.)

Proposed Resolution: It is **RESOLVED** to approve the funding request from Grenfell Campus, Memorial University, for the amount of \$10,000 per year for five years for the Centre for Research and Innovation starting in 2019.

It is **FURTHER RESOLVED** to waive all taxes on the property with the exception of any commercial businesses that operate out of the facility.

Recommendation: The City Manager's office recommends providing funding of \$10,000 a year for five years. It is also recommended that all taxes on the property be waived with the exception of any commercial businesses that may operate out of the facility.

Options: *(What are 3 key options, what are the implications with each)*

1. Approve the funding request as outlined above. CityStudio classes will be held at the new facility once complete.
2. Decline the request and continue to hold CityStudio classes at City Hall.
3. Provide an alternate offer to Grenfell

Legal Review: *(Is legal required if so what was done)*

Governance Implications: *(What are the policy/bylaw implications, do we need to a new policy/bylaw)*



**City of Corner Brook
Request for Decision (RFD)**

Budget/Financial Implications: the City of Corner Brook is currently funding a second City Studio class at City Hall for \$5,000. This money can be reallocated to fund this project.

Prepared by: Melissa Kirby

Director:

City Manager: Rodney Cumby

Date:

Additional Comments by City Manager:



**City of Corner Brook
Request for Decision (RFD)**

Subject Matter: Request to Lease City Land Adjacent to 10 Leggos Avenue

Report Information

Department: Land Management

Attachments: Draft lease agreement;
survey

Prepared By: Brandon Duffy

Council Meeting Date: August 5, 2019

Recommendation:

Staff recommend Council approve the lease of City land to the owner of 10 Leggos Avenue.

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 10 Leggos Avenue for City land adjacent to 10 Leggos Avenue.

Issue:

The owner of 10 Leggos Avenue has requested to lease land from the City.

Background:

The land is approximately 689m² (7,416ft²) with 23m (75.4ft) frontage. The purpose of this lease will be for driveway access. This land was owned by a previous owner of 10 Leggos Avenue and the City bought this land in 1957 to satisfy taxes. Currently there are no plans to develop this land.

Options:

1. Approve the lease
 - a. Land will be maintained and additional tax revenue
2. Reject the lease
 - a. Land will be left as is and the loss of potential tax revenue

Governance Implications:

Policy #: 07-08-05 & 07-08-08

Budget/Financial Implications:

Prepared by: Brandon Duffy

Director: Dale Park

City Manager: Rodney Cumby

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|---|---|
|  | <p>City of Corner Brook Request for Decision (RFD)</p> |
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|---------------------|
| <p>Date:</p> |
|---------------------|

Additional Comments by City Manager:

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

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

of the One Part

AND **Resident**, a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

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

PREMISES LEASED

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

TENANCY

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

TERM

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

RENT

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

USE

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

PAYMENT OF TAXES

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

CONDITION

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

GENERAL COVENANTS

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

TENANT'S IMPROVEMENTS

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

INSURANCE

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

COMPLIANCE WITH REGULATIONS

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

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

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

ACCESS BY LANDLORD

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

EASEMENTS/UTILITIES

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

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

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

MAINTENANCE AND REPAIR

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

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

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

NUISANCE

- 16.
 - a. The Tenant shall not do, suffer or permit to be done any act or thing upon or about the Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Property or to the public generally.
 - b. The Tenant shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property.

INDEMNIFICATION

- 17.
 - a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.
 - b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

NON-WAIVER

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

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

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

EFFECT OF LEASE

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

REMEDIES GENERALLY

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

HEADINGS

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

NOTICES

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

City of Corner Brook

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

Telecopier Number: (709) 637-1625

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

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

Resident
 10 Leggos Avenue
 Corner Brook, NL
 A2H 7H9

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

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

GOVERNING LAW

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

END OF LEASE

25.

- a. The term of the lease shall be a period of five (5) years commencing on _____, 2019 and terminating on _____, 2024 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Premises by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

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

UTILITIES

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

INTEREST CHARGES

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

LEGAL COSTS

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

ENTIRE AGREEMENT

30. The Landlord and the Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

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

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

THE CITY OF CORNER BROOK

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

SIGNED, SEALED, AND DELIVERED
By the Tenants, in the presence of:

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Resident

SCHEDULE “B”

NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to Resident to quit occupation of the Property located on Leggos Avenue in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the ____ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between CCB and _____ dated _____.

Dated this ____ day of _____ 201__.

Signed on behalf of CCB by:

City Manager-City of Corner Brook

DESCRIPTION OF LAND AT LEGGO'S AVENUE BEING CONVEYED FROM ARCH LEGGO
TO WALTER LEMESSURIER

All that piece or parcel of land lying and being situate at Leggo's Avenue, in the City of Corner Brook, bounded and described as follows:

Commencing at a point on the western boundary of land of Wesley Leggo, said point bears North Thirteen Degrees Twenty-Two Minutes Twenty Seconds East ($N 13^{\circ} 22' 20'' E$) One Hundred Ten and Sixty-Eight Hundredths Feet (110.68') to the most North Easterly corner of land of Robert Leggo;

Running thence from the above-described starting point by land of Robert Leggo North Seventy-Five Degrees Forty-Two Minutes Forty Seconds West ($N 75^{\circ} 42' 40'' W$) Eighty-Three and Sixty-Three Hundredths Feet (83.63') to a point, thence South Nine Degrees Fifteen Minutes West ($S 9^{\circ} 15' W$) Ninety-Two and Sixty-Three Hundredth Feet (92.63') to a point;

Thence by the Northern limits of the Canadian National Railway Line South Seventy-Four Degrees Five Minutes Thirty Seconds East ($S 74^{\circ} 05' 30'' E$) Seventy-Five and Forty Hundredths Feet (75.40') to a point;

Thence by land of Wesley Leggo North Fourteen Degrees Twenty-One Minutes Fifty-One Seconds East ($N 14^{\circ} 21' 51'' E$) Ninety-Four and Forty Hundredth Feet (94.40') to the point of commencement.

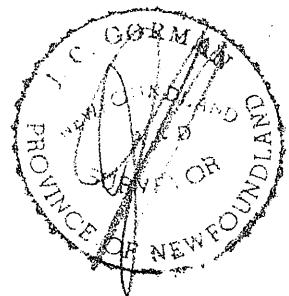
Containing in all Seven Thousand Four Hundred and Sixteen Square Feet (7,416') more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red.

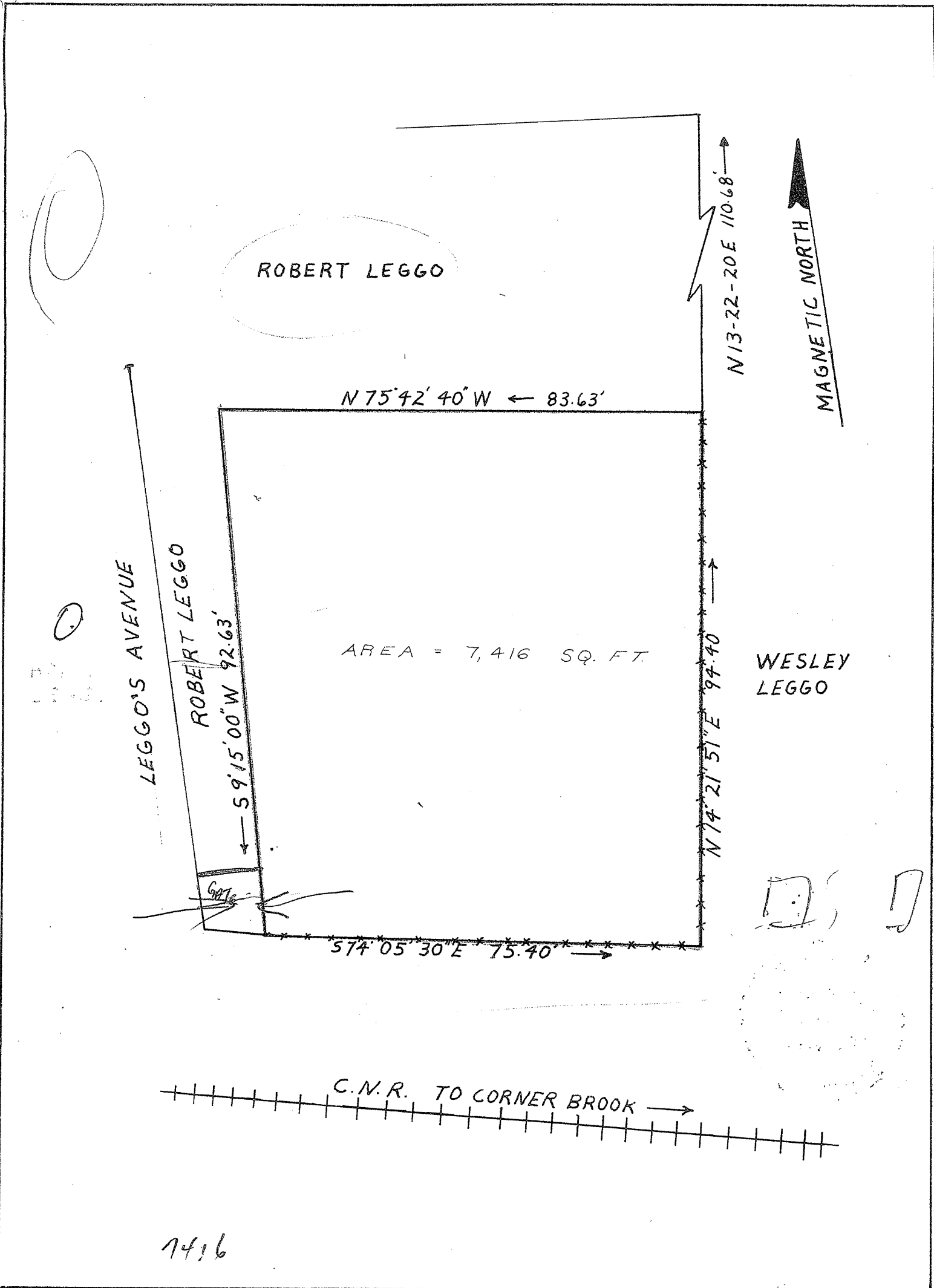
All bearings given are from the Magnetic Meridian.

October 1976

Drawing #25176

GORMAN-BUTLER ASSOCIATES LIMITED





| | | |
|--|---|--|
| SCALE: 1" = 20' | SURVEY OF PROPERTY WALTER LEMESSURIER LEGGO'S AVENUE, CORNER BROOK, NFLD. | |
| DATE: OCT. 22-76 | | |
| DWG. No.: 25176 | | |
| SURVEYED BY: E.M. | | |
| DRAWN BY: M.P. | | |
| GORMAN - BUTLER ASSOC. LTD. P.O. BOX 96 ST. JOHN'S - P.O. BOX 434 CORNER BROOK Lease Agreement - Leggo's Avenue Page 154 of 186 | | |



**City of Corner Brook
Request for Decision (RFD)**

Subject Matter: Request to Lease City Land Lundrigan Drive

Report Information

Department: Land Management

Attachments: Draft lease agreement;
Sketch

Prepared By: Brandon Duffy

Council Meeting Date: August 5, 2019

Recommendation:

Staff recommends Council approve the lease of City land to the Western Sno-Riders Inc. on Lundrigan Drive.

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and Western Sno-Riders Inc. for City land on Lundrigan Drive.

Issue:

The Western Sno-Riders Inc. has requested to lease land from the City.

Background:

The Western Sno-Riders Inc. is looking for a term of fifty (50) years, the land is approximately 1000m (3,280ft²) in length and 15.24m wide (50ft). The purpose of this lease will be for a groomer/snowmobile trail. The trail will start from the rear of 24 Lundrigan (which the WSR are looking to purchase and break ground in the fall) and end on the south side of the water tank in Lundrigan Drive. Previously during the winter months the groomer is stored at 8-12 Lundrigan Drive (Rugged Edge) and accesses the green tank road via Lundrigan Drive which is a safety concern. Currently there been talks of a phase II for Lundrigan Drive but with phase I being only 50% full, no plans have been made to develop this land as of yet.

Options:

1. Approve the lease
 - a. The groomer will no longer need to use the Lundrigan Drive to access the green tank road which will improve safety
2. Reject the lease
 - a. Trail groomer will keep using Lundrigan Drive to access green tank road which poses safety concerns

Governance Implications:

Policy #: 07-08-05 & 07-08-08

Budget/Financial Implications:



**City of Corner Brook
Request for Decision (RFD)**

| | |
|-----------------------------------|-----------------------|
| Prepared by: Brandon Duffy | <i>[Signature]</i> |
| Director: Dale Park | <i>[Signature]</i> |
| City Manager: Rodney Cumby | <i>[Signature]</i> |
| Date: | <i>August 11/2019</i> |

Additional Comments by City Manager:

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

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

of the One Part

AND **WESTERN SNO-RIDERS INC.**, a body corporate duly incorporated under the laws of the Province of Newfoundland and Labrador (hereinafter called the "Tenants"),

of the Other Part

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

PREMISES LEASED

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

TENANCY

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

TERM

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of Twenty (50) years, commencing the ____ day of _____ 2019, for the annual rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

RENT

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

USE

5. The Property shall be used for the purpose of the Tenants for 15.24 m (50 ft) wide Groomer trail. There shall be no change in use other than that related to the aforementioned use relating thereto without the prior consent in writing of the Corner Brook City Council.

PAYMENT OF TAXES

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

CONDITIONS

7.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water and sewer lines and/or utilities.
 - c. This Lease is subject to the Tenant obtaining approval from Crown Lands for use of Crown Land.
 - d. This lease is subject to Western Sno-Riders Inc. purchasing 24 Lundrigan Drive within twelve (12) months of signing this lease.
 - e. The groomer trail must not overlap with any portion of the ski lodge access road.

GENERAL COVENANTS

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

- ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

TENANT'S IMPROVEMENTS

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

INSURANCE

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

COMPLIANCE WITH REGULATIONS

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

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

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

ACCESS BY LANDLORD

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

EASEMENTS/UTILITIES

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

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

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

MAINTENANCE AND REPAIR

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

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

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

NUISANCE

16.

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

INDEMNIFICATION

17.

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

NON-WAIVER

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

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

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

EFFECT OF LEASE

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

REMEDIES GENERALLY

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

HEADINGS

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

NOTICES

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

City of Corner Brook

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

Telecopier Number: (709) 637-1625

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

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

Dave Sceviour
 31A Petries Street
 Corner Brook, NL
 A2H 3L2

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

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

GOVERNING LAW

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

END OF LEASE

25.

- a. The term of the lease shall be a period of fifty (50) years commencing on _____, 2019 and terminating on _____, 2069 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.
- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a

monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.

- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Premises by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

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

UTILITIES

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

INTEREST CHARGES

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

LEGAL COSTS

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

ENTIRE AGREEMENT

30. The Landlord and the Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

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

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

THE CITY OF CORNER BROOK

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

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

WESTERN SNO-RIDERS INC

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Robin Parsons

SCHEDULE "A"

SCHEDULE "B"

NOTICE TO QUIT


The City of Corner Brook (CCB) hereby gives notice to Western Sno-Riders Inc. to quit occupation of the Property located on Lundrigan Dirve in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the ____ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between CCB and _____ dated _____.

Dated this ____ day of _____ 201__.

Signed on behalf of CCB by:

City Manager-City of Corner Brook



| | |
|--|--|
|  | <p align="center">City of Corner Brook Request for Decision (RFD)</p> |
|--|--|

| | |
|--|--|
| Subject Matter: Lease – Forever Young Fitness Centre – additional space | |
| Report Information | |
| Department: Finance & Admin | Attachments: Lease agreement |
| Prepared By: Dale Park | Council Meeting Date: August 14, 2019 |

Recommendation:

Staff recommend Council approve the lease agreement between the City and Forever Young Fitness Centre for additional space at the Civic Centre.

It is **RESOLVED** to approve the execution of the lease agreement with Forever Young Fitness Centre for the additional space for \$ 771.18.

Issue:

Forever Young Fitness Centre (FYFC) is utilizing additional space outside of their current lease agreement and have requested to be able to continue to use the space. A lease agreement between the City and the FYFC has been developed and signed by FYFC.

Background:

The existing lease agreement with FYFC only includes one of the squash courts. FYFC wishes to be able to utilize three of the courts and the lease agreement is for the additional 675 square feet in this space. The terms of the lease are similar to the existing lease with the major exception that this lease is a month to month lease that can be terminated by either party.

Options:

1. Approve the lease agreement as proposed
2. Deny the approval of the lease agreement
3. Any other direction as provided by Council

Legal Review: Lease agreement was reviewed by the City Solicitor

Governance Implications: n/a

Budget/Financial Implications:

The additional space would provide additional lease revenue for the Civic Centre.

Environmental Implications: n/a



**City of Corner Brook
Request for Decision (RFD)**

Prepared by: Dale Park

Director: Dale Park

City Manager: Rodney Cumby

Date: August 14, 2019

Additional Comments by City Manager:

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of _____, 2019.

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

FOREVER YOUNG FITNESS CENTRE LIMITED, a body corporate duly registered with the Registry of Companies in the Province of Newfoundland and Labrador (hereinafter referred to as "the Tenant")

WHEREAS the Landlord is the owner of property known as civic address number 1 Canada Games Place in the City of Corner Brook, Province of Newfoundland and Labrador and described in "Schedule A" annexed hereto (hereinafter referred to as "the Property")

AND WHEREAS the Tenant desires to lease the portion of the Property described as outlined in yellow in the floor plan annexed hereto as "Schedule B", (hereinafter referred to as "the Premises") on the terms and conditions hereinafter set out;

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

Demised Premises:

1. The Landlord doth lease unto the Tenant and the Tenant doth lease and take from the Landlord, for the purpose of operating squash courts in its Fitness Centre, upon the terms and conditions set out in this Agreement, all those certain premises, in the City, shown as outlined in yellow on the floor plan attached hereto as "Schedule B", being a portion of the Property described in "Schedule A" annexed hereto.

Term:

2. The term of lease shall be month to month commencing on April 1, 2019 and continuing on a monthly basis until the earlier of fifteen (15) days after one party has provided the other with a notice of termination, or July 31st, 2021, and subject to any rights of termination as otherwise provided in this Agreement.

Payments:

3. A. The Tenant shall pay the Landlord rent consisting of Seven hundred Seventy One dollars and Eighteen cents (\$771.18) plus HST per month

for each month of tenancy payable on the first day of every month with the payment due on the first of April, 2019. The rent includes the cost of heat and electricity for the Premises, subject to the provisions of payment for electricity as set out in clause 4 herein.

B. In addition to rent, the Tenant shall pay to the Landlord in full and on time the following:

- I. all municipal taxes levied against the Tenant;
- II. all payments due to the Landlord as prescribed in the promissory note from the Tenant to the Landlord dated September 30, 2018 for the sum of \$66,311.86; and
- III. All rental payments owing to the Landlord in accordance with the Agreement between the Landlord and the Tenant dated the 21st day of November, 2018;

4. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Landlord on outstanding balances owed to the City of Corner Brook as approved by the Landlord in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2019 budget of the Landlord is 10.5% per annum.

Overholding:

5. In the event that the Landlord permits the Tenant to remain in occupation of the Premises without objection by the Landlord and after the expiration of the term and any extension or extensions thereof the Landlord may terminate the Tenants' lease and occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto providing five (5) days' notice.

Termination and Default:

6. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Tenant has not paid rent under this or any other lease agreement with the Landlord, electricity, municipal taxes, or payments under the promissory note with the Landlord dated August 1, 2018, or is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate re-entry in the Premises and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule C annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with

like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.

Notwithstanding the term of lease set out in clause 2 of this agreement, the Landlord may at any time without showing cause, terminate the Lease by providing the Tenant with fifteen (15) days notice. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.

7. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Landlord is in default in the performance of any covenants, terms and conditions herein set forth to be performed, save and except for any reduction in services due to picket lines, work stoppages, or other forms of labour unrest of the employees of the Landlord, the Tenant shall have the right to terminate this Agreement within ten (10) days by serving the Landlord with a Notice to Quit in the form set out in Schedule C annexed hereto, with such changes as necessary. Upon expiry of the period set out in the Notice to Quit, the rights of the Tenant and Landlord under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.
8. In case of damage to the Premises by fire, lightning, tempest, other acts of God, wars, riots or insurrection restricting the continued use of the Premises, and the Landlord, instead of rebuilding or making the Premises fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 2 herein, terminate this lease on giving to the Tenant fifteen (15) days notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Premises to the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.

9. Upon termination of the Tenant's occupation of the Premises in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant or any improvements made to the Premises by the Tenant.
10. Upon failure by the Landlord or Tenant to make significant progress towards complying with any covenant(s) incumbent upon it under this Agreement within fifteen (15) days after written notice requiring such compliance is given by one party to the other, the party giving notice may enter the Premises and fulfill such covenant(s) at the sole expense of the other party, who shall forthwith upon being invoiced for same reimburse the party giving notice who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents either party from electing to terminate this tenancy for default as provided for in other provisions of this Agreement.

Quiet Enjoyment:

11. Subject to the rights of re-entry otherwise provided in this agreement and subject to any necessary re-entry due to an emergency pertaining to the Premises (including but not limited to water or fire emergencies), the Landlord covenants with the Tenant for quiet enjoyment.

Tenant's Covenants:

12. The Tenant covenants with the Landlord:
 - a. To pay when due rent owing under this and any other lease with the Landlord, electricity, municipal taxes, and payments owing under the promissory note from the Tenant to the Landlord dated August 1", 2018;
 - b. To vacate the Premises on request of the Landlord in accordance with this Agreement;
 - c. To not make any changes to the Premises, except in accordance with plans submitted to and approved by the Landlord;
 - d. To remove its own garbage and keep the Premises in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in the Premises;
 - e. To use the Premises only for the purposes of a Fitness Centre;
 - f. Not to transfer, assign or sublet any rights under this Agreement without first obtaining written permission of the Landlord and if the Landlord provides such

consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting; Not to erect any signs, advertisements, or other structure on the outside of the Premises or on the Property without first obtaining the written consent of the Landlord;

- g. To ensure that nothing is done or kept at or on the Premises which is or may be a nuisance or which causes damage to or interference with other tenants or usage of the Property or any adjoining property;
- h. To ensure that any sound produced on the Premises are kept at a level such that they are not heard in other parts of the Property;
- i. To ensure that only the Premises are utilized by the Tenant, and no other part or portion of the Property;
- j. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Premises and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- l. To keep the Premises smoke-free and scent free in accordance with the Landlord's policies annexed hereto as "Schedule D" as though the premises were the Landlord's workplace;
- m. Upon termination of the tenancy, at its own risk and expense, to remove from the Premises within the timeframe set out in the Notice to Quit, any chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Premises in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;
- n. To provide the Landlord with access to the Premises in accordance with this agreement;
- o. To ensure that the external doors remain locked and securely closed save and except for those times the doors have been unlocked by the Landlord or when an employee of the Tenant is on duty at the Premises and is providing a reasonably secure level of monitoring public access to the Property;
- p. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as though the Tenant were an Agent of the Crown;
- q. To repair and maintain and keep repaired and maintained the Premises in substantially the same condition as of the commencement of lease, reasonable wear and tear through normal use and damage by fire, lightning and tempest and

any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing from the Landlord, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted. For further clarification and not in any way to limit the generality of the forgoing, the Tenant is responsible at its own expense, for maintenance and replacement of heating, ventilation, and air-conditioning equipment that services the Premises and maintenance and repair of windows, doors, plumbing fixtures and lines, electrical wiring, floor coverings, painting, and interior walls of the Premises;

- r. To pay all municipal taxes and rates levied against the Premises;
- s. To not overload any part of the Premises including the floors, roof deck, and walls;
- t. To not exceed or overload the capacity of the utility facilities or the electrical wiring and service in the Premises;
- u. To permit the Landlord or its agents to enter upon the Premises at any time during normal business hours for the purpose of inspecting the Premises and with forty eight (48) hours advance notice for the purpose of making repairs, alterations or improvements to the Premises, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Premises, including but not limited to keys and access codes; and
- v. The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Premises at any time during the Term is exempt from levy by distress..

Landlord's Covenants:

13. The Landlord covenants with the Tenant:

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this agreement, and subject to the Landlord's right to the use and enjoyment of the remainder of its Property that does not comprise the Premises;

- b. Where reasonably practicable, to provide notice to the Tenant at least twenty-four (24) hours in advance of any use of the Property that may significantly disrupt the use and enjoyment of the Premises by the Tenant, including but not limited to construction activities, floor maintenance/replacement and floor waxing.
- c. To maintain and pay for real property insurance in respect of the Premises;
- d. To provide snow clearing for the parking lot during the Landlord's regular business hours.
- e. To provide, throughout the term of this lease, (subject to such other provisions set out in this Agreement regarding payment for utilities), water, heat and electricity; but the Landlord shall not be liable for the failure to provide such utilities when such failure is beyond the Landlord's control.

As Is/Conversion of Premises:

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

Liability and Indemnity:

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

costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.

17. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Premises, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
18. The Tenant agrees to indemnify the Landlord for any damage to the Premises or its furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said premises by reason of the use thereof by the Tenant.
19. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by any other Tenant.
 - a. The Tenant shall, at all times during occupancy of the Premises, at its own expense maintain in force insurance coverage with respect to the contents of the demised Premises and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and occupation of the Premises, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for: Tenant Legal Liability with a limit of not less than Two Hundred and Fifty Thousand dollars (\$250,000.00) per occurrence;
 - b. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars per occurrence; and
 - c. Property insurance sufficient to cover the contents of the Premises.

Every policy or policies of insurance maintained by the Tenant shall name the Landlord an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the Landlord prior to the Tenant occupying the premises and confirmation of continued coverage provided annually on the anniversary of signing this agreement and at

such other times as required by the Landlord within five (5) days of request of the Landlord. The Tenant shall, on request of the Landlord, increase the policy limits on the aforementioned insurances on ninety (90) days' notice.

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

Notices:

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

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

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

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

Craig Anderson or Susan Anderson
PO Box 194
Corner Brook, NL
A2H 6C7

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

General:

22.

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


23. It is agreed that whenever a party is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or of any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, including but not limited to the Property becoming unfit to be utilized for the purposes for which it is being leased, the party is relieved from the fulfillment of the obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.
24. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.
25. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
26. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Premises and which may be modified only by further written agreement under seal.
27. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
28. The provisions of this indenture shall be binding upon and enure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.
29. All Payments under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer:
- Director of Finance and Administration
City Hall
P.O. Box 1080
Corner Brook, NL
A2H 6E1
30. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.

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

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

SIGNED SEALED AND DELIVERED
this __ day of _____, 2018 by
The Tenant in the presence of:

Witness


Craig Anderson

Witness


Susan Anderson

SIGNED SEALED AND DELIVERED
this __ day of _____, 2018 by
The Landlord in the presence of:

Witness

Mayor

Witness

City Clerk

NOTICE TO QUIT

Corner Brook City Council (CBCC) hereby gives notice to *Forever Young Fitness Centre Limited* to quit occupation of the Premises known as the Civic Centre, Canada Games Place, in the City of Corner Brook, Province of Newfoundland and Labrador on or before the ____ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between the parties dated _____.

Dated this ____ day of _____, 20__.

Signed on behalf of CBCC by:

City Manager - City of Corner Brook

