



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **Monday, January 25, 2021** at **7 p.m. Council Chambers**

DUE TO COVID THE MEETING WILL BE CLOSED TO THE PUBLIC. THE MEETING WILL BE LIVESTREAMED ON THE City of Corner Brook Facebook Page

CITY CLERK

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**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO CONFERENCE
MONDAY, 7 DECEMBER, 2020 AT 7:00 PM**

PRESENT:

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

Meeting was called to order at 7:00 p.m.

20-160 Approval of Agenda

Prior to the approval of the agenda, a moment of silence was held in memory of Ray Baird.

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

20-161 Approval of Minutes - Regular Meeting November 9

On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of November 9, 2020 as presented. **MOTION CARRIED.**

20-162 Business Arising From Minutes

No items were brought forward.

20-163 IR - Adopt a Hydrant 2020-21

Councillor J. Carey announced that the "Adopt-a-Hydrant" contest for 2020-21 will run from December 16th, 2020 to March 31, 2021. Participants can register online through the website, on the phone or at the customer service desk at City Hall. Registered participants need to clear their hydrant after each snowfall, which will be monitored and inspected by the Fire Department and City Hydrant Clearing Staff. The 2020 contest winner will be announced on December 16th.

20-164 Proclamations

Mayor Parsons announced that the following proclamation was declared:

- **DECEMBER 7TH, 2020** was declared to be **Red Ribbon Day** in **Corner Brook**

20-165 2020-30 LED Light Tower

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to award the tender for the supply of the LED light tower to United Rentals for the amount of \$14,432.29 (plus HST). **MOTION CARRIED.**

20-166 City Hall Concrete Sill Repairs

Councillor V. Granter disclosed that he may be in a conflict of interest due to his employment.

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is RESOLVED that Councillor V. Granter is not in a conflict of interest. MOTION CARRIED.

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to award the quotation for City Hall Concrete Sill Repairs to Brook Construction for the amount of \$27,485.00 (HST included). **MOTION CARRIED.**

20-167 City of Corner Brook Storm Sewer Assessment

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to award the contract for the Storm Sewer Assessment project to SNC-Lavalin Inc. for the estimated cost of \$62,000.00 (plus HST). **MOTION CARRIED.**

20-168 Asphalt Paving Program Change Order No. 1

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** to approve change order no. 1 between the Owner (City of Corner Brook) and the Contractor (Marine Contractors Inc.) for an increase in the contract price of \$198,766.23 (HST included). **MOTION CARRIED.**

20-169 Gale/Cochrane Street Waterline Replacement Change Order No. 3

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the contract change order No. 3 between the Owner (City of Corner Brook) and Contractor (Marine Contractors Inc.) for the Gale Cochrane Waterline Replacement for an increase in contract of \$37,994.85 (HST included). **MOTION CARRIED.**

20-170 Georgetown Road Water Lateral Replacement - Change Order No. 4

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the contract change order No. 4 between the Owner (City of Corner Brook) and Contractor (West Coast Excavating and Equipment Co. Ltd.) for the Georgetown Road Water Lateral Replacement for an increase in contract price of \$46,296.36 (HST included). **MOTION CARRIED.**

20-171 Hired Equipment

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to accept the quotations for Hired Equipment Services as presented for a seven month period (December 22nd, 2020 to May 21, 2021) on a standing offer basis. **MOTION CARRIED.**

20-172 Discretionary Use - 30 Fords Rd - Home Base Office

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the application to operate a home based business office from the dwelling located at 30 Ford's Road in accordance with Regulation 11 - Discretionary Powers of Authority. **MOTION CARRIED.**

20-173 Property Markers Policy Amendment

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to postpone the motion to replace the Property Markers Policy Number 06-02-04 in order to clarify the acceptable materials for property markers to the next Committee of the Whole Meeting. **MOTION CARRIED.**

20-174 Delegation of Authorities

The City Manager reported on a number of change order's that he recently executed as per the authority granted by minute of Council 18-223 regarding the Georgetown Road Water Lateral Replacement and the Concept Design for City Hall Planters.

20-175 Budget Speech

Councillor B. Staeben presented the budget for 2021.

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to approve the tax rates for the 2021 taxation year. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by J. Carey, it is **FURTHER RESOLVED** to approve the tax schedule of rates and fee to take effect on January 1, 2021. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **FURTHER RESOLVED** to approve an annual rate of interest of 10.5% to be levied on all past due taxes and accounts receivable on a monthly basis in 2021. **MOTION CARRIED.**

On motion by Councillor B. Staeben, seconded by Councillor V. Granter, it is **FURTHER RESOLVED** to approve the 2021 budget with operating revenues and expenditures totaling \$35,435,300. **MOTION CARRIED.**

20-177 Reverse Parade

Councillor T. Buckle reminded residents of the Reverse Parade on 12 December, 2020.

20-178 Christmas Waste Program

It was announced that the Christmas Waste Program will start on December 28th and will run for 7 days at the Civic Centre Parking Lot.

20-179 Christmas Tree Collection

Christmas tree collection will begin the week of January 11th and tree will be collected on regular garbage day.

ADJOURNMENT

The meeting adjourned at 8:03 p.m.

City Clerk

Mayor

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Town of Steady Brook Shared Water Supply System	
Report Information	
Department: CEDP	Attachments: CBCL Study Proposal
Prepared By: James Warford	Council Meeting Date: January 25/21

Issue: Engineering staff require Council approval to move forward with a request for funding under a Gas Tax special fund to conduct a feasibility study into a shared water supply system with the Town of Steady Brook. A resolution is required from City Council agreeing to the shared water system with the Town of Steady Brook.

Background: The Town of Steady Brook has had continual problems with its water supply and recently commissioned a study into ways to improve the system. One of the options coming out of that study was to connect to the Corner Brook system.

Staff has been approached by the Town of Steady Brook regarding the potential of investigating the feasibility of supplying the Town of Steady Brook from the Corner Brook water supply system. As this could potentially benefit both parties, staff requested a proposal from CBCL Ltd. to conduct a feasibility study. Besides the obvious infrastructure challenges, the capacity of the Corner Brook system to supply the needs of Steady Brook would have to be explored. The proposal submitted by CBCL is attached.

The full cost of the study is estimated at \$45,500 (Plus HST).

As a regional project, this type of study would be eligible for **100% funding** under a special gas tax fund.

Recommendation: Staff recommend Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook authorize staff to move forward with a request for funding under a Gas Tax special fund to conduct a feasibility study into a shared water supply system with the Town of Steady Brook.

Options:

1. That the Council of the City of Corner Brook authorize staff to move forward with a request for funding under a Gas Tax special fund to conduct a feasibility study into a shared water supply system with the Town of Steady Brook at cost of \$45,000 (plus HST).
2. That the Council of the City of Corner Brook not authorize staff to move forward with a request for funding under a Gas Tax special fund to conduct a feasibility

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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study into a shared water supply system with the Town of Steady Brook at a cost of \$45,000 (plus HST)

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

Legal Review: NA

Governance Implications: NA

Budget/Financial Implications: Special gas tax fund is %100 funding

Environmental Implications: NA

Prepared by: James Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: January 19, 2021

Additional Comments by City Manager:

January 15th, 2021

Mr. Jim Warford P.Eng
Manager of Engineering Services
City of Corner Brook
PO Box 1080
Corner Brook NL, A2H 6E1

Dear Mr. Warford:

RE: Regional Water Supply – Steady Brook Feasibility Study

Recent discussions between the Town of Steady Brook and the City of Corner Brook have identified the possibility of extending the existing Corner Brook water transmission system to connect with the Town of Steady Brook, thereby eliminating the continued need for the Town to operate its own treatment facilities and sources. There are several technical considerations that should be understood, even at a conceptual level, before determining whether the Corner Brook system is capable of supplying Steady Brook. What follows is a CBCL scope of service to conduct a feasibility study for the possible servicing of Steady Brook with municipal water supply from Corner Brook.

1.1 Background

The City of Corner Brook owns and operates a regional water supply and treatment system that provides municipal drinking water to customers in Corner Brook as well as neighbouring Towns of Mt Moriah, and Massey Drive. The City's water infrastructure also supplies significant industrial water users, most notably Corner Brook Pulp and Paper and Barry Seafoods Inc. The source of supply for the City is Trout Pond and Corner Brook stream. The City commissioned a new 30,000 m³/day water treatment plant in 2016 to upgrade from the prior unfiltered and chlorinated water supply to a new DAF-based clarification and filtration system. As part of the new water treatment plant project, the independent water supply for Curling was decommissioned and the two systems interconnected to be fed from the new treatment plant.

The Town of Steady Brook (Steady Brook), located several kilometers east of Corner Brook owns and operates its own water supply, treatment, and distribution system. The historical source of supply for Steady Brook has been a surface water (Steady Brook) that is high in color and related organic matter, and leads to degraded drinking water quality and several parameters outside the Guidelines for Canadian Drinking Water Quality. In recent years the Town has undertaken a groundwater exploration program to supplement or replace the surface water supply in an effort

to improve water quality. A production scale well has been installed and is operating, but has insufficient yield to meet demands, and as a result the current supply is a blend of surface and ground water that continues to present treatment and water quality challenges. As a result the Town is interested in understanding the feasibility of receiving treated municipal water from the Corner Brook system to replace the existing Town sources.

1.2 Methodology

We propose to conduct the feasibility assessment by examining a combination of present and future water demands between the two existing systems as well as identifying possible servicing scenarios, complete with budgeting information, that include both over-land options and road alignment options.

1.2.1 Water Demand and Treatment Plant Capacity Assessment

Since being constructed the City's new water treatment plant has met the water demands of the existing service areas of Corner Brook, Mt. Moriah, and Massey Drive. That said, the treatment plant has a fixed capacity of 30,000 m³/day (30 MLD) and has, at times, produced upwards of 90% of the rated capacity in a given day. Treatment facilities typically produce 50-60% of rated capacity for average day demands, with higher demands being seasonal or event-based.

Our initial task will focus on examining the historical water demands of both the Corner Brook and Steady Brook systems. For the Corner Brook system, this requires the completion of a water balance and audit for the larger City network to further delineate where existing demands are being used, and how future trends would impact water use over time. Stated differently, it would not suffice to look at only the treatment plant production total to determine what additional servicing capacity exists. We will delineate industrial demands from municipal use and examine flows within the pressure zones of the City's network to the extent possible. This will indicate the per capita demands in the City network and whether reductions in demand over time should be possible, or whether given zones are expected to grow and therefore increase City demand over time. We will utilize the hydraulic water model developed for the City in recent years to assist in our understanding of the existing demands and pressures, which will then be expanded to consider the impacts from future servicing alternatives.

For Steady Brook we will examine trends of total daily water production for recent years, and compare against typical per capita demands in the region after accounting for seasonal use and tourism needs. The average day, maximum day, and peak hour demands of the existing system will be defined at a preliminary level, such that the figures can be used to assess impacts on the Corner Brook system should Steady Brook be connected. If necessary, existing trends of water use for the Town may be adjusted to account for changes in service pressure that may result from servicing changes with Corner Brook.

1.2.2 Conceptual Servicing Scenarios

This task includes the identification and initial definition of the technical features applicable to linear infrastructure options for connection of the Corner Brook transmission system to the Steady Brook distribution system. The options identified in this task may include a new over-land route from the City's treatment plant; a highway route from Confederation Drive; an extension of the City's system from Riverside Drive; or other options identified in the study. The options assessed will be identified from a combination of proximity (shortest distance) between the two systems, but will also consider hydraulic capacity, reliability, and water quality.

The possible servicing scenarios will consider whether all demands from Steady Brook are met by existing storage and new transmission capacity, or whether the Town should consider a separate reservoir to provide balancing storage or fire storage. Redundancy considerations will also play a role in considering needs for new storage and/or the continued maintenance of the existing Town sources as backup supplies.

Each servicing scenario will be evaluated at a conceptual level to define technical features and assignment of an initial capital budget. We do not plan to undertake any survey or geotechnical investigations as part of the study and will rely on existing mapping data and assumptions for the generation of quantities used in the costing exercise.

1.3 Deliverables

We will prepare a study report including tabulation and technical analysis of the information above. We will include sketches and related data for the conceptual options and will produce a water audit of the City's system showing usages by zone and major industry. The report will be provided in draft initially, and presented to the City and the Town, as well as the Department of Environment, Climate Change, and Municipalities; and the Department of Transportation and Infrastructure.

During the study we will meet with representatives of the Town and the City as needed to collect data and discuss technical features. We will update municipal representatives upon request. Our project staff will conduct field assessments as conditions warrant. Travel restrictions and impacts of COVID 19 will limit meetings, initially, to virtual communication in anticipation that in-person meetings may be possible before the study is concluded.

1.4 Management, Administration and Cost

The project will be managed by Greg Sheppard, P.Eng. with technical support from Mike Chaulk P.Eng. and supporting project staff located in St. John's and Halifax. Greg has led the engineering development of several large water distribution system upgrades in the City, including the development the existing hydraulic model. Mike served in the role of Owner's Engineer for the

Mr. Jim Warford
January 15, 2021
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City's water treatment plant and was involved in all aspects of the treatment plant development, from concept through commissioning. Mike has also assessed the Town's existing surface water supply in Steady Brook in the past and is aware of the Town's existing infrastructure arrangement.

The proposed project cost is defined by major task below in Table 1. We propose to complete the project on a lump sum basis for a total cost of \$51,750 including HST.

Table 1. Proposed Engineering Fees and Expenses

Item	Cost
Water Demand and Capacity Assessment	\$20,000
Servicing Scenarios	\$15,000
Management and Reporting	\$7,000
Expenses	\$3,000
Total (excluding HST)	\$45,000

We are available to initiate the work scope immediately upon approval and anticipate the assignment will take 6-8 weeks to complete. The availability of historical flow data from the Town, and operating data by pressure zone for the City are key features in the timing to compete the work. We look forward to working with both the Town and City in considering the further regionalization of the water supply in a viable and sustainable manner.

Please contact the undersigned with any questions or follow up.

Yours very truly,

CBCL Limited

Prepared by:
Mike Chaulk P.Eng., MASc.
Manager- Process Engineering
Direct: 902-223-6683
E-Mail: mikec@cbcl.ca

Reviewed by:
Greg Sheppard P.Eng
Senior Civil Engineer

CC: Tracy Caines – Town of Steady Brook
Project No: 218300.00

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Green Municipal Fund Agreement – Wastewater Co-Treatment	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Agreement, Approval Letter, Schedule A
Prepared By: James Warford	Council Meeting Date: January 25, 2020

Issue: The Green Municipal Fund has approved the grant for the Waste Water Co-Treatment Study between FCM and the City of Corner Brook.

Background: Both the Corner Brook Pulp & Paper (CBP&P) and the City of Corner Brook are required to provide wastewater treatment. There may be possibilities for co-treatment of the effluent which the City wishes to evaluate to determine if there are advantages to treating the effluent in some form of a combined process. The City has received a grant in the amount of \$56,200 under the Green Municipal Fund towards conducting an investigation of co-treatment options.

Recommendation: Staff recommends Council approve the ratification and signing of the Green Municipal Fund Agreement GMF 16904.

Be it resolved that the Council of the City of Corner Brook accept the funding as outlined in the FCM project agreement under the Green Municipal Fund. The Corner Brook City Council authorizes the Mayor and City Manager to sign the Green Municipal Fund Agreement GMF 16904 with FCM on behalf of the City of Corner Brook.

Options:

1. That the Council of the City of Corner Brook execute the attached agreement.
2. That the Council of the City of Corner Brook not execute the attached agreement.
3. That the council of the City of Corner Brook give other direction to staff.

Legal Review: NA

Governance Implications: Council approval for the execution of this agreement is required.

Budget/Financial Implications: Cost-shared with CBPP under the Capital budget

Environmental Implications: NA



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

Prepared by: Jim Warford

Director: Darren Charters

City Manager: Rodney Cumby

Date: January 12, 2021

Additional Comments by City Manager:

**GREEN MUNICIPAL FUND GRANT AGREEMENT
GMF 16904**

This Grant Agreement is hereby made and entered into

BETWEEN:

FEDERATION OF CANADIAN MUNICIPALITIES, a not-for-profit corporation incorporated under the laws of Canada, acting as trustee of the Green Municipal Fund (“**GMF**”), and having a place of business at 24 Clarence Street, Ottawa, ON, K1N 5P3.

(“**FCM**”)

and

CITY OF CORNER BROOK, a Newfoundland and Labrador corporation and having a place of business at 5 Park Street, Corner Brook, NL, A2H 6E1.

(“**Recipient**”)

FCM and the Recipient shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Agreement, including all the schedules described below, constitutes the entire understanding and agreement between the Parties (“**Agreement**”) and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties relating to the subject matter hereof, whether oral, written or electronic. No changes or modification to the Agreement shall be binding upon a Party unless in writing and signed by both Parties.

The Agreement will be effective commencing on the date of last signature below (“**Effective Date**”) and shall end on November 1, 2023 (“**Term**”) unless earlier terminated in accordance with the provisions of the Agreement.

The following Schedules are attached and incorporated in the Agreement by reference:

Schedule A – General Terms and Conditions
Schedule B – Eligible and Ineligible Costs Table

Schedule C – Recipient’s Specific Terms and Conditions
Schedule D – Request for Contribution Template
Schedule E – Project Progress Report Template
Schedule F – Project Completion Report Template

In witness whereof, the Parties have executed the Agreement through their duly authorized officials.

FEDERATION OF CANADIAN MUNICIPALITIES

CITY OF CORNER BROOK

Per: _____
Chris Boivin
Managing Director, Green Municipal Fund

Per: _____
Rodney Cumby
City Manager

Date: _____

Date: _____

SCHEDULE A - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Whenever used in the Agreement and unless the context otherwise requires, the following terms have the following meanings:

“Advanced Contribution” means the first disbursement of the Grant Amount, disbursed in advance of the Recipient having incurred sufficient Eligible Costs to request reimbursement from FCM, as set forth in Schedule C to the Agreement;

“Business Day” means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

“Confidential Information” has the meaning ascribed thereto in Section 8.3 of this Schedule A;

“Contribution” means each individual disbursement of the Grant Amount, as set forth in Schedule C;

“Eligible Costs” means the costs described in Schedule B of the Agreement, for which the Recipient may use the Grant;

“Expense Claim” means the expense claim in the form of the Project Workbook;

“FCM’s Accessibility Guidelines” means the FCM guidelines to be followed by the Recipient, or the consultant hired by the Recipient, when preparing the Project Progress Report(s), Project Completion Report and Final Deliverable, to ensure that such reports are accessible to people with disabilities;

“Final Contribution” means the last disbursement of the Grant Amount. In the event that the Recipient receives the Grant Amount in a single contribution, FCM will advance the Grant Amount through the Final Contribution;

“Final Deliverable” means the final version of the plan or the final version of the report summarizing the results and activities undertaken in conducting the study or the pilot project, as applicable, as described in Schedule C;

“GAAP” means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

“Material Change” means any change to the description of the Project, forecasted Eligible Costs or particulars of the sources of funding, all as set forth in Schedule C;

“Project” means the plan, feasibility study or pilot project, as applicable, as described in Schedule C;

“Project Workbook” means the form of electronic spreadsheet provided by FCM to the Recipient, as amended by FCM from time to time, to be completed when providing information updates or submitting a Request for Contribution to FCM; and

“Request for Contribution” means the request for Contribution, in the form of Schedule D.

2. GRANT

2.1 **Grant Purpose** - FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project (“Grant”).

2.2 **Grant Amount** - Subject to and in accordance with the terms and conditions of the Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs the maximum amount in Canadian Dollars (the “Grant Amount”), set forth in Schedule C of the Agreement. In the event that, if the aggregate amount of funding received or to

be received from all sources of funding, other than the Recipient, as set forth in Schedule C of the Agreement or as updated in the Project Workbook (all as determined and calculated by FCM) is greater than the total costs incurred by the Recipient in respect of the Project, as evidenced by the delivery of documentation establishing Eligible Costs, then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

- 2.3 Grant Expiration Date – In the event that the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term, then FCM may, at its sole and absolute discretion terminate any further requirement to make the Contribution(s), set forth in Schedule C.
- 2.4 Grant Disbursement – FCM will disburse the Contribution within 30 days of confirming that the Recipient has met all of FCM's conditions, to FCM's satisfaction.
- 2.5 Advanced Contribution – FCM will inform the Recipient, before signature of the Agreement, whether it is eligible for an Advanced Contribution, all as determined in FCM's sole and absolute discretion. In the event that the Recipient is eligible for an Advanced Contribution, FCM will disburse the Contribution within 30 days of receiving from the Recipient, a signed Agreement and a completed copy of FCM's Electronic Funds Transfer form, identifying the bank account where FCM should disburse the Advanced Contribution. The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Advanced Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Advanced Contribution. If any confirmation, information or documentation provided to FCM is not true and correct, or if any act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or the Project or any of its other obligations that are material to the Recipient has occurred, the Recipient will immediately notify FCM prior to the making of the Advanced Contribution.

3. OBLIGATIONS OF THE RECIPIENT

Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it: (i) shall use the Grant solely for expenditures that are Eligible Costs; (ii) shall carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project; (iii) shall carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices; (iv) shall maintain industry standard insurance coverage which shall include general liability insurance; (v) shall not make any Material Change to the Project or in the nature or scope of its legal status; and (vi) shall not sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part with the Grant, except if previously approved by FCM as described in Schedule C.

4. ELIGIBLE COSTS

Expenses that are eligible for partial reimbursement by FCM must be: (i) invoiced directly to the Recipient; (ii) incurred after the date set forth in Schedule C; (iii) an integral and an essential component of the Project and required to help achieve the environmental objective of the Project; and (iv) actually and reasonably incurred in accordance with applicable industry standards.

5. RECORD-KEEPING and AUDIT

- 5.1 Record-keeping – The Recipient shall: (i) maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP; and (ii) **safekeep all such records for at least seven (7) years after the end of the Term.**
- 5.2 Audit – The Recipient shall: (i) upon FCM's request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and records relating to the Project and permit FCM to communicate directly with, including the receipt of information

from, its external auditors regarding its accounts and operations relating to the Project; (ii) permit FCM to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with the Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit; and (iii) permit the Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, to inspect the terms and conditions of the Agreement and any records and accounts respecting the Project and to have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

6. ONGOING INFORMATION REQUIREMENTS

The Recipient shall provide to FCM the following information, in form and content satisfactory to FCM: (i) a Project Progress Report in the form of Schedule E within thirty (30) days of FCM making such requests; (ii) prompt notice of any proposed change in the nature or scope of its legal status; (iii) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under the Agreement or the Project or any of the Recipient's other obligations that are material to the Recipient; (iv) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or in respect of the Project or any of the Recipient's other obligations that are material to the Recipient; (v) immediate notice of the occurrence of any breach of any term or condition of the Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and (vi) such other information as FCM may from time to time reasonably request from the Recipient by notice to the Recipient.

7. COPYRIGHT

7.1 Copyright – Copyright in all reports, documents and deliverables prepared in connection with the Agreement and set out in Schedule C, by or on behalf of the Recipient (the “**Recipient Documentation**”) will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in this Article 7.2, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient. In the event that the Recipient receives a copyright license to the Recipient Documentation, such license shall include a complete waiver in favour of the Recipient of all non-assignable rights (including moral rights) that may exist in the Recipient Documentation.

7.2 License - The Recipient hereby grants to FCM an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, license, to use, reproduce, distribute, adapt, change formats, display, publish, make improvements to, sub-license, translate and copy in any manner the Recipient Documentation. This license shall survive the expiration or termination of the Agreement.

7.3 Interview – FCM shall hold all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Recipient shall ensure that any person designated by the Recipient to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual's image, including but not limited to posting the Interview on a public website.

8. PUBLIC RECOGNITION, COMMUNICATION, CONFIDENTIALITY

8.1 Public Recognition – The Recipient shall incorporate the following language into the Project Completion Report and the Final Deliverable:

“© 20XX, City of Corner Brook. All Rights Reserved.

This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding

this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

- 8.2 **Communication** – The Recipient shall comply with FCM's bilingual communication requirements until the date that is five (5) years following the Final Contribution and shall: (i) cooperate with FCM, who will lead the preparation and issuance of a news release announcing GMF funding for the Project and/or the coordination of a public announcement attended by FCM and the Government of Canada; (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such promotional events; (iii) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project; and (iv) cooperate with FCM in preparing one or more educational interviews, if required by FCM, showcasing the Project, that may be posted on FCM's public website or through other social media tools and made available through other mediums and in various formats (the "**Interview**").
- 8.3 **Confidentiality** – All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with the Agreement and expressly identified as confidential thereby, including, without limitation, the terms of the Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder. The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.
- 8.4 **Two versions of confidential reports** - The Recipient shall provide two versions of any Project Progress Report, Project Completion Report or Final Deliverable that might contain Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM's public website and/or made available through other social media websites or tools and otherwise made available to interested third parties.

9. REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants that: (i) it is duly established under the laws of the Province or Territory set forth in Schedule C of the Agreement and has the legal power and authority to enter into, and perform its obligations under, the Agreement and the Project; (ii) the Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms; (iii) neither the making of the Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constituting documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; (iv) it is not subject to any restructuring order under any applicable statutory authority; (v) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under the Agreement; and (vi) the Recipient has the right to grant the copyright license set out in Article 7 of this Schedule A.

10. TERMINATION OF THE AGREEMENT

(a) FCM may terminate this Agreement: (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach; (ii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; (iii) if the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term; (iv) if control and charge over the administration of all the affairs of the Recipient are vested in any person other than the Recipient; (v) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient; and (vi) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.

(b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

11. EFFECT OF TERMINATION

(a) If this Agreement is terminated pursuant to Article 10, the Recipient may be: (i) reimbursed for all or a portion of the Eligible Costs they have incurred in relation to the Project up to the effective date of termination; and (ii) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination.

(b) The rights contained in Sections 11(a) are subject to FCM's sole discretion and satisfaction, taking into consideration the Recipient's out-of-pocket Eligible Costs incurred and results reported by the Recipient in connection with the Project. In addition, FCM may take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Recipient.

12. SAVING OF RIGHTS

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under the Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

13. APPROPRIATIONS

Notwithstanding FCM's obligation to make any payment under the Agreement, this obligation does not arise if, at the time when a payment under the Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under the Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

14. NO BRIBES

The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain the Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

15. RELEASE AND INDEMNIFICATION

15.01 Acknowledgment - The Recipient acknowledges and agrees that (i) the Recipient shall be solely and fully responsible for the Project or any element thereof; (ii) by accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM; and (ii) FCM shall not be responsible in any way whatsoever for the Project or any element thereof.

15.02 Release - the Recipient releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Recipient or its property in any way relating to this Agreement and/or the Project.

15.03 Indemnification - The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "Claim"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.

15.04 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Documentation infringes any intellectual property right and the Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

15.05 FCM's Limited Liability – In no event shall FCM, including its directors, officers, employees and agents, be liable under the Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased cost of work, or any claims or demands against the Recipient by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not FCM, including its directors', officers', employees' and agents' liability for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Grant Amount that was disbursed under the Agreement. The Agreement shall not create for nor give to any third party any claim or right of action against FCM.

15.06 Further Assurances - The Recipient shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to the Agreement or to make any recording, file any notice or obtain any consent.

16. GENERAL

16.01 Notices and Requests – Any notice, document or other communication required to be given under the Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule C. The notice shall be deemed to have

been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

- 16.02 Relationship of the Parties - The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and the Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 16.03 Amendment - Any amendment of any provision of the Agreement, including the Schedules, must be in writing and signed by both Parties.
- 16.04 Choice of Language - It is the express wish of the Parties that the Agreement and any related documents be drawn up and executed in English. Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- 16.05 Governing Law - The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 16.06 Choice of Forum - The Parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to the Agreement shall be a court of competent jurisdiction located in the Province of Ontario, City of Ottawa.
- 16.07 Effectiveness - The Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until the Agreement has been terminated in accordance with Article 10, whichever shall first occur.
- 16.08 Successors and Assigns - The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under the Agreement without the prior written consent of FCM.
- 16.09 Severability - If any provision or clause of the Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- 16.10 Waiver of Rights - Except as expressly provided in the Agreement, any waiver of, or consent to depart from, the requirements of any provision of the Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Party to exercise, and no delay in exercising, any right under the Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 16.11 Entire Agreement - The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.
- 16.12 Headings - Headings are included in the Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.
- 16.13 Gender and Number - All references in the Agreement to the masculine gender include the feminine gender; and all references to the singular include the plural and vice versa.
- 16.14 Counterparts - The Agreement may be executed and delivered (including by email transmission or by protocol document format ("PDF")) in one or more counterparts and, each of which when executed shall be deemed an original, but both of which together shall constitute one and the same agreement.

16.15 Survival - The provisions pertaining to Article 5, Article 7, Article 8, Article 15 and this Article 16, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of the Agreement.

SCHEDULE B – ELIGIBLE AND INELIGIBLE COSTS TABLE

<p>Expenses that are eligible for partial reimbursement or for an Advanced Contribution must be:</p> <ul style="list-style-type: none"> incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM). invoiced directly to your organization. an integral and an essential component of the initiative required to achieve the environmental objective. actually and reasonably incurred in accordance with applicable industry standards. Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort. <p>FCM reserves the right to audit financial statements or expenses incurred at a future date. Please keep financial accounts and records, including but not limited to contracts, invoices, statements, receipts, timesheets, and vouchers, for at least seven years. Financial records must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.</p>		
Cost Category	Eligible Costs	Ineligible Costs
Section A: Costs incurred prior to date application received by FCM		
(1) Pre-application	Costs to write the GMF application incurred up to 90 days prior to application receipt date	All other costs incurred prior to application receipt date
Section B: Costs incurred after date application received by FCM		
(2) Administrative	Administrative costs that are directly linked to and have been incurred for the Project, such as: <ul style="list-style-type: none"> communication costs (e.g. long-distance calls) permits or certifications required for the Project printing or photocopying by outside suppliers acquisition of documents used exclusively for the project document translation 	Office space, supplies and general overhead costs incurred in the ordinary course of business.
(3) Advertising	Advertising costs essential to communicating the project to the public, as well as Project evaluation such as: <ul style="list-style-type: none"> fees for advertising development fees for media distribution website development public surveys 	<ul style="list-style-type: none"> Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the Project Promotional items
(4) Capital (Pilot Projects Only)	Rental or purchase of equipment or assets which are essential for conducting the small-scale activity. This would include specialized system hardware and software, construction costs, materials, renovation and modernization costs, and installations costs	<ul style="list-style-type: none"> Any major capital costs Purchase or lease of real property
(5) Equipment rental	Rental of tools and equipment.	Rental of tools or equipment related to ongoing or other business activities.
(6) In-kind	N/A	Any goods and services that are received through donation or in-kind.



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(7) Meetings and public gatherings	Costs related to meetings and public gatherings that communicate the project to the public and that collect feedback, such as: <ul style="list-style-type: none"> • facility rental • audiovisual equipment rental 	Any hospitality expenses such as: <ul style="list-style-type: none"> • food, drink and alcohol • door prizes • entertainment • decorations, flowers, centrepieces
(8) Services	Fees for professional or technical consultants and contractors.	Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by the Government of Canada.
(9) Staff remuneration	<p>Daily rates actually paid by the Eligible Recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs:</p> <ul style="list-style-type: none"> • direct salaries: actual and justifiable sums paid by the Eligible Recipient to employees in accordance with the Eligible Recipient's pay scales as regular salary excluding overtime pay and bonuses. • fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ol style="list-style-type: none"> a) time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and b) paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits <p>N.B. For private sector entities only, as determined by FCM, the value of the total staff remuneration cannot exceed 10% of the Project's Eligible Costs.</p>	<ul style="list-style-type: none"> • In-kind contribution of services • Overtime pay • Bonuses/performance pay • Fringe benefits such as: sick days, pension plan, maternity leave, parental leave, any other fringe benefits not listed as eligible • Costs related to ongoing or other regular business activities and not specifically required for the Project. • Staff wages while receiving training or attending learning events. • Professional membership fees or dues. • Staff remuneration for which a grant or contribution are provided by or committed to be provided by the FCM. This includes funding provided or committed through Climate Change Staff Grants from FCM's Municipalities for Climate Innovation Program.
(10) Supplies and materials	Supplies and materials that are specifically needed to undertake the project.	Costs related to ongoing or other business activities, and not a specific requirement of the Project.
(11) Transportation, shipping and courier charges	Transportation costs for delivery of materials and services essential for the Project.	Any transportation expense related to ongoing or other business activities.
(12) Travel and accommodation	Travel and project associated expenses for you and consultants to the extent that the	<ul style="list-style-type: none"> • Travel and associated expenses of a partner in the Project.



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	travel and accommodation rates comply with Treasury Board of Canada guidelines.	<ul style="list-style-type: none"> Travel, accommodation and fees to attend conferences, missions, trade shows, etc.
(13) Taxes	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which your organization is eligible for rebate (provincial, territorial or federal).

SCHEDULE C – RECIPIENT’S SPECIFIC TERMS AND CONDITIONS

1. PROJECT

The Recipient is receiving the Grant Amount to perform the following project:

The City of Corner Brook (population: 19,547) will partner with Corner Brook Pulp and Paper to assess the opportunities to co-treat municipal and paper mill effluent (wastewater) in a combined process. Currently there is no treatment for most municipal wastewater in Corner Brook, which is discharged directly into the Humber Arm marine environment. The industrial effluent from the mill is currently treated through an activated sludge process. Corner Brook Pulp and Paper approached the city to study the feasibility of treating both effluents together for a net benefit to the city, the mill and the environment.

Studying co-treatment with the mill will determine whether true synergies would exist through working from a shared facility instead of two separate wastewater treatment plants. The scale at which co-treatment is proposed needs technical assessment to thoroughly understand the opportunities and risks. To that end, this study will investigate three different technical options for combining the two facilities. It will evaluate which option is most cost-effective and whether the effluent will meet the new environmental standards. The co-treatment technical options are as follows: 1) separate wastewater treatment plants on the same site with separate or combined effluent; 2) a mill wastewater treatment plant with mill effluent polishing at the city’s wastewater treatment plant; or 3) a fully combined wastewater treatment plant.

If implemented, the project will bring both municipal wastewater and the paper mill’s effluent within national environmental standards, resulting in significant improvements to the water in the Humber Arm.

Innovative aspect(s):

- The flow rate of municipal and industrial sewage are roughly the same in Corner Brook. In most other examples of co-treatment, the industrial wastewater flow rate is much higher than that of the municipal stream. This study will help determine the feasibility of co-treatment where there is a more even ratio of municipal wastewater flow.
- Co-treatment of municipal and industrial effluent would generate energy efficiencies due to reduced operating and equipment costs as well as the use of sludge as fuel. Approximately 3,000 wet tonnes of sludge per year are anticipated to be diverted from landfill and burned as fuel. Co-treatment would also eliminate the need to develop a new green site by utilizing the existing pulp mill area. It would also result in improved storage and process efficiencies with a combined effluent and one outfall.

Replicability:

- Partnering of municipalities and industry in the treatment of wastewater is not a common practice in Canada but it is one with significant potential. This study will provide a template and base information for other jurisdictions to pursue their own initiatives on co-treatment of wastewater.
- The results of the study will be disseminated through presentations at municipal and industry conferences. If co-treatment is found to be feasible in Corner Brook, this information could be useful to other communities with mill wastewater volumes comparable to their municipal flows.

2. PROJECT COSTS

The forecasted Eligible Costs that the Recipient included in its GMF funding application:



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WORK PLAN AND BUDGET				
Milestones	Cost Category	Eligible Cost (\$)	Ineligible Cost (\$)	Total Cost (\$)
Milestone 1: Complete study for co-treatment of municipal and mill wastewater	Start date:	08/2020	End date:	02/2021
1. Analyse data provided by CBPPL, including flows, proposed future changes, production cycle and effluent data.	(8) Services	\$5,000	\$0	\$5,000
2. Review existing mill capacity.	(8) Services	\$10,000	\$0	\$10,000
3. Regulatory review existing and proposed regulations.	(8) Services	\$2,500	\$0	\$2,500
4. Discussion with stakeholders on views and priorities regarding ownership, future impacts, and priorities.	(8) Services	\$2,500	\$0	\$2,500
5. Investigate and develop three technical options for combining the two treatment plants.	(8) Services	\$20,000	\$0	\$20,000
6. Develop preliminary design schematics and cost estimates of preferred option	(8) Services	\$10,000	\$0	\$10,000
7. Prepare report summarizing items 1-6.	(8) Services	\$10,000	\$0	\$10,000
8. Present report to the City and CBPPL and gather their feedback.	(8) Services	\$2,500	\$0	\$2,500
Milestone 1 Subtotal				\$62,500
Milestone 2: BioWIN Wastewater Model Confirmation	Start date:	03/2021	End date:	06/2021
1. Literature review to identify appropriate rate constants and model inputs for combined treatment elements	(8) Services	\$5,000	\$0	\$5,000
2. Sampling program to characterize wastewater	(8) Services	\$20,000	\$0	\$20,000
3. Prepare BioWIN model of preferred mill-based option and run model to confirm treatment performance	(8) Services	\$25,000	\$0	\$25,000
Milestone 2 Subtotal				\$50,000
Milestone 3: Preparation of final report and presentation to Council	Start date:	07/2021	End date:	08/2021
1. Preparation of final study report.	(8) Services	\$0	\$0	\$0
2. Presentation of study findings to Corner Brook City Council.	(7) Meetings and public gatherings	\$0	\$0	\$0
3. Submission of final report and contribution request to FCM.	(8) Services	\$0	\$0	\$0
Milestone 3 Subtotal				\$0
Subtotal – All Phases		\$112,500	\$0	\$112,500
Total Eligible Costs			\$112,500	

Contingency Costs: Have you included room for contingencies in some or all of your task costs? Please explain.

Expected cost for the study includes any fees, expenses and contingencies.

FCM will only reimburse costs incurred after May 29, 2020, except for costs incurred to write the application, which are eligible for reimbursement if incurred after February 29, 2020.

3. PROJECT SOURCES OF FUNDING

The funding for the Project is planned as:

Funding Source	Description	Date Confirmed	Amount	Percentage of Total Budget
Green Municipal Fund	Grant	November 1, 2020	\$56,200	50%
City of Corner Brook	Cash	May 26, 2020	\$56,300	50%
TOTAL			\$112,500	100%

4. GRANT AMOUNT

The Grant Amount, described in Article 2 of Schedule A, shall be equal to the lower of:

- (i) the sum of fifty-six thousand two hundred dollars (\$56,200); or
- (ii) fifty percent (50%) of Eligible Costs.

5. GRANT DISBURSEMENTS

The obligation of FCM to disburse the Grant to the Recipient, is subject to the Recipient fulfilling the applicable conditions of Contribution set forth below, to the satisfaction of FCM, in its sole and absolute discretion.

Payment and reporting table: The forecasted Contribution(s) amounts (\$), reporting requirements and reporting dates as agreed upon by the Parties prior to Agreement signature.

Contribution(s) and Deliverable(s)	Expected date of Contribution		The Contribution shall be equal to:
Advanced Contribution #1	Within 30 days of executed Agreement + receipt of void cheque and EFT		\$ 39,300
<ul style="list-style-type: none"> Executed Grant Agreement Void Cheque Electronic fund transfer (EFT) form 			
Contribution(s) and Deliverable(s)	Approximate Date of Submission	Approximate Date of Contribution	The Contribution shall be equal to the lesser of:
Progress Report #1	At FCM's Request	n/a	n/a
<ul style="list-style-type: none"> Schedule E – Project Progress Report Evidence that Milestone 1 was completed: Complete study for co-treatment of municipal and mill wastewater Updated Project Workbook <ul style="list-style-type: none"> Sources of Funding Payment and reporting table Expense Claim Additional conditions: None 			
Final Contribution	August 1, 2021	September 1, 2021	<ul style="list-style-type: none"> \$56,200 less the amount of previous Contribution; or 50% of Eligible Costs then incurred by the Recipient less the amount of previous Contribution
<ul style="list-style-type: none"> Schedule D – Request for Contribution Schedule F – Project Completion Report Evidence that Milestones 2 & 3 were completed: Completion of wastewater 			

model using BioWIN & Completion of Final Feasibility Study <ul style="list-style-type: none"> Updated Project Workbook <ul style="list-style-type: none"> Sources of Funding Payment and reporting table Expense Claim Final Feasibility Study Report Additional conditions: None 			
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6. JURISDICTION

The jurisdiction applicable to Section 9 of Schedule A of the Agreement is the Province of Newfoundland and Labrador.

7. CRA BUSINESS NUMBER

The Recipient's CRA Business number is 12233 3271.

8. NOTICES

<u>To the Recipient:</u> City of Corner Brook P.O. Box 1080, 5 Park Street Corner Brook, Newfoundland and Labrador A2H 6E1 Attention: James Warford, P. Eng. Manager of Engineering Services <ul style="list-style-type: none"> telephone: 709-637-1626 by electronic mail: jwarford@cornerbrook.com Alternate Contact: Attention: Darren A. Charters, P. Eng. Director of Community, Engineering, Development and Planning <ul style="list-style-type: none"> telephone: 709-637-1541 by electronic mail: dcharters@cornerbrook.com 	<u>To FCM:</u> Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3 Attention: Stephanie Patzer Project Officer for GMF <ul style="list-style-type: none"> telephone: 343-417-0532 by facsimile: 613-244-1515 by electronic mail: spatzer@fcm.ca
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SCHEDULE D – REQUEST FOR CONTRIBUTION TEMPLATE

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: Stephanie Patzer
Project Officer for GMF

The Recipient is requesting the following Contribution:

☐ Final

I am an authorized official of the Recipient and understand that all the information below must be submitted and accepted by FCM, in order to receive the Contribution. I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- The Conditions of Contribution set forth in Schedule C have been met by the Recipient.
- The Project conforms to the description set forth in Schedule C of the Agreement.
- The Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of Canada and of the relevant Province or Territory, in order for the Recipient to enter into and comply with the Agreement and to undertake and complete the Project.
- No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Recipient has occurred.
- The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Contribution.
- All the covenants, conditions and other obligations set forth in the Agreement, including its schedules, and the Project Workbook, to be performed or satisfied by the Recipient before the date that FCM makes the Contribution have been performed or satisfied, to FCM's satisfaction.
- All capitalized terms have the meaning attributed to them in the Agreement.
- If any confirmation, information or documentation provided to FCM is not true and correct, the Recipient will immediately notify FCM prior to the making of the Contribution.
- All expenses claimed:
 - have been submitted through the Expense Claim template, in the Project Workbook;
 - have been incurred and paid, or are to be paid, by the Recipient;
 - were integral and essential components of the Project and required to help achieve the environmental objectives of the Project;
 - were reasonably incurred in accordance with applicable industry standards; and



- are Eligible Costs as per Schedule B, that were incurred after the date set forth in Schedule C.
- I acknowledge and agree that the Recipient's records and accounts in relation to the Project, might be audited.
- I am attaching a completed copy of FCM's Electronic Funds Transfer form to identify the bank account where FCM should deposit the Contribution.

 Name and title of authorized officer of Recipient

 Signature

 Date



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SCHEDULE E – PROJECT PROGRESS REPORT TEMPLATE

VERY IMPORTANT:

Timing: You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

Copyright: If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

Confidentiality: If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

1. **Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
2. **Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Purpose: Your Project Progress Report has two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your Project is proceeding as planned, or to be informed of any unforeseen delays.
2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an Interview with the Project lead.

Content outline: Your Project Progress Report should be approximately **one to two pages long** and include the information below. **Note: You may request a Microsoft Word version of this template from your GMF project officer.**

Project information

GMF number:

Name of funding recipient:

Project title:

Date of Project Progress Report:

1. Project status

- a) Please summarize the activities completed so far and indicate the activities currently in progress, as per Schedule C. **Note:** If you have previously submitted a Project Progress Report (for projects with multiple contributions), your summary should build on the information you included in your previous report.

- b) Have there been any significant changes, or do you anticipate any significant changes, to the scope or costs of the Project as described in the Agreement or in a previously submitted Project Progress Report (if applicable)?
- c) If your initiative is a feasibility study or pilot project, please indicate how the scope will change and, in general terms, how the changes will affect the **environmental benefits** you aim to achieve and the **budget** (e.g. increase or decrease; no precise figures required).
- d) When do you expect to complete the Project (month/year)?

2. Lessons learned to date

- a) Have you begun to implement any new technology or new approach (e.g. full-cost accounting)? Are there any benefits or drawbacks in using this new technology or approach that you have identified to date?
- b) What barriers have you encountered so far and what solutions have you implemented to address them?
- c) If you were planning this type of Project again, what would you do differently, knowing what you know now?
- d) Do you have a Project champion who has been instrumental to the Project to date? If so, please include his or her name, title and contact information, and describe his or her role in the Project.
- e) What advice would you give to someone in another community undertaking a similar project?

3. Photos and materials

FCM includes project photos and links to project materials in GMF case studies, website content, and other vehicles.

- a) Identify and attach any materials resulting from the Project to date that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.

For example, a water metering project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.

- b) Attach any high-quality photographs of the Project if you have taken any to date. Where possible, include photos that feature people in action. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size). For each photo, please include:
 - i) A caption describing what is featured in the photo.
 - ii) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2020, City of Ottawa/Madison Brown).
 - iii) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. **Please request an FCM photo consent form from your GMF project officer.**



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SCHEDULE F – PROJECT COMPLETION REPORT TEMPLATE

VERY IMPORTANT:

Timing: You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

Copyright: Before you submit a report to FCM, make sure you hold the copyright for the report. If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

Confidentiality: If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

1. **Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
2. **Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Please contact your project officer to receive an electronic copy of the Completion Report Template.

Upon completion of the project, a copy of the Final Deliverable must be submitted along with this Completion Report.

FCM will post your report on the [Green Municipal Fund™ \(GMF\) website](#). This is because one of FCM's mandates is to help municipal governments share their knowledge and expertise regarding municipal environmental projects, plans and studies.

How to complete the Completion Report

The purpose of the Completion Report is to share the story of your community's experience in undertaking your project with others seeking to address similar issues in their own communities.

Please write the report in plain language that can be understood by people who are not specialists on the subject. A Completion Report is typically in the range of 5–10 pages, but may be longer or shorter, depending on the complexity of the project.

GMF grant recipients must enclose **final** copies of the Completion Report and the Final Deliverable with their final Request for Contribution. The reports, including all attachments and appendices, must be submitted in PDF format with searchable text functionality. Reports that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms like "draft" or "for internal use only," will not be accepted by GMF. Additionally, reports must be dated. If you have questions about completing this report, please consult GMF staff.

GMF number	
Name of lead applicant (municipality or other partner)	
Name, title, full address, phone, fax and e-mail address of lead technical contact for this study	
Date of the report	

1. Introduction

- a) Who was involved in doing the Feasibility Study, and what are their affiliations? Please include name, title and contact information. Those involved could include municipal staff, engineers and other consultants, a representative from a non-governmental organization, and others.

2. The Feasibility Study

- a) Describe the process that you undertook to make this feasibility study a reality, from concept, to council approval, to RFP, to final deliverable.
- b) What were the objectives of the Feasibility Study (what was it seeking to determine)?
- c) What approach (or methodology) was used in the Feasibility Study to meet these objectives?
- d) Please describe any public consultations conducted as part of the Feasibility Study and their impact on the Study.

3. Feasibility Study Findings and Recommendations

- a) What were the environmental findings related to the options explored in the Feasibility Study? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).
- b) What were the financial findings related to the options explored in the Feasibility Study (for example, results of a cost-benefit analysis, financial savings identified, and so on)? Please provide quantitative results and summary tables of these results (or the page numbers from the Feasibility Study report).
- c) Based on the environmental and financial findings above, what does the Feasibility Study recommend?

4. Lead Applicant's Next Steps

- a) Taking the Feasibility Study's recommendations into account, what next steps do you as the municipality plan to take? What potential benefits or internal municipal improvements would result from these next steps?

5. Lessons Learned

In answering the questions in this section, please consider all aspects of undertaking the Study — from the initial planning through each essential task until the Final Study was prepared.

- a) What would you recommend to other municipalities interested in doing a similar Feasibility Study? What would you do differently if you were to do this again?

- b) What barriers or challenges (if any) did you encounter in doing this Feasibility Study? How did you overcome them?

6. Knowledge Sharing

- a) Is there a website where more information about the Feasibility Study can be found? If so, please provide the relevant URL.
- b) In addition to the Feasibility Study results, has your Feasibility Study led to other activities that could be of interest to another municipality (for example, a new policy for sustainable community development, a series of model by-laws, the design of a new operating practice, a manual on public consultation or a measurement tool to assess progress in moving toward greater sustainability)? If so, please list these outcomes, and include copies of the relevant documents (or website links).

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This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.

Guidelines : Acceptable backup documentation for lead applicant staff time

As outlined in your contract with FCM, FCM reserves the right to audit financial statements or expenses incurred over the course of a project. If your project is selected for an audit by FCM, you must provide supporting documentation for the staff time claimed in the Expense Claim from your Project Workbook. These guidelines are to support you in tracking your staff time and cost from the onset of your initiative.

Please note that staff salaries claimed should include direct salaries and eligible fringe benefits, as described in your contract with FCM (in *Schedule B : Eligible and ineligible costs table*).

As evidence for staff contributions to the project, FCM can accept any of the following formats:

1. Timesheets that include:

- a) Lead applicant name
- b) Name of Project
- c) Hours worked x salary + eligible fringe benefits = total eligible salary cost
- d) Dates of hours worked

Timesheets must be signed by the recipient's finance lead. You can request an optional timesheet template from your Project Officer.

2. Automated report from payroll financial software that includes:

- a) Lead applicant name
- b) Name of Project
- c) Hours worked x salary + eligible fringe benefits = total eligible salary cost
- d) Dates of hours worked

3. A Letter of attestation on letterhead from recipient finance lead that includes:

- a) Lead applicant name
- b) Name of Project
- c) Hours worked x salary + eligible fringe benefits = total eligible salary cost
- d) Dates of hours worked

Green Municipal Fund Plans and Studies Contribution Request Guide

This guide is designed to provide more detail into what the Federation of Canadian Municipalities (FCM) requires to process a contribution request for your (the Recipient) GMF funded Plan, Study or Pilot Project.


What documentation is to be submitted?

- ☐ Schedule D: Form of Request for Contribution signed and dated with conditions met
- ☐ A void cheque to identify the bank account where FCM should deposit the Contribution
- ☐ Deliverables identified in your Payment and reporting table. See tips below for more details.
 - Schedule E: Form of Progress Report (for interim contribution requests)
 - Schedule F: Form of Completion Report (for final contribution requests)
 - Project specific deliverables
 - Updated Project Workbook

Tips for submitting a complete contribution request

Ensure that all conditions listed in the payment and reporting template (Schedule C Section 5) are submitted. This will likely include;

- ☐ Project specific deliverables (e.g. the Final Plan or Study) and a Progress or Completion report
 - Ensure the Progress Report (Schedule E), Completion Report (Schedule F), and the Final Plan or Study are labelled final, dated, in searchable PDF format, and includes all attachments and appendices.
 - Ensure the FCM and Government of Canada funding acknowledgement is included within the documents. This can be found in section 8.1 of the Agreement.
 - Ensure the Recipient has the authority to grant FCM the ability to post the Final Plan or Study on its public website. The Recipient must hold the copyright for the reports required by FCM. FCM cannot accept Final Plans or Studies which contain consultant copyright or confidentiality statements, please contact your project officer should this be an issue.
- ☐ Updated Project Workbook
 - Updated Tab 4 “Sources of Funding” - Update funding partners and funding amounts if your sources of funding partners or amounts were unconfirmed or have changed. If applicable, provide letters of confirmation (template letter can be found [here](#)) from the relevant entities confirming these changes. Letters of confirmation can include council resolutions or third party agreements. If there has been no change leave as is. The total sources of funding should equal the total costs of the budget.
 - Update Tab 5 “Payment and reporting table” – If your project timeline has shifted adjust your approximate date(s) of submission.
 - Update Tab 6 “Expense Claim” – Insert the actual costs spent per task. If actual costs vary significantly from predicted costs insert an explanation in the “recipient comments” column. Note that FCM reserve the right to decide what amounts are to be eligible for reimbursement.

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Recreational Vehicle Regulations, 2019	
Report Information	
Department: Protective Services	Report No:
Presented By: Todd Flynn, Director	Attachments: Survey Question Set
	Meeting Date: Jan. 25 th , 2021

Topic: ATV Survey

Background: In the spring of 2019, the City of Corner Brook revised its Recreational Vehicle Bylaw to permit operation of four-wheeled all-terrain vehicles on designated streets within the City. The original purpose of this designation of streets was to connect the ATV trail system and bring the ATV tourism traffic into the City to avail of its amenities.

Issue: Since its implementation, there have been numerous requests from residents to be able to access the ATV route from their homes to various points in the City. The City would like to gauge the public's reception to an expanded ATV program for the city that may include the designating more streets or zones for ATV operation. The survey will garner information from the public about the 2020 ATV season experience and recommendations for the 2021 ATV season.

Options: The ATV survey will be an online survey administered by the City's Information Officer in consultation with the Director of Protective Services. For anyone who wishes to participate but does not have computer access, a paper copy of the survey can be provided upon request from City Hall front desk reception.

The survey will run from January 26th, 2021 through the month of February. Learnings from the survey will be provided to Council to inform future decision making on the Recreational Vehicle Regulations.

Legal Review: N/A

Governance Implications: Provincial Motorized Snow Vehicles and All-Terrain Vehicle Regulations and the Highway Traffic Act as it relates to operation of all-terrain vehicles on City streets.

Budget/Financial Implications: N/A

Environmental Implications: N/A

Prepared by: Todd Flynn
Director: Todd Flynn

	City of Corner Brook Information Report (IR)
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Date: January 22, 2021
City Manager: Rodney Cumby
Date: January 22, 2021

Additional Comments by City Manager:

The following survey has been created to measure the success of the 2019 and 2020 ATV Road Access program in the City of Corner Brook. The answers are anonymous, and will be compiled to better inform future decisions about the program.

Please complete the survey by February 28, 2021.

- 1. Are you a resident of Corner Brook or a visitor to Corner Brook?**
Resident / Visitor
- 2. Are you an ATV user?**
Y/N
- 3. If you are a visitor, when did you visit?**
June/July/August/September/October/Other month/not applicable – I am a resident
- 4. If you are a visitor, did you visit because of the ATV accessibility?**
Y/N/not applicable - I am a resident
- 5. If you are a visitor, are you from outside the Province?**
Y/N/not applicable – I am a resident
- 6. For residents and visitors, what is the nature of your ATV use?**
personal enjoyment/cabin access/inter-community travel /cross-island travel/ business
- 7. For business owners, how did the ATV program impact your business?**
Positive/Negative/No impact/not applicable - I'm not a business owner
- 8. For business owners, please elaborate on how your business was impacted by the ATV program?**
(open form)
- 9. If the ATV program impacted you negatively, what negatively impacted you?**
Noise/Speeding ATVs/the illegal use of dirt bikes/Other (Please elaborate)/not applicable – no impact
- 10. If the program impacted you negatively, would you support the ATV program if changes were made?**
Y/N/not applicable - no impact
- 11. If you would support the ATV program “with changes”, what changes would you recommend?**
(open form)
- 12. If the ATV program impacted you positively, please let us know how:**
(open form)
- 13. We are considering further expansion of the program to allow more access for residents. Would you support more ATV access from?**
- Sunnyslope area: Y/N

- Townsite area: Y/N
- Humbermouth area: Y/N
- Curling area: Y/N

14. If you said “No” to any of the proposed expansions, why?

(Open form)

15. We are considering a permitting system for residents to enable more access to the designated routes from their homes. Would you support such a system?

Y/N

16. The new permitting system will require administration and permit tag costs. How much would you be willing to pay for a permit?

Less than \$25/\$25-\$50/\$51-\$75/more than \$75

17. The North Shore Highway is a provincial road from which access to the behind Hughes Brook trail network is achieved, but ATV operation along this provincial road is not approved by the province. How important would you say access to this trail network is, to you? 5 is high and 1 is low.

1,2,3,4,5

18. Please tell us what you like about our ATV program:

(open form)

19. Please tell us what you dislike and how we can improve our program:

(Open form)

20. Is there anything else you’d like to tell us about our ATV program?

(open form)

Thank you for your feedback. Any questions can be forwarded to tflynn@cornerbrook.com. These answers will be compiled and forwarded to council for consideration.

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Outdoors Skating Rinks 2021	
Report Information	
Department: City Manager	Report No:
Presented By: Alice Will, Executive Assistant	Attachments:
	Meeting Date: Jan. 25 th , 2021

Topic: Outdoors Skating Rinks 2021

Background: The City is currently exploring options for three temporary outdoor skating rinks at different areas of the city. The City will build these facilities, however we are looking for volunteer groups from the community to run and maintain them. To recognize these efforts, the groups will receive an honorarium of \$1,000.00. Interested groups are encouraged to get in touch at rinks@cornerbrook.com to express their interest.

Prepared by: Alice Will, Executive Assistant
City Manager: Rodney Cumby
Date: January 22, 2021

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: RFD 2020-31 Supply of New Fleet Fueling Equipment	
Report Information	
Department: PWWW	Attachments:
Prepared By: D. Marshall	Council Meeting Date: January 25, 2021

Issue: *Current fueling system at the City's Public Works Depot requires upgrades to ensure the fueling of the City's fleet is done more efficiently.*

Background: *Current fueling system is dated & all recorded information is done by hand by a fuel pump attendant. This new system will eliminate the need for a fuel pump attendant & will eliminate human error in recording fuel usage & fuel mileage. Previously, in 2019, Public Works, Water and Wastewater tendered a new fleet fueling system & bids received were over budget. Since then, it has been re-scoped into this current tender. The tender closed on December 17, 2020 and all compliant bids are listed below (HST extra):*

<i>Petro Service Ltd.</i>	<i>\$27,261.60</i>
<i>Petroleum & Environmental Services Inc.</i>	<i>\$63,250.00</i>
<i>60198 NL Inc/Bob's Electric/Yukon Petroleum</i>	<i>\$68,606.00</i>

Proposed Resolution: Be it **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the bid of \$27,261.60 (HST extra) by Petro Service Ltd for the supply of new fueling system & equipment.

Recommendation: It is the recommendation of staff to accept the bid of \$27,261.60 (HST extra) by Petro Service Ltd for the supply of new fueling system & equipment.

Options:

1. Accept staff's recommendation to purchase new fleet fueling system.
2. Reject staff's recommendation to purchase new fleet fueling system. This option will create inefficiencies in daily operations.

Legal Review: *Legal was not required*

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


Budget/Financial Implications: \$40,000 was budgeted for this item

Environmental Implications: There are no environmental implications.

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: D. Marshall
Director: D. Burden
City Manager: Rodney Cumby
Date: January 4, 2021

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Request of Decision (RFD)</p>
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Subject Matter: Request to Amend Settlement Agreement – 51 Lundrigan Drive	
Report Information	
Department: Finance & Admin	Attachments: Timeline of 51 Lundrigan Drive, Email request from developer, Settlement Agreement dated Oct. 25, 2019, August 31, 2020 agreement
Presented By: Dale Park	Council Meeting Date: Jan. 25, 2021

Issue:

The owner of 51 Lundrigan Drive is requesting to amend the agreement dated August 30, 2020 to extend the deadline to develop the land located at 51 Lundrigan Drive from Dec. 31, 2020 to the spring of 2021.

Background:

There first purchase and sale agreement was signed in October 2014 and the developer was unable to close on the land.

Therefore a new purchase and sale agreement was signed in October 2019 and closed October 7, 2019. The developer violated the terms of this agreement which the City decided to invoke it right to take back the land. The City was advised that the violation was made in error, so the City and developer decided to go with a settlement agreement.

In June 2020 the City and the developer agreed to a settlement that required the building to be 100% completed and an Occupancy Permit issued by the City on or before December 31, 2020. This agreement was signed August 31, 2020.

On December 7, 2020 the developer requested to amend the settlement agreement by extending the deadline to finish the building and obtain an occupancy permit to the spring of 2021.

As of December 31, 2020 no development has occurred, other than grubbing and partial backfilling that had previously been completed before the signing of the settlement agreement. This development has been ongoing for the past 6 years and the City has made multiple concessions to allow the development of this land. The Lundrigan Drive Industrial Park is highly sought after and there have been other developers who expressed interest in this land.

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

Staff recommends Council to reject the request to amend the agreement to allow an extension to the spring of 2021.

It is RESOLVED to reject the request to amend the settlement agreement dated Oct. 25, 2019 to allow an extension to the Spring of 2021

Options:

1. Approve the extension request to the Spring of 2021
 - a. Development will proceed and additional tax revenue
2. Reject the extension request and enforce the terms of the settlement agreement
 - a. Land becomes available to other potential developers

Governance Implications:

Budget/Financial Implications: The City receives revenues from the sale of the land, but it is more important to see the land developed to create economic opportunities, and to generate property and business taxes.

Prepared by: Brandon Duffy
Director: Dale Park
City Manager:
Date: January 21, 2021

Additional Comments by City Manager:

Timeline of Purchase and Sale Agreement at 51 Lundrigan Drive

Date not provided- Application Requesting Information on City Land received by City Hall.

October 20, 2014 Purchase and Sale Agreements signed by Developer

October 22, 2014 Letter to Resident approving for grubbing and the placement of fill

October 24, 2014 Purchase and Sale Agreements signed by City

October 24, 2016 Closing for Purchase and Sale Agreement, No permits has been issued

February 12, 2018 Email to resident requesting status of Purchase and Sale Agreement

February 12, 2018 Phone call from Resident advising me the Purchase and Sale Agreements should be closed within a month

March 9, 2018 Letter sent to Developer to finalize the sale within 30 Days

March 25, 2018 Drawings received from Developer

March 26, 2018 Email to Developer's drafter stating there is no details to complete a review

July 16, 2018 Email to Developer looking for drawings

August 1, 2018 Drawing received from Developer

August 6, 2018 Email to developer requesting building application with \$50 fee

August 8, 2018 Email to Developer with attached signed PSA and closing statement

January 1, 2019 Email to Developer stating final review won't take place until he finalized the transaction

January 15, 2019 Email to Developer informing him to close or the file will be closed and canceled

January 18, 2019 Email from Developer informing he will be out office until Feb. 2, 2019

May 2, 2019 Email to Developer looking for land deposit

May 2, 2019 Email from Developer saying he will have the deposit in a couple of weeks

May 14, 2019 Letter to Developer to pay deposit by May 24, 2019

May 27, 2019 deposit of \$2,500 received

July 3, 2019 Email from Development with pictures of land

July 19, 2019 Letter to Developer to remove any belongings off the land by July 26, 2019

July 22, 2019 Developer called the Director asking for more time

July 22, 2019 Email to Developer from the Director showing timeline of sale

August 23, 2019 New PSA and Closing Statement emailed to Developer

September 17, 2019 Email to Developer advising him to not to dump or develop the land until he acquired the land

September 17, 2019 Email from Developer advising me he will have the money to me by Sept 27

September 18, 2019 Email to Developer advising me that the placement of fill permit was issued in 2016 and expired in 2016

September 18, 2019 email to the Developers Lawyer and cc Developer PSA

September 20, 2019 Email to Developer from development advising Developer of deficiencies of site plan and forwarded to Developers Drafter

September 27, 2019 Email from Developers Lawyer office requesting extension to Oct 4

September 27, 2019 Extension accepted to October 4, 2019

September 30, 2019 Email from Developers Lawyers Office requesting draft deed

October 2, 2019 Draft deed sent to Developers Lawyers Office

October 2, 2019 signed PSA received from Developers lawyers Office and requested to amend the deed to add another person and forwarded to City Solicitor and the Director

October 2, 2019 Email to Developers Lawyer's Office advising the City will not amend the deed or PSA

October 4, 2019 Email from Developer's Lawyer Office advising the Deed and PSA will remain in Developers name

October 4, 2019 \$34,875 cheque received from Developer Lawyers Office

October 7, 2019 signed deed & PSA hand delivered to Developers Lawyers Office

October 10, 2019 Permit picked up by Developer

October 11, 2019 Letter set to Developers Lawyers Office for Developer violation of the Term of the PSA and City invoked to re-purchase land

October 11, 2019 second deed was made in error and the land will remain in developer's name

November 4, 2019 Request from Developers Lawyers Office to mortgage the property

November 18, 2019 Email to Developers Lawyer from City Solicitor discussing settlement agreement

November 20, 2019 Email to City Solicitor from Developer's Lawyer agreeing with City Solicitor previous email and requested to lift stop work order

November 20, 2019 Email from City Solicitor to the Developers Lawyer requesting for the Developers Lawyer to provide wording for settlement agreement

November 21, 2019 Email from the Developers Lawyer to City Solicitor proving request wording

November 21, 2019 Email from City Solicitor to the Developers Lawyer proposed change to The Developers Lawyers wording

November 28, 2019 Email to the Developers Lawyer from the City Solicitor advising this will be brought to Dec 9 briefing

December 19, 2019 Email from Developer with letter attached

December 20, 2019 Email from a member of Council to the Developer requesting to set up meeting

January 7, 2020 set up meeting for Jan 14/2020 at 10am-11am

January 7, 2020 email from Developer to change meeting date to Jan 21, 2020 @ 1pm and requested a reminder on Jan 20/2020

January 13, 2020 Council voted to enforce the terms of the purchase and sale agreement and take back the property

January 20, 2020 Email reminder to Developer for meeting

January 21, 2020 Meeting with Developer, Director, a Member of Council and Supervisor of Land Management, Developer to submit letter to bring back to council

January 24, 2020 Email to Developer explaining the proposed settlement agreement was only one of the options presented to council

January 30, 2020 Email to developer advising Land Management was in training and had limited access to calls and asking to correspond by email

February 11, 2020 Email to developer advising City hasn't received the letter and gave developer a deadline to Feb. 14, 2020

February 11, 2020 Email from developer with letter attached

February 11, 2020 Letter forwarded to the Director

February 17, 2020 Council Briefing discussing to enforce the original agreement or to amend the agreement

February 19, 2020 Draft letter send to City Solicitor for review

March 2, 2020 revised letter received back from City Solicitor, and trying to located other developer

March 26, 2020 Email from developer looking for update

April 7, 2020 Informed developer that discussion is still ongoing

April 15, 2020 Asked the developer for the other developers address, got address from developer same day

April 23, 2020 registered letters send to the 2 developers

April 24, 2020 developer requested all information from day one

April 27, 2020 Information request sent to City Solicitor and she advised treat it like a ATIPPA request

May 1, 2020 Letter from Developers Lawyers Law Office requesting meeting, forwarded to Director

May 5, 2020 documents sent to City Clerk and City Solicitor for review

May 8, 2020 documents sent to developer

May 20, 2020 Meeting developer and his Lawyer

May 21, 2020 Email from Developer's Lawyers Office outlining developers proposal

June 5, 2020 settlement agreements sent to developer's lawyer

June 18, 2020 draft document received back from developers lawyer and sent to City Solicitor for review

June 22, 2020 comments from City Solicitor

August 6, 2020 received signed release from other developer and draft mortgage from Developers Lawyers Office and sent to City Solicitor for review

August 10, 2020 Reviewed by City Solicitor and changes made to draft mortgage

August 12, 2020 email to Developers lawyer from City Solicitor outlining revised mortgage

August 28, 2020 revised settlement agreement received from developer's lawyer

August 31, 2020 revised settlement review by City Solicitor and confirmed with developers lawyer agreement was fine

September 1, 2020 settle agreement signed by both parties

September 2, 2020 Permit ready and developer was informed

October 1, 2020 email to developers lawyers looking for original mortgage document

October 6, 2020 received mortgage

December 7, 2020 email from developer requesting extension

December 8, 2020 informed developer that his request will be brought to Council for a decision

December 8, 2020 email from developer stating he has a plan to submit and to install foundation in 2021

January 12, 2021 Email to developer to stating his request will be brought to Council Jan. 25, 2021

1

THIS INDENTURE made at the City of Corner Brook, in the Province of Newfoundland and Labrador, Canada, this 31st day of August, 2020.

BETWEEN: **RICK REID**, of Humber Valley Resort, in the Province of Newfoundland and Labrador, Canada, hereinafter called the "Mortgagor"
of the One Part

AND **CITY OF CORNER BROOK** and **CORNER BROOK CITY COUNCIL**, municipal corporations established under the City of Corner Brook Act RSNL 1990, c. C-16, hereinafter called the "Mortgagees"
of the Other Part

WHEREAS the Mortgagor and the Mortgagees entered into a Settlement Agreement dated the 25th day of October, 2019, a copy of which is annexed hereto as Schedule "B", which Schedule forms part and parcel of these presents.

AND WHEREAS the Mortgagor, at the request of the Mortgagees, has agreed to execute these presents as a collateral security in the form of a first mortgage to the Mortgagees in the amount of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) (the "Principal Sum") for performance in full of the said Settlement Agreement.

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) of lawful money of the Dominion of Canada in hand well and truly paid by the Mortgagees to the Mortgagor on or before the execution of these presents, the receipt whereof on the part of the Mortgagor is hereby acknowledged, the Mortgagor as beneficial owner, **HEREBY ASSIGNS, CONVEYS AND MORTGAGES** unto the Mortgagees **ALL THAT** piece or parcel of land being more particularly described in Schedule "A" hereto attached (hereinafter called the "Property")

TOGETHER WITH all buildings and erections thereon and appurtenances thereto,

TO HOLD the said Property with the appurtenances unto the Mortgagees forever subject to the proviso for redemption hereinafter contained,

PROVIDED THAT this Mortgage is taken as collateral security only for the due performance of the said Settlement Agreement and/or any Addendums to the Settlement Agreement, the Purchase and Sale Agreement, or such other written Agreement that may at any time be accepted in writing by the Mortgagees in renewal of or in substitution for the said Settlement Agreement or any part thereof (collectively referred to as the "Settlement Agreement") and none of the rights or

remedies of the holder of the said Settlement Agreement shall be merged in or prejudiced in any way by the acceptance of this Indenture as a collateral security therefor

AND PROVIDED ALSO that this Mortgage shall continue in full force and effect until the said Settlement Agreement has been fulfilled even though the terms of the said Settlement Agreement may hereafter be amended or the debt represented therein renewed, and nothing but the actual performance in full of the said Settlement Agreement to the satisfaction of the Mortgagees shall discharge this Mortgage.

IT IS FURTHER STIPULATED, PROVIDED AND AGREED that:

- (1) In the event of the Mortgagor selling, conveying, transferring, encumbering, or entering into an Agreement for sale, or transfer of title of the lands and premises described in Schedule "A" annexed hereto (the Property), or any portion thereof to a purchaser, mortgagee or transferee, without having first received consent in writing from the Mortgagees, or the Mortgagor fails to comply with any of the timelines for development prescribed in the Settlement Agreement, then any and all remedies available to the Mortgagee under the terms of the Settlement Agreement, including but not limited to the right of reversion, shall be accelerated at the option of the Mortgagees, without presentment, demand, protest or notice of any kind, all of such being hereby expressly waived by the Mortgagor;
- (2) In the event that any legal action should be commenced against the Mortgagor and/or Mortgagees, their heirs, executors, administrators, successors or assigns, in relation to the Property or a lien or encumbrance on the Property, or work done or injuries sustained on or in relation to the Property in any court or tribunal of competent jurisdiction, all monies secured hereunder, together with all accrued interest thereon, shall, at the option of the Mortgagees, forthwith become due and payable;
- (3) The Mortgagees may, at its option, satisfy any encumbrance, lien or charge now or hereafter existing or to arise or be created upon the said Property and all amounts so paid shall be added to the principal sum and be a charge on the Property in the same manner as all other moneys secured and shall bear interest at the same rate and shall be repayable forthwith, and in default of payment, the principal sum hereby secured shall become due and payable and the Mortgagees power of sale may be exercised forthwith;
- (4) upon performance in full of the said Settlement Agreement the Mortgagees shall at the

expense of the Mortgagor execute a discharge of this Mortgage and deliver up to the Mortgagor the Settlement Agreement; and

- (5) the Mortgagor shall make performance in accordance with the provisions of the Settlement Agreement in Schedule "B" annexed hereto, and which forms part and parcel of this mortgage, but shall have the right and privilege of early completion of the development and building requirements set out therein without incurring any prepayment fee or penalty.

AND THIS INDENTURE FURTHER WITNESSETH that for the consideration aforesaid the Mortgagor **HEREBY COVENANTS WITH THE MORTGAGEES** as follows:

- (1) That the Mortgagor will well and truly comply with all provisions of the Settlement Agreement and this Mortgage;
- (2) That the Mortgagor has good title free from all encumbrances to the Property hereinbefore described **AND** that he has the right to convey the said Property to the Mortgagees **AND** that the Mortgagor will execute such further assurances of the said Property as may be requisite **AND** that the Mortgagor has done no act to encumber the said Property;
- (3) That should the Mortgagor default in performance in full of the said Settlement Agreement or be in breach of any of the covenants or provisos contained therein or herein, then in any such event the whole of the principal balance and outstanding interest then due shall ipso facto become due and payable upon demand and the Mortgagor covenants that in the event of such default or breach being made he will peaceably and quietly deliver up possession of the said Property free of all encumbrances to the Mortgagees; and the Mortgagees at their option, may in addition to any remedies they have under the Settlement Agreement, after fifteen (15) days written notice of demand, enter into, hold and enjoy the said lands, or may lease, sell or foreclose on the said lands ; and
- (4) That during the continuance of this security the Mortgagor will pay all taxes, rates, duties and assessments whatsoever, whether municipal, federal, provincial or otherwise now charged or hereafter to be charged upon the Property hereby mortgaged and on demand, produce to the Mortgagee the receipt for same **AND** it is further agreed that if the Mortgagor shall make default in such payment the Mortgagees may, at its discretion, pay such taxes, rates, duties and assessments aforesaid and the expense of so doing shall be a charge on the Property hereby mortgaged in addition to the principal sum and with the said priority and

with interest at the same rate as the said principal sum

It is **HEREBY AGREED AND DECLARED** that:

(1) the expression "the Mortgagor" used in these presents shall include the heirs, executors, administrators, successors and assigns of the Mortgagor, and the expression "the Mortgagees" shall include the successors and assigns of the Mortgagees, and words in the singular include the plural, and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires; and

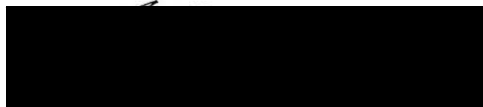
(2) No extension of time given by the Mortgagees to the Mortgagor or anyone claiming under him, or any other dealing by the Mortgagees with the owner of the Property or of any part thereof shall in any way affect or prejudice the rights of the Mortgagees against the Mortgagor or any other person liable for the payment of the money secured by the Mortgage and the Mortgage.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE each with the other:

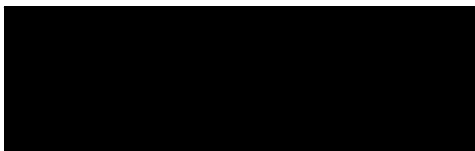
- (1) That these presents shall be null and void upon the complete observance and performance of all covenants, provisos and conditions contained in the Settlement Agreement within the timelines stipulated therein and observance and performance of all covenants, provisos and conditions herein contained; and
- (2) That these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Mortgagor hereto has caused these presents to be executed on the
day and year first before written.

SIGNED SEALED AND DELIVERED
by the Mortgagor, in the presence of:



RICK REID



Witness



SCHEDULE**A**

**DESCRIPTION OF LAND FOR
THE CITY OF CORNER BROOK
Lewin Parkway and Lundrigan Drive
Parcel A**

All that piece or parcel of land situate and being located at Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a survey marker on the northerly limit of Lundrigan Drive, the said point being the most westerly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,421,106.835 and East 342,572.727;

Thence running by land of the City of Corner Brook, north three degrees four minutes thirty-five seconds east (N 3° 04' 35" E) one hundred nine decimal five eight five (109.585) metres to a point;

Thence running by the southerly limit of Lewin Parkway, along a curve having a radius of four hundred ninety decimal zero (490.0) metres, to a point being distant thirty-seven decimal seven three four (37.734) metres, as measured on bearing of south eighty-two degrees five minutes forty-eight seconds east (S 82° 05' 48" E) from the last mentioned point;

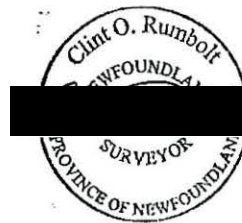
Thence running by land of the City of Corner Brook, Parcel B, south three degrees four minutes thirty-five seconds west (S 3° 04' 35" W) one hundred six decimal four one zero (106.410) metres to a survey marker;

Thence running by the northerly limit of Lundrigan Drive, north eighty-six degrees fifty-five minutes twenty-five seconds west (N 86° 55' 25" W) thirty-seven decimal six zero zero (37.600) metres, more or less to the point of beginning;

Containing an area of zero decimal four zero five (0.405) hectares, more or less, and being more particularly shown as Parcel A on Yates and Woods Limited drawing no. 14380, dated September 29, 2014;

All bearings refer to 3° Grid North (NAD 1983) as referred to the Transverse Mercator Projection for the Province of Newfoundland and Labrador with the Central Meridian at 58° 30' west longitude;

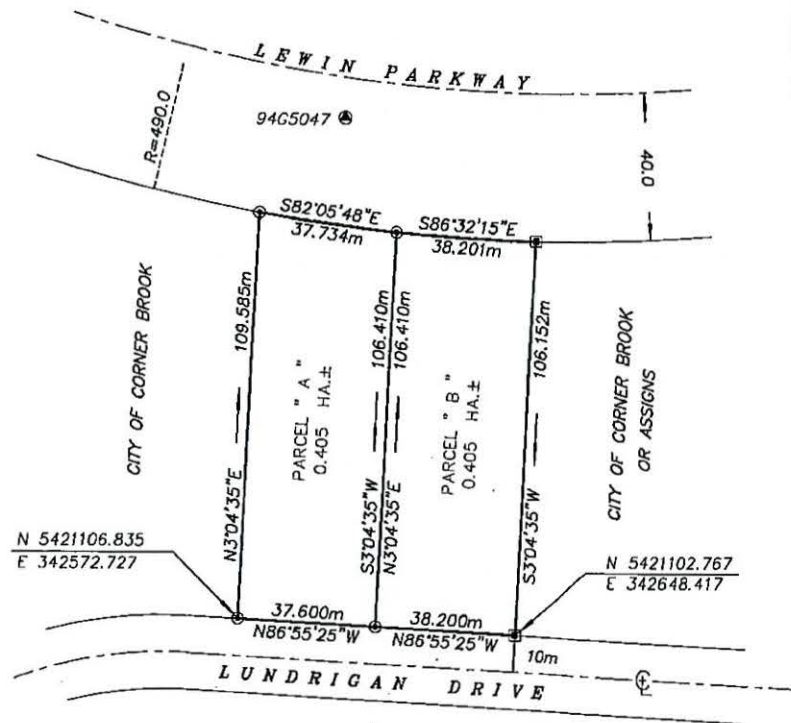
Yates and Woods Limited



Yates and Woods Limited

14380

September 29, 2014



LEGEND

CONTROL MONUMENT	⊙
CAPPED IRON PIN	⊙
FOUND IRON PIN	⊙
PK NAIL	⊙ PK
BOUNDARY LINE	—
POLE OR LIGHT STANDARD	•
HYDRANT	⊙
FENCE POST	FP
FENCE LINES	— x —
GUY WIRE	—
POWER-TELEPHONE LINES	—
EASEMENTS	—
CENTERLINE	— e —

REFERENCE MONUMENTS : 94G5047 N 5,421,242.111 E 342,602.040
(COMBINED SCALE FACTOR : 0.999886)
94G5045 N 5,423,210.728 E 342,977.740

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND
DISTANCES MEASURED IN METERS .

YATES AND WOODS LTD. NEWFOUNDLAND LAND SURVEYORS 53 CARIBOU ROAD CORNER BROOK, NL. A2H 4WB TEL. 639-9177 E-mail: yatewood@nf.aibn.com	
SURVEY PLAN OF LAND FOR THE CITY OF CORNER BROOK, LEWIN PARKWAY & LUNDRIGAN DRIVE CORNER BROOK, DISTRICT OF HUMBER WEST, NL .	
SCALE: 1 : 1500	DWG. NO. 14380 DRAWN BY K B E DATE: SEPT. 29 , 2014



Schedule "B"

SETTLEMENT AGREEMENT

THIS AGREEMENT is made effective as of the 25th day of October, 2019 the "Effective Date").

BETWEEN: CITY OF CORNER BROOK and CORNER BROOK CITY COUNCIL, municipal corporations established under the *City of Corner Brook Act*, RSNL 1990, c. C-15

(hereinafter called the "City")

AND: RICK REID a resident of the Province of Newfoundland and Labrador

(hereinafter called "Reid")

WHEREAS:

- A. The City sold property located at 51 Lundrigan Drive in the City of Corner Brook, Province of Newfoundland & Labrador (the "Property") to Reid;
- B. The purchase and sale agreement for the Property between the City and Reid provided, *inter alia*, that the City has a first option to re-purchase the Property from Reid for the purchase price if Reid should desire to convey the Property prior to completing certain Works on the Property & that Reid should not transfer or encumber the Property for a period of 5 years;
- C. The transfer of the Property from the City to Reid was completed on October 7, 2019 and that same date Reid conveyed an interest in the Property to King without the City's consent;
- D. The City upon learning of the transfer to King gave notice that it was invoking its right to re-purchase the Property;

- E. Reid is desirous of keeping the Property and the City is willing to allow same on the terms and conditions set out below.

NOW THEREFORE in consideration of, among other things, the mutual promises contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Parties agree as follows:

Settlement

1. Reid may retain ownership of the Property on the following conditions:
 - a. Reid shall provide the City with a Deed of Conveyance for the Property duly executed by Gerard Clifton King conveying the Property from King to Reid prior to execution of this Agreement along with a confirmation from Reid that the Property has not been conveyed to any other person or entity prior to execution of this Agreement;
 - b. The building for which building permit #0335-2019 was issued by the City on the 9th day of October, 2019 (the "Building") shall be commenced immediately and 100% complete and Occupancy Permit obtained from the City on or before the 31st day of December, 2020. Since the aforesaid permit was revoked, the City agrees to provide a re-issued permit for the Building at the time of execution & delivery of this Agreement;
 - c. Until the Building is completed and an occupancy permit has been issued by the City for the Building, Reid shall not convey, transfer, assign, mortgage, sell, charge, or otherwise dispose of or encumber the Property or any portion thereof without first obtaining consent from the City, and Reid shall promptly remove from title to the Property any liens, charges, judgments, or other encumbrances that become attached to the Property;
 - d. All municipal taxes & levy's for the Property shall be paid in full on the dates they are due; and
 - e. Public notification of this Agreement shall be made by filing a copy of same on title to the Property with the Registry of Deeds for the Province of Newfoundland & Labrador at the expense of Reid. In addition to the notification of this Agreement, Reid shall also execute a first mortgage for

the Property to the City in the amount of \$32,500.00 in a form satisfactory to the City. The mortgage shall also be Registered with the Registry of Deeds for the Province of Newfoundland and Labrador at the expense of Reid and shall be executed and delivered to the City at the same time as execution and delivery of this Agreement.

2. In the event that any of the aforementioned conditions set out in clause 1 above are breached and/or Reid fails to meet any of the timelines or conditions, the parties agree that the City may buy back the Property from Reid for the sum of Thirty-Two Thousand Five Hundred dollars (\$32,500.00) and that there shall be no claim for compensation or any greater or other sums from Reid, including but not limited to any claim for betterment of or improvements to the Property or for any increase in market value to the Property. Upon being served with notice from the City that it wishes to exercise this buy-back provisions, Reid shall execute any documents as may be expedient or necessary to convey all right, title and interest in the parcel together with all development then completed, back to the City free and clear of all liens, charges and encumbrances within thirty (30) days of having been provided with such notice from the City. Reid shall promptly and at his own expense forthwith remove any liens, encumbrances or other charges that may have been placed against the Property during the time that King &/or Reid owned the Property. Any improvements to the Property and buildings or fixtures that have been added to the Property shall vest in the City without further compensation therefore to Reid.

Non-Waiver

3. Nothing in this Agreement shall be construed as a waiver of any of the City's rights under the Agreement of Purchase and Sale between the City and Reid, which shall remain in full force and effect, except that where there is a conflict between provisions of the two Agreements, this Settlement Agreement shall prevail.

General

4. This Agreement is binding on the City, Reid, and their respective affiliates, successors, assigns, trustees, officers and directors, and heirs.
5. The terms of this Agreement are fully understood and they are contractual and not merely a recital.
6. The Agreement is accepted voluntarily for the purpose of making a full and final compromise and adjustment of all matters outstanding between the Parties in respect of the Property.
7. This Agreement is governed by the law in force in Newfoundland and Labrador and, where applicable, Canada.
8. The Parties irrevocably submit to the exclusive jurisdiction of the courts exercising jurisdiction in Newfoundland and Labrador and any court that may hear appeals from those courts for any proceeding in connection with this Agreement, subject only to the right to enforce a judgment obtained in any of those courts in any other jurisdiction.
9. To expedite the execution of this Agreement, this Agreement may be executed in counterparts and any Party may transmit by fax or email in PDF format to the other Party a copy of this Agreement executed by that Party, the receipt of which shall have the same force and effect as if the original thereof had in fact been delivered at the same time.
10. Any original, fax copy, PDF print copy or photocopy of this Agreement bearing one or more signatures on behalf of a Party shall be admissible against that Party in any legal proceeding as evidence of the execution and delivery of the Agreement by that Party and without the requirement to produce an original executed copy of that document. Each counterpart is an original, but the counterparts together are one and the same agreement.

11. Each party signing this Agreement hereby represents and warrants that he or she is duly authorized to sign this Agreement and that this Agreement will, upon having been so executed, be binding on that Party in accordance with its terms.

EXECUTED AS AN AGREEMENT:

FOR AND ON BEHALF OF THE CITY

[Redacted Signature]

Signature of Witness

[Redacted Signature]

Signature of Witness

JESSICA SMITH

A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My Commission expires on December 31, 2025.

FOR AND ON BEHALF OF PURCHASER

[Redacted Signature]

Signature of Witness

Barrister / NL

[Redacted Signature]

Mayer or Deputy Mayor

[Redacted Signature]

City Clerk or City Manager

[Redacted Signature]

Rick Reid



SETTLEMENT AGREEMENT

THIS AGREEMENT is made effective as of the 25th day of October, 2019 the "Effective Date").

BETWEEN: **CITY OF CORNER BROOK and CORNER BROOK CITY COUNCIL**, municipal corporations established under the *City of Corner Brook Act*, RSNL 1990, c. C-15

(hereinafter called the "City")

AND: **RICK REID** a resident of the Province of Newfoundland and Labrador

(hereinafter called "Reid")

WHEREAS:

- A. The City sold property located at 51 Lundrigan Drive in the City of Corner Brook, Province of Newfoundland & Labrador (the "Property") to Reid;
- B. The purchase and sale agreement for the Property between the City and Reid provided, *inter alia*, that the City has a first option to re-purchase the Property from Reid for the purchase price if Reid should desire to convey the Property prior to completing certain Works on the Property & that Reid should not transfer or encumber the Property for a period of 5 years;
- C. The transfer of the Property from the City to Reid was completed on October 7, 2019 and that same date Reid conveyed an interest in the Property to King without the City's consent;
- D. The City upon learning of the transfer to King gave notice that it was invoking its right to re-purchase the Property;

- E. Reid is desirous of keeping the Property and the City is willing to allow same on the terms and conditions set out below.

NOW THEREFORE in consideration of, among other things, the mutual promises contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Parties agree as follows:

Settlement

1. Reid may retain ownership of the Property on the following conditions:
 - a. Reid shall provide the City with a Deed of Conveyance for the Property duly executed by Gerard Clifton King conveying the Property from King to Reid prior to execution of this Agreement along with a confirmation from Reid that the Property has not been conveyed to any other person or entity prior to execution of this Agreement;
 - b. The building for which building permit #0335-2019 was issued by the City on the 9th day of October, 2019 (the "Building") shall be commenced immediately and 100% complete and Occupancy Permit obtained from the City on or before the 31st day of December, 2020. Since the aforesaid permit was revoked, the City agrees to provide a re-issued permit for the Building at the time of execution & delivery of this Agreement;
 - c. Until the Building is completed and an occupancy permit has been issued by the City for the Building, Reid shall not convey, transfer, assign, mortgage, sell, charge, or otherwise dispose of or encumber the Property or any portion thereof without first obtaining consent from the City, and Reid shall promptly remove from title to the Property any liens, charges, judgments, or other encumbrances that become attached to the Property;
 - d. All municipal taxes & levy's for the Property shall be paid in full on the dates they are due; and
 - e. Public notification of this Agreement shall be made by filing a copy of same on title to the Property with the Registry of Deeds for the Province of Newfoundland & Labrador at the expense of Reid. In addition to the notification of this Agreement, Reid shall also execute a first mortgage for

the Property to the City in the amount of \$32,500.00 in a form satisfactory to the City. The mortgage shall also be Registered with the Registry of Deeds for the Province of Newfoundland and Labrador at the expense of Reid and shall be executed and delivered to the City at the same time as execution and delivery of this Agreement.

2. In the event that any of the aforementioned conditions set out in clause 1 above are breached and/or Reid fails to meet any of the timelines or conditions, the parties agree that the City may buy back the Property from Reid for the sum of Thirty-Two Thousand Five Hundred dollars (\$32,500.00) and that there shall be no claim for compensation or any greater or other sums from Reid, including but not limited to any claim for betterment of or improvements to the Property or for any increase in market value to the Property. Upon being served with notice from the City that it wishes to exercise this buy-back provisions, Reid shall execute any documents as may be expedient or necessary to convey all right, title and interest in the parcel together with all development then completed, back to the City free and clear of all liens, charges and encumbrances within thirty (30) days of having been provided with such notice from the City. Reid shall promptly and at his own expense forthwith remove any liens, encumbrances or other charges that may have been placed against the Property during the time that King &/or Reid owned the Property. Any improvements to the Property and buildings or fixtures that have been added to the Property shall vest in the City without further compensation therefore to Reid.

Non-Waiver

3. Nothing in this Agreement shall be construed as a waiver of any of the City's rights under the Agreement of Purchase and Sale between the City and Reid, which shall remain in full force and effect, except that where there is a conflict between provisions of the two Agreements, this Settlement Agreement shall prevail.

General

4. This Agreement is binding on the City, Reid, and their respective affiliates, successors, assigns, trustees, officers and directors, and heirs.
5. The terms of this Agreement are fully understood and they are contractual and not merely a recital.
6. The Agreement is accepted voluntarily for the purpose of making a full and final compromise and adjustment of all matters outstanding between the Parties in respect of the Property.
7. This Agreement is governed by the law in force in Newfoundland and Labrador and, where applicable, Canada.
8. The Parties irrevocably submit to the exclusive jurisdiction of the courts exercising jurisdiction in Newfoundland and Labrador and any court that may hear appeals from those courts for any proceeding in connection with this Agreement, subject only to the right to enforce a judgment obtained in any of those courts in any other jurisdiction.
9. To expedite the execution of this Agreement, this Agreement may be executed in counterparts and any Party may transmit by fax or email in PDF format to the other Party a copy of this Agreement executed by that Party, the receipt of which shall have the same force and effect as if the original thereof had in fact been delivered at the same time.
10. Any original, fax copy, PDF print copy or photocopy of this Agreement bearing one or more signatures on behalf of a Party shall be admissible against that Party in any legal proceeding as evidence of the execution and delivery of the Agreement by that Party and without the requirement to produce an original executed copy of that document. Each counterpart is an original, but the counterparts together are one and the same agreement.

11. Each party signing this Agreement hereby represents and warrants that he or she is duly authorized to sign this Agreement and that this Agreement will, upon having been so executed, be binding on that Party in accordance with its terms.

EXECUTED AS AN AGREEMENT:

FOR AND ON BEHALF OF THE CITY

[Redacted Signature]

[Redacted Signature]

Signature of Witness

[Redacted Signature]

Signature of Witness

JESSICA SMITH

A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My Commission expires on December 31, 2025.

City Clerk or City Manager

FOR AND ON BEHALF OF PURCHASER

[Redacted Signature]

[Redacted Signature]

Signature of Witness

[Redacted Signature]

Rick Reid

**DESCRIPTION OF LAND FOR
THE CITY OF CORNER BROOK
Lewin Parkway and Lundrigan Drive
Parcel A**

All that piece or parcel of land situate and being located at Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a survey marker on the northerly limit of Lundrigan Drive, the said point being the most westerly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,421,106.835 and East 342,572.727;

Thence running by land of the City of Corner Brook, north three degrees four minutes thirty-five seconds east (N 3° 04' 35" E) one hundred nine decimal five eight five (109.585) metres to a point;

Thence running by the southerly limit of Lewin Parkway, along a curve having a radius of four hundred ninety decimal zero (490.0) metres, to a point being distant thirty-seven decimal seven three four (37.734) metres, as measured on bearing of south eighty-two degrees five minutes forty-eight seconds east (S 82° 05' 48" E) from the last mentioned point;

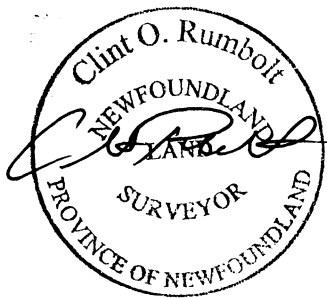
Thence running by land of the City of Corner Brook, Parcel B, south three degrees four minutes thirty-five seconds west (S3° 04' 35" W) one hundred six decimal four one zero (106.410) metres to a survey marker;

Thence running by the northerly limit of Lundrigan Drive, north eighty-six degrees fifty-five minutes twenty-five seconds west (N 86° 55' 25" W) thirty-seven decimal six zero zero (37.600) metres, more or less to the point of beginning;

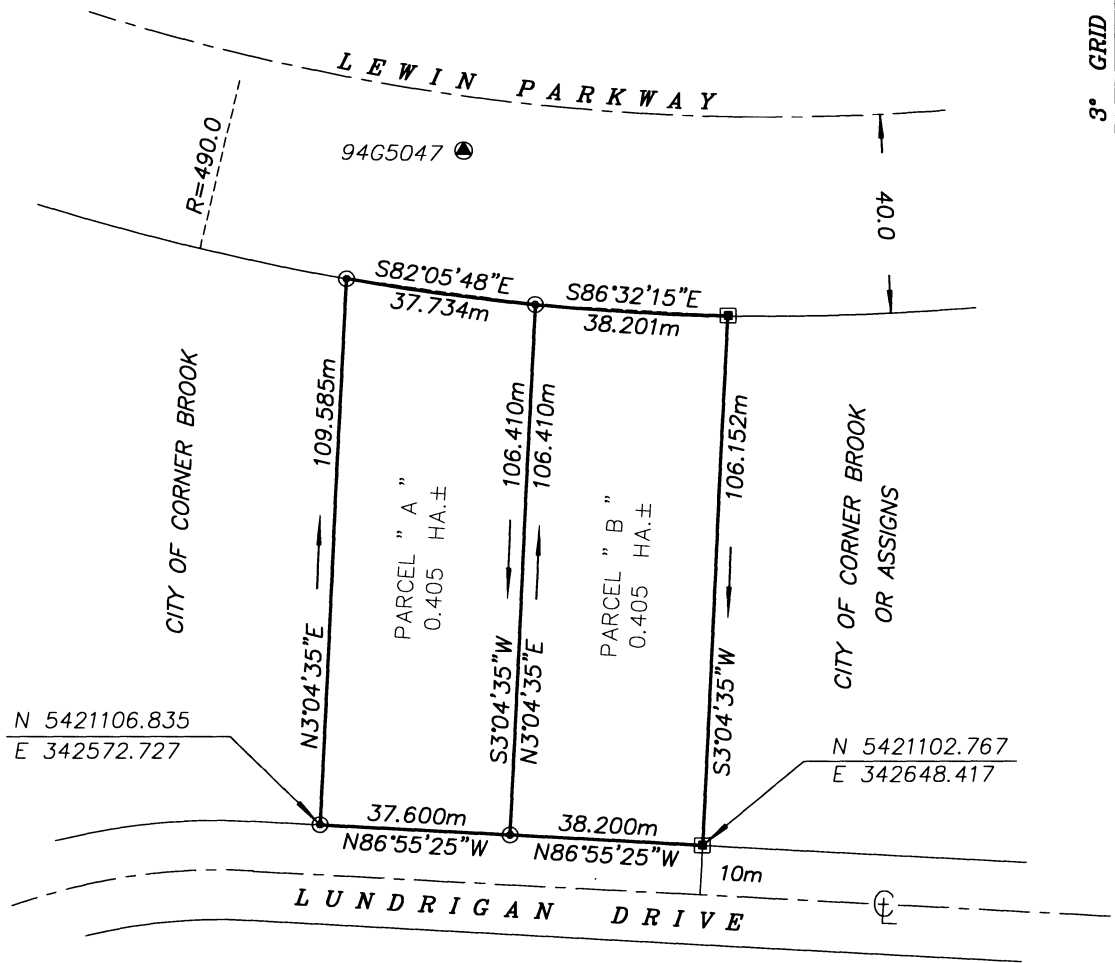
Containing an area of zero decimal four zero five (0.405) hectares, more or less, and being more particularly shown as Parcel A on Yates and Woods Limited drawing no. 14380, dated September 29, 2014;

All bearings refer to 3° Grid North (NAD 1983) as referred to the Transverse Mercator Projection for the Province of Newfoundland and Labrador with the Central Meridian at 58° 30' west longitude;

Yates and Woods Limited



3° GRID NORTH (NAD, 83)
C . M . 58° 30' W . L .



LEGEND

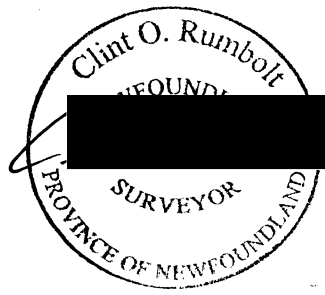
- CONTROL MONUMENT
- CAPPED IRON PIN
- FOUND IRON PIN
- PK NAIL
- BOUNDARY LINE
- POLE OR LIGHT STANDARD
- HYDRANT
- FENCE POST
- FENCE LINES
- GUY WIRE
- POWER-TELEPHONE LINES
- EASEMENTS
- CENTERLINE

REFERENCE MONUMENTS : 94G5047 N 5,421,242.111 E 342,602.040
(COMBINED SCALE FACTOR : 0.999886)
94G5045 N 5,423,210.728 E 342,977.740

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND
DISTANCES MEASURED IN METERS .

YATES AND WOODS LTD.
NEWFOUNDLAND LAND SURVEYORS
53 CARIBOU ROAD CORNER BROOK, NL.
A2H 4W8 TEL. 639-9177 E-mail: yatewood@nf.aibn.com

SURVEY PLAN OF LAND FOR
THE CITY OF CORNER BROOK , LEWIN PARKWAY & LUNDRIGAN DRIVE
CORNER BROOK , DISTRICT OF HUMBER WEST , NL .



SCALE: 1 : 1500 DWG. NO. 14380 DRAWN BY K B E DATE: SEPT. 29 , 2014

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Request to Purchase City Land on Charles Street	
Report Information	
Department: Land Management	Attachments: Draft Purchase & Sale Agreement, Drawing
Prepared By: Brandon Duffy	Council Meeting Date: January 25, 2020

Recommendation:

Staff recommends Council approve the sale of City land to the owner of 23 Charles Street for land located on Charles Street

It is RESOLVED to approve the execution of the purchase and sale agreement between the City of Corner Brook and owner of 23 Charles Street for City land on Charles Street.

Issue:

The owner of 23 Charles Street wants to purchase land from the City.

Background:

Land Management approached the owner of 23 Charles Street and they were interested in purchasing the City land located adjacent to their current property. The owner of 23 Charles Street only wanted to acquire the land that their shed was located on, and was fine with the owner of 27 Charles Street obtaining the remainder of the City land. The owner of 23 Charles Street intends to consolidate this with their current land and keep it maintained.

Currently the land is vacant and has an approx. area of 59m² (635ft²). No plans have been made to develop this land as of yet.

Options:

1. Sell the Land
 - Advantage: Land will be maintained and future revenue from the sale and taxation
 - Disadvantage: City will lose control of the land
2. Don't sell the land
 - Advantage: City will maintain control of the land for other possible developments in the future
 - Disadvantage: Land will not be developed and loss of future revenue from the sale and taxation

Governance Implications:

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

Policy #: 07-08-05

Budget/Financial Implications: The City receives revenues from the sale of the land and it will generate future property taxes. Price will be based on approx. \$2.00/sqft, which amounts to \$1,270.00.

Prepared by: Brandon Duffy
Director: Dale Park
City Manager: Rodney Cumby
Date: January 21, 2021

Additional Comments by City Manager:

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of _____, 2021.

BETWEEN

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

AND

RESIDENT, a resident of the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Buyer")

WHEREAS the Sellers own property located on Charles Street in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

AND WHEREAS the Sellers desire to sell The Property and the Buyer wishes to purchase the property;

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

PROPERTY AND PURCHASE PRICE

1. The Sellers hereby agree to sell and the Buyer agrees to purchase the Property located on Charles Street in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of One Thousand Two Hundred and Seventy Dollars (\$1,270.00) plus taxes in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

DEPOSIT

2. The Buyer submits with this offer the sum of Five Hundred dollars (\$500.00) payable to the Sellers as a deposit to be held in trust, pending completion or other termination of this agreement and to be credited towards the purchase price on completion. The balance of the Purchase Price to be paid on Closing.

CLOSING

3. This agreement shall be completed on or before the 26th day of February, 2021 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

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

CONVEYANCE

5. The conveyance of The Property which is the subject of this agreement shall be by warranty deed, drawn

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

ADJUSTMENTS AND HST

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

SUBDIVISION/CONSOLIDATION

7. The Property is being sold on the condition that the Buyer will apply to the Vendors Community Services Department for consolidation with the Buyer's existing 23 Charles Street property. When consolidated the Buyer hereby agrees that the property will not be subdivided without written approval from the Sellers

SURVEY

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

EASEMENTS/RIGHT OF WAYS

9. That the Property contain or may contain in the future various infrastructure, including storm sewers, waterlines, sanitary sewers, lift stations, back-up generators, fiber optic cables, power-lines and poles (hereinafter collectively referred to as "Infrastructure"), which Infrastructure shall remain and run with the Property

TENDER

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

AS IS WHERE IS/BUYER ACCEPT LIABILITY

11. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon

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

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

SURVIVE CLOSING

12.

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

OVERDUE PAYMENTS

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

BINDING

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

NON-WAIVER

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

CUMULATIVE RIGHTS

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

NO COLLATERAL AGREEMENTS

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

PAYMENTS

18. All Payments under this Agreement to be made to the Sellers shall be to the attention of the City Solicitor:

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

SEVERABILITY

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

JURISDICTION

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

NOTICE

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

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

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

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

Resident
23 Charles Street
Corner Brook NL
A2H 5M2

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

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

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

DATED AT _____ this ____ day of _____, 2021.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Mayor or Deputy Mayor

Witness

City Clerk or City Manager

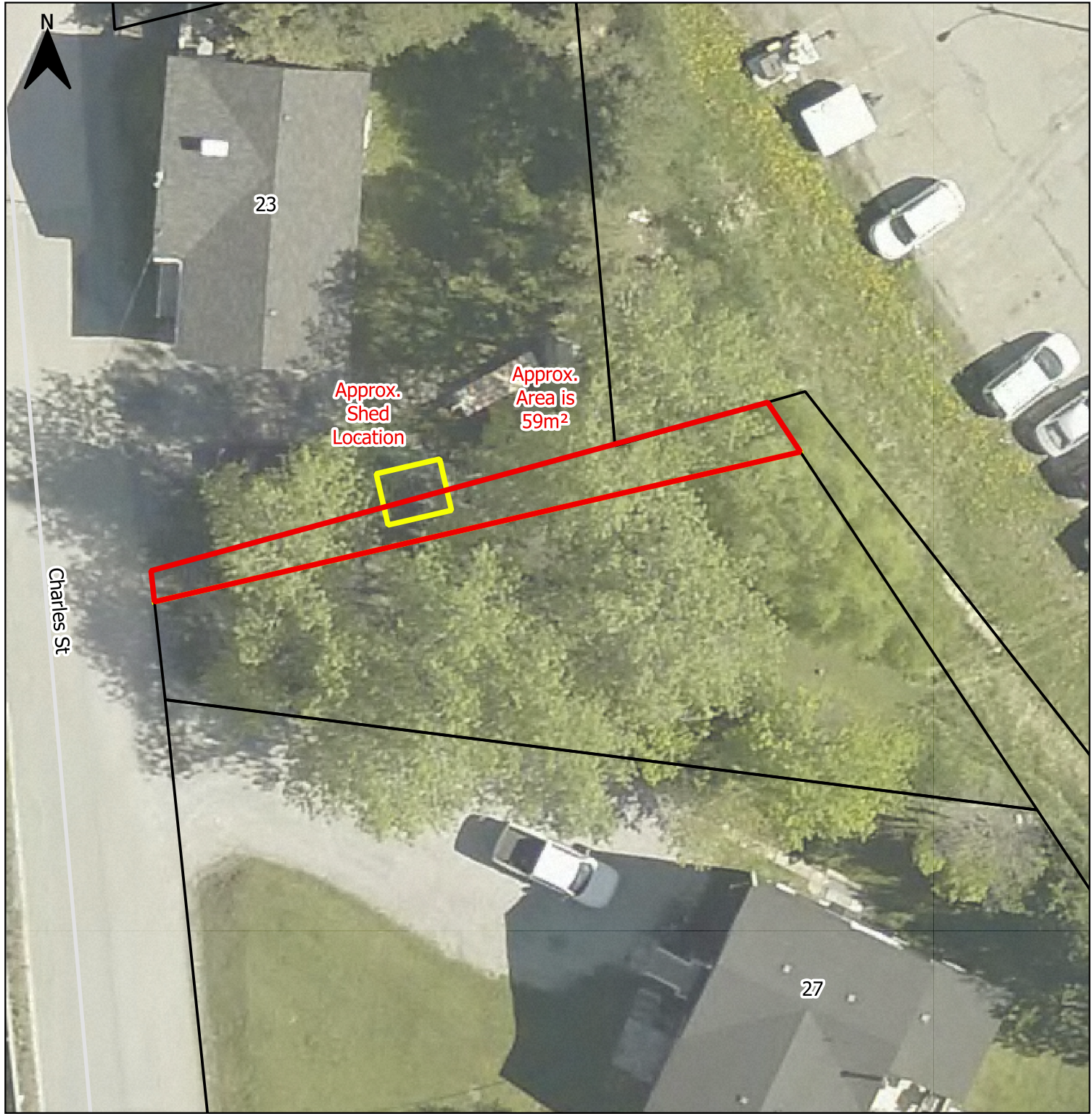
DATED AT _____ this ____ day of _____, 2021.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Resident



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



Location of Possible Land Sale
Adjacent to 23 Charles Street

DRAWN BY:	DATE: 01-20-2021	SCALE: 1:250	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0



Sale of City Land to 23 Charles Street

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Request to Purchase City Land on Charles Street	
Report Information	
Department: Land Management	Attachments: Draft Purchase & Sale Agreement, Drawing
Prepared By: Brandon Duffy	Council Meeting Date: January 25, 2020

Recommendation:

Staff recommends Council approve the sale of City land to the owner of 27 Charles Street for land located on Charles Street

It is RESOLVED to approve the execution of the purchase and sale agreement between the City of Corner Brook and owner of 27 Charles Street for City land on Charles Street.

Issue:

The owner of 27 Charles Street has requested to purchase land from the City.


Background:

Land Management was approached by the owner of 27 Charles Street and they requested to purchase City land located adjacent to their current property. The land in question was obtained in 2010. The neighboring property owner was contacted and they informed Land Management they were also interested in the City land. Therefore it was discussed with the 2 property owners and the City Land was split. The owner of 27 Charles Street intends to consolidate this with their current land and keep it maintained.

Currently the land is vacant and has an approx. area of 365m² (3,927ft²). No plans have been made to develop this land as of yet.

Options:

1. Sell the Land
 - Advantage: Land will be maintained and future revenue from the sale and taxation
 - Disadvantage: City will lose control of the land
2. Don't sell the land
 - Advantage: City will maintain control of the land for other possible developments in the future
 - Disadvantage: Land will not be developed and loss of future revenue from the sale and taxation

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

Governance Implications:

Policy #: 07-08-05

Budget/Financial Implications: The City receives revenues from the sale of the land and it will generate future property taxes. Price will be based on approx. \$2.00/sqft, which amounts to \$7,854.00.

Prepared by: Brandon Duffy
Director: Dale Park
City Manager: Rodney Cumby
Date: January 21, 2021

Additional Comments by City Manager:

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of _____, 2021.

BETWEEN

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

AND

RESIDENT, a resident of the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Buyer")

WHEREAS the Sellers own property located on Charles Street in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

AND WHEREAS the Sellers desire to sell The Property and the Buyer wishes to purchase the property;

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

PROPERTY AND PURCHASE PRICE

1. The Sellers hereby agree to sell and the Buyer agrees to purchase the Property located on Charles Street in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of Seven Thousand Eight Hundred and Fifty Four Dollars (\$7,854.00) plus taxes in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

DEPOSIT

2. The Buyer submits with this offer the sum of One Thousand dollars (\$1,000.00) payable to the Sellers as a deposit to be held in trust, pending completion or other termination of this agreement and to be credited towards the purchase price on completion. The balance of the Purchase Price to be paid on Closing.

CLOSING

3. This agreement shall be completed on or before the 26th day of February, 2021 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

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

CONVEYANCE

5. The conveyance of The Property which is the subject of this agreement shall be by warranty deed, drawn

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

ADJUSTMENTS AND HST

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

SUBDIVISION/CONSOLIDATION

7. The Property is being sold on the condition that the Buyer will apply to the Vendors Community Services Department for consolidation with the Buyer's existing 27 Charles Street property. When consolidated the Buyer hereby agrees that the property will not be subdivided without written approval from the Sellers

SURVEY

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

EASEMENTS/RIGHT OF WAYS

9. That the Property contain or may contain in the future various infrastructure, including storm sewers, waterlines, sanitary sewers, lift stations, back-up generators, fiber optic cables, power-lines and poles (hereinafter collectively referred to as "Infrastructure"), which Infrastructure shall remain and run with the Property

TENDER

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

AS IS WHERE IS/BUYER ACCEPT LIABILITY

11. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon

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

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

SURVIVE CLOSING

12.

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

OVERDUE PAYMENTS

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

BINDING

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

NON-WAIVER

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

CUMULATIVE RIGHTS

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

NO COLLATERAL AGREEMENTS

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

PAYMENTS

18. All Payments under this Agreement to be made to the Sellers shall be to the attention of the City Solicitor:

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

SEVERABILITY

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

JURISDICTION

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

NOTICE

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

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

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

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

Resident
27 Charles Street
Corner Brook NL
A2H 5M2

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

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

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

DATED AT _____ this ____ day of _____, 2021.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Mayor or Deputy Mayor

Witness

City Clerk or City Manager

DATED AT _____ this ____ day of _____, 2021.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Resident

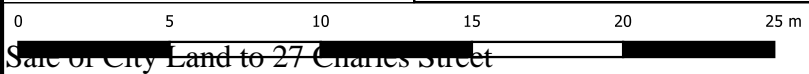


LEGEND	NOTES
<div><div></div> Location of Land</div>	<div>1. Unless otherwise noted, all dimensions are in metres.</div> <div>2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from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



Location of Possible Land Sale
Adjacent to 27 Charles Street

DRAWN BY:	DATE: 01-20-2021	SCALE: 1:250	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0



Sale of City Land to 27 Charles Street

Project Path: \\City of Corner Brook\GIS\Projects\2021\27 Charles Street\25 Charles Street Drawing2.apr

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Civic Centre and Recreation Activity Updates	
Report Information	
Department: Recreation Services	Attachments:
Presented By: Dale Park	Council Meeting Date: January 25, 2021

Topic: Civic Centre and Recreation Activity Updates

Background: *Re-opening the Civic Centre during the pandemic has been done with a building block approach and as such, January will see an expansion of current and additional activities.*

Activity Description and Information:

Civic Centre Studio Update

The City's Recreation Department would like everyone to be aware of a number of programs that are currently offered at the Civic Centre Studio.

Active Tots

Active Tots program is an unstructured physical activity program specifically for children aged 0-5 years. It is a guardian led program that includes age appropriate equipment to help children develop Physical Literacy Skills while socializing. Active Tots will run on Tuesdays, Thursdays and every second Sunday from 9:30-11:00am and is free of charge. Registration is required and can be completed on our website.

Older Adult Fitness with Nora

Older Adult Fitness with Nora Lundrigan will take place on Monday and Wednesdays 10:30-11:30am. This fitness class is geared towards older adults and seniors by using chairs, Pilates bands and balls. Nora is a talented, certified instructor who can accommodate all fitness levels within her class. To register please email noralundrigan@yahoo.ca. A \$2.00 fee is required.

Lunchtime Adult Sports Drop In

Adults can participate in a variety of sporting activities such as basketball, volleyball or pickleball. This lunchtime drop in program will run Monday, Wednesdays and Fridays from 12:00-2:00pm. A \$5.00 fee is required.

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Lunchtime Student Sports Drop In

High School and Post-Secondary students can drop by the Studio to practice their skills or play a pick-up game of basketball or volleyball. This lunchtime drop in program will take place on Tuesdays and Thursdays from 12:00-1:00pm. A \$3.00 fee is required.

Friday Night Youth Drop In

A Youth sports drop in program featuring basketball and volleyball will be available for those 12-18 years of age. The program will take place 7:30-9:00pm and a \$5.00 fee is required.

Stay tuned to our social media for details of exciting contests, activities and events we have planned for 2021!

- Please keep an eye to the Corner Brook Civic Centre social media and website for updates and rules associated with each program.
- Due to public health guidelines social distancing and masks are required until the participant begins an activity. Contact tracing will be completed upon entry.
- Please note that doors will only be open 10 minutes prior to an activity starting.

Objective: To provide an update on the recreation activities taking place at the Civic Centre.

Governance Implications:

Budget/Financial Implications: Programs will be assessed to ensure that there is sufficient activity to offset the incremental costs.

Environmental Implications: Changes to be made to how facilities are prepped, operated, cleaned and utilized by user groups and the public. Facilities are expected to be in clean, sanitized condition to reflect the COVID-19 regulations given by the Chief Medical Officer.

Prepared by: Jessica Parsons
Director: Dale Park
City Manager: Rodney Cumby
Date: January 22 nd 2021

City Manager's Report

Council Meeting Date: 25 January, 2021



Subject: Covid-19 Stimulus Funding (Project No. 17-CSP-21-055)

Background:

On January 4, 2021 the City of Corner Brook received approval for funding under the Governments of Newfoundland and Labrador's Covid-19 Stimulus Program. This funding is approved on the condition that the City of Corner Brook is willing and able to meet the 90/10 Provincial/Community cost-share.

The total project cost including HST is \$172,500.00. Total project cost breakdown less GST/partial HST rebate is \$135,000.00 (90%) share in funding from the provincial government, and a community share of \$15,000.00 (10%). All approved projects must be completed in accordance to all applicable legislation, rules, and regulations, relevant policies and procedures and are subject to review.

The project start date is February 1, 2021. The Offer of Funding form was signed by the City Manager on January 7, 2021.

See attached memo for more information.

Subject: Signed Delegation of Authorities

Background:

Council has granted delegated authority to the City Manager or Acting City Manager (**Minute 18-223**) to execute contracts or agreements and applications on behalf of the organization subject to the application contract, or agreement being funded in the current year's operating or capital budget; and that the contract/agreement or application is for a term of five years or less. This process allows for efficient and effective management of Council expenditures while having mechanisms in place to ensure accountability and a reporting process for each transaction

As stipulated by resolution of Council a summary of approved transactions are outlined below:

Date	Project	Summary	Dollar Value
Jan 21, 2021	Woodman's Avenue Culvert, Change Order 2	Supply and install asphalt line painting to reinstate 1 solid yellow line and two dashed white lines, as quoted to AECL at \$2,360.00 +HST, or \$2,714.00.	\$2,714.00
Jan 21, 2021	Woodman's Avenue Culvert Replacement, Change Order 3	Supply and install 22m of 375 mm diameter HDPE storm culvert across Riverdale Road to brook. A 450mm diameter culvert and a manhole was included originally in the tender. Upon exaction in the area it was determined that a smaller 375mm	\$2,656.50

		culvert could do the job. The 450mm culvert and manhole was eliminated therefore there is no real cost implications due to this change.	
Jan 21, 2021	DOA Jubilee Field Baseball Building, Change Order 2	Shower floor and wall tile (request of owner).	\$5,416.73
Jan 21, 2021	DOA Jubilee Field Baseball Building, Change Order 3	Credit cash allowance – relocate bleachers.	-\$604.44
Jan 21, 2021	DOA Jubilee Field Baseball Building, Change Order 4	Credit cash allowance – reduction of Carpenter hourly rate from \$35.00 to \$30.94. Total credit \$56.84 +HST, or \$65.37.	-\$65.37

Delegation of Authority Resolution - Approved August 20, 2018

18-223 Delegation of Authority

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin , it is RESOLVED to delegate authority to the City Manager or Acting City Manager for the entering into of applications, contracts or agreements of the City of Corner Brook subject to:

- The application, contract or agreement is funded in the current year's operating or capital budget;
- The application contract or agreement is for a term of five years or less;
- The application, contract or agreement is for activities that are ordinary to the business of the City;
- The application, contract or agreement has been reviewed by the Director for which the application, contract or agreement is related, and the Director is recommending the signing;
- The City Manager providing a summary to Council on a not less than monthly basis of applications, contracts or agreements signed;
- The Delegation of Authority Policy remain in place until revoked by Council, or the creation of an overarching Delegation of Authority Policy.

MOTION CARRIED.