



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 **March 22, 2021** at **5:30 via Video Conference.**

Due to COVID-19 there will be no public access to City Hall. The meeting will be live streamed on the City's Facebook page

CITY CLERK

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|---------|--|
| 1 | CALL MEETING TO ORDER |
| 2 | APPROVALS |
| | 2.1 Approval of Agenda |
| 3 - 6 | 2.2 Approval of Minutes [February 15, 2021] |
| 7 | 2.3 Confirmation of Minutes |
| 3 | BUSINESS ARISING FROM MINUTES |
| | 3.1 Business Arising From Minutes |
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Labrador Inc.(DAS)

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9 IN CAMERA SESSION (If Required)

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO CONFERENCE
MONDAY, 15 FEBRUARY, 2021 AT 7:00 PM**

PRESENT:

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

Absent with Regrets: Deputy Mayor B. Griffin

The meeting was called to order at 5:30 p.m.

21-14 Approval of Agenda

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

21-15 Approval of Minutes [Regular Meeting - January 25, 2021]

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of January 25, 2021 as presented. **MOTION CARRIED.**

21-16 Business Arising From Minutes

The Director of Public Works, Water and Wastewater advised that delays have been encountered with completing ice rinks due to weather and the pandemic. Crews hope to resume work as soon as time allows. The Director of Finance and Administration advised that the City is still looking for volunteer groups to take ownership of the Basha Pitch rink.

21-17 Elizabeth Street Water Pumping Station Upgrade

On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is **RESOLVED** to authorize staff to submit the Elizabeth Street Water Pumping Station Upgrade project for the 2021-2022 Municipal Infrastructure Program at a cost of \$614,000. **MOTION CARRIED.**

21-18 Multi-Year Balances

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the reallocation of approximately \$82,000 of surplus funding from the 2017-20 multiyear capital works program towards the Gale

Cochrane Streets Substandard Waterline Replacement project. **MOTION CARRIED.**

- 21-19** **Gale Cochrane Street Waterline Replacement - Change Order No. 5**
On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the contract Change Order No. 5 between the Owner (City of Corner Brook) and Contractor (Marine Contractors Inc.) for the Gale Cochrane Waterline Replacement for an increase in Contract for \$25,217.59 (HST included). **MOTION CARRIED.**
- 21-20** **IMSP and DR 2022 Project- Consulting Services for the City of Corner Brook**
On motion by Councillor L. Chaisson seconded by Councillor J. Carey, it is **RESOLVED** to award the consulting services contract for the IMSP and DR 2022 project to Upland Planning and Design Inc. for the estimated cost of \$99,107.00 (HST included). **MOTION CARRIED.**
- 21-21** **Discretionary Use - 175 Georgetown Rd**
On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the application to operate a home based business from the dwelling located at 175 Georgetown Road in accordance with Regulation 11 - Discretionary Powers of Authority. **MOTION CARRIED.**
- 21-22** **Discretionary Use - 29 Park Dr**
On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the application to operate a home based business from the dwelling located at 29 Park Drive in accordance with Regulation 11 - Discretionary Powers of Authority. **MOTION CARRIED.**
- 21-23** **Collective Agreement - 768**
On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to approve the ratification of the Labour Agreement with the Canadian Union of Public Employees for the period ended December 31, 2024. **MOTION CARRIED.**
- 21-24** **Personnel- Non Union wage increase**
On motion by Councillor B. Staeben, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve annual wages increases for non-union employees of 2% each year for 2021-2024. **MOTION CARRIED.**
- 21-25** **Lease Agreement - 55 West Street**
On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to approve the request to amend the lease agreement of the

property owner of 55 West Street dated May 27, 2019 to reduce the required City parking spots from 10 to 8. **MOTION CARRIED.**

21-26 Recreation Update - Winter Carnival Holiday Activities

Councillor T. Buckle presented an update on the 2021 Winter Carnival. Events are scheduled on the civic holiday (February 22, 2021). Residents are encouraged to participate in Winter Carnival activities.

21-27 City Manager Report

The City Manager reported that he has signed off on the following agreements in accordance with Motion 18-223 - Delegation of Authority:

- Investigation into Concrete Sills at City Hall - \$3,413.20
- Woodman's Avenue Culvert Replacement- Change Order 5- \$6,072

There was an inquiry regarding any warranties attached to the City Hall Concrete Sills project. The Director of Community Engineering Development and Planning agreed to investigate and provide a report to Council.

The City Manager further reported that approval has been granted to 103 Search and Rescue Squadron, 9 Wing Gander to conduct a low level Cormorant Helicopter search exercise in the Corner Brook region during the period February 24 to March 5, 2021.

21-28 COVID-19 Update

The City Manager provided an update regarding City operations under the current COVID-19 Public Health Guidelines:

- City Hall, Civic Centre, Public Works Depot, Fire Hall and the Water Treatment Plant are all closed to the public.
- Outdoor playgrounds are closed but the trail network remains open.
- Garbage collection will occur as regular scheduled. Transit operations will continue with no more than 4 riders at one time.

21-29 Alternate Voting options


On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to authorize staff to investigate a Vote by Mail process for the municipal general election. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 6:37 p.m.

City Clerk

Mayor

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Ratification of Decisions	
Report Information	
Department: City Manager	Attachments:
Prepared By: Jessica Smith, Legislative Assistant	Council Meeting Date: Mach 22, 2021

Issue: Ratification of Minutes from previous Council in Committee and Committee of the Whole meetings

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

Council in Committee Meeting – January 11, 2021
It is RESOLVED to ratify minute CC21-001 – Approval of Agenda: <i>It is RESOLVED to approve the agenda as presented.</i>
It is RESOLVED to ratify minute CC21-003 – Labour Negotiations Update: <i>It is RESOLVED to confirm the negotiations mandate as presented.</i>

Legal Review: N/A


Governance Implications: Motions approved in a privileged meeting must be ratified in a public meeting of Council to become valid

Budget/Financial Implications: N/A

Environmental Implications: N/A

Prepared by: Jessica Smith, Legislative Assistant
Supervisor: Marina Redmond, City Clerk
City Manager: Rodney Cumby
Date: March 16, 2021

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Proclamations	
Report Information	
Department: Finance and Administration	Attachments:
Prepared By: Jessica Smith, Legislative Assistant	Council Meeting Date: March 22, 2021

Topic: Proclamations

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

- **March 26, 2021** is declared as Purple day for Epilepsy in the City of Corner Brook at the request of Epilepsy NL.

Prepared by: Jessica Smith, Legislative Assistant
Supervisor: Marina Redmond, City Clerk
City Manager: Rodney Cumby
Date: March 16, 2021



Epilepsy Newfoundland and Labrador

351 Kenmount Road, St. John's, NL A1B 3P9

Tel: (709) 722-0502 • (Toll Free) 1-866-EPILEPSY • Fax (709) 722-0999 • www.epilepsynl.com

Proclamation

Purple Day for Epilepsy

March 26th

WHEREAS: *Purple Day* is a global effort dedicated to promoting epilepsy awareness in countries around the world; and,

WHEREAS: *Purple Day* was founded by nine year old Cassidy Megan of Nova Scotia who wanted to let people know that if you have epilepsy you are not alone; and,

WHEREAS: Epilepsy is one of the most common neurological conditions, estimated to affect over 10,000 people in Newfoundland and Labrador, over 300,000 people in Canada, and 50 million people worldwide; and,

WHEREAS: One in ten persons will have at least one seizure during his or her lifetime; and,


WHEREAS: The public is often unable to recognize common seizure types, or how to respond with appropriate first aid; and,

WHEREAS: *Purple Day* will be celebrated on March 26th annually to increase understanding, reduce stigma and improve the quality of life for people with epilepsy throughout the country and globally;

THEREFORE: Be it resolved that I _____, Mayor of _____, do hereby proclaim March 26th as *Purple Day* in an effort to raise the awareness and understanding of epilepsy and to support all those who live with seizures each day.

Dated This _____ Day of _____ 2021

Signature

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: COVID-19 Update	
Report Information	
Department: City Manager	Attachments:
Prepared By: Jessica Smith, Legislative Assistant	Council Meeting Date: March 22, 2021

Topic: COVID-19 Alert Level Operations Update

Background: With the return of Alert Level 3, the following is in effect for the City of Corner Brook:

- City Hall has reopened to the public from 10:00 a.m. – 3:00 p.m., Monday-Friday. Members of the public must make an appointment prior to visiting City Hall to meet with staff members for specific issues;
- The Public Works Dept, the Fire Hall and the Water Treatment Plant staff have returned, however these buildings remain closed to the public;
- Transit has increased capacity to 9 people.


In addition, the Civic Centre Walking Track has also reopened. Due to the continued cancellation of other activities, the hours of operation are temporarily extended as follows:

- Monday to Friday from 10:00 a.m. to 2:00 p.m. and 5:00 p.m. to 8:00 p.m.;
- Saturday and Sunday 10:00 a.m. to 2:00 p.m.;
- The schedule is subject to change based on event activities.

Also the following provisions for the walking track are in place:

- There will be a limit of 20 people maximum;
- Non-medical face masks covering the nose and mouth will be required at all times inside the building for users aged 5 and above;
- Users must follow the direction signs and check in for the purpose of contact tracing;
- Parents with a child in a stroller will count as two people;
- Running is prohibited at this time;
- Users displaying COVID-19 symptoms will be denied access

Ice surfaces and the Annex remain closed to the public at this time. Civic Centre staff will continue to follow the advice of Public Health and the Chief Medical Officer of Health regarding all future decisions, and work closely with user-groups. For more information and updates regarding COVID-19 restrictions please visit the Government of Newfoundland and Labrador COVID-19 page www.gov.nl.ca/covid-19.

	City of Corner Brook Information Report (IR)
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Prepared by: Jessica Smith, Legislative Assistant
Supervisor: Marina Redmond, City Clerk
City Manager: Rodney Cumby
Date: March 22, 2021

Public Notice – 167 Country Road – Crematorium



CITY OF CORNER BROOK MEDIA ADVISORY

The City of Corner Brook has received an application requesting permission to construct a Crematorium at the rear of the existing building (Country Haven Funeral Home) located at 167 Country Road, Corner Brook, NL. The lot is located in a Community Service Zone where the proposed use "Crematorium" is considered a "Discretionary Use" of the City of Corner Brook's Development Regulations.

Should you wish to provide comment about the proposed development, please contact the Development & Planning Office at 637-1552 or 637-1554 or comments can be emailed to planning@cornerbrook.com or forwarded to: City of Corner Brook, P.O. Box 1080, Corner Brook, NL, A2H 6E1; Fax: 637-1514. prior to 4:30 p.m. April 12, 2021.

Marina Redmond


CITY CLERK

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

Customer Service: 709-637-1666

 Published March 16, 2021

 Filed Under: Uncategorized

	<p align="center">City of Corner Brook Request of Decision (RFD)</p>
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Subject Matter: Standing Offer – Security Services, Contract#2021-08	
Report Information	
Department: Finance & Admin	Attachments:
Presented By: Dale Park	Council Meeting Date: March 22, 2021

Issue: The City recently issued a standing offer for Security Services for the City of Corner Brook.

Background:

Quotations were recently invited by the City of Corner Brook for the supply of security services for the period of May 1, 2021 – April 30 2024 on a standing offer basis. The City requested hourly rates for; the supply of uniformed guards for security services, the supply of security personnel for ticket taking, ushering and services for special events. The tender closed on March 11, 2021 at 12:00 pm (noon) with four (4) bids received. The bids are presented in the table below:

Name	Uniformed Security Guard per hour	Security Personnel for ticket taking/usher per hour
Alpha 1 Safety and Security	\$ 16.75	\$ 16.75
Neptune Security Services	\$ 19.00	\$ 19.00
XForce Security Inc.	\$ 19.97	\$ 19.97
Garda World	\$ 21.48	\$ 21.48

Recommendation:

It is the recommendation of staff to accept the standing offers as presented for the supply of security services for the City of Corner Brook for the period of May 1 2021 – April 30 2024.

It is RESOLVED that the Corner Brook City Council approve the bids for the standing offer for Security Services for the period of May 1, 2021 – April 30, 2024 as presented above.

Options:


Governance Implications: This Standing Offer would be used throughout the City whenever security services are required.

Budget/Financial Implications: There are budget amounts carried in the operation budgets for security services.

	City of Corner Brook Request of Decision (RFD)
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Prepared by: Alicia Park
Director: Dale Park
City Manager: Rodney Cumby
Date: March 13, 2021

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Installment Payment Agreement – Cisco Systems Capital Canada Co.	
Report Information	
Department: Finance & Administration	Attachments: Installment Payment Agreement - Cisco
Prepared By: Dale Park	Council Meeting Date: March 22, 2021

Issue:

The City is interested in entering into an Installment Payment Agreement with Cisco Systems Capital Canada Co. (Cisco) for a number of pieces of hardware and software.

Background:

The City recently sought quotes for Cisco Software and Hardware. The lowest quote was received from Ignite Security for \$99,707.20 + HST.

As a part of this acquisition, it is proposed to enter into a three year installment payment agreement with Cisco. The first month's payment will be \$2,809.80 plus HST of \$14,856.08 (\$17,665.88), and the remaining 59 months payments would be \$2,809.80.

Recommendation:

It is staff recommendation to accept the installment payment agreement as presented

It is RESOLVED to approve the execution of the Installment Payment Agreement # 772194 with Cisco Systems Capital Canada Co. in the amount of \$99,707.20 + HST as attached.


Options:

1. Approve the execution of the agreement as outlined
2. Reject the execution of the agreement

Governance Implications:

Budget/Financial Implications: The City is able to receive significant cost savings by bundling a number of products and services together, and requesting IT security solutions for a five year term. Amounts are carried in the IT budget.

Prepared by: Dale Park

	City of Corner Brook Request for Decision (RFD)
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Director: Dale Park

City Manager: Rodney Cumby

Date: March 17, 2021

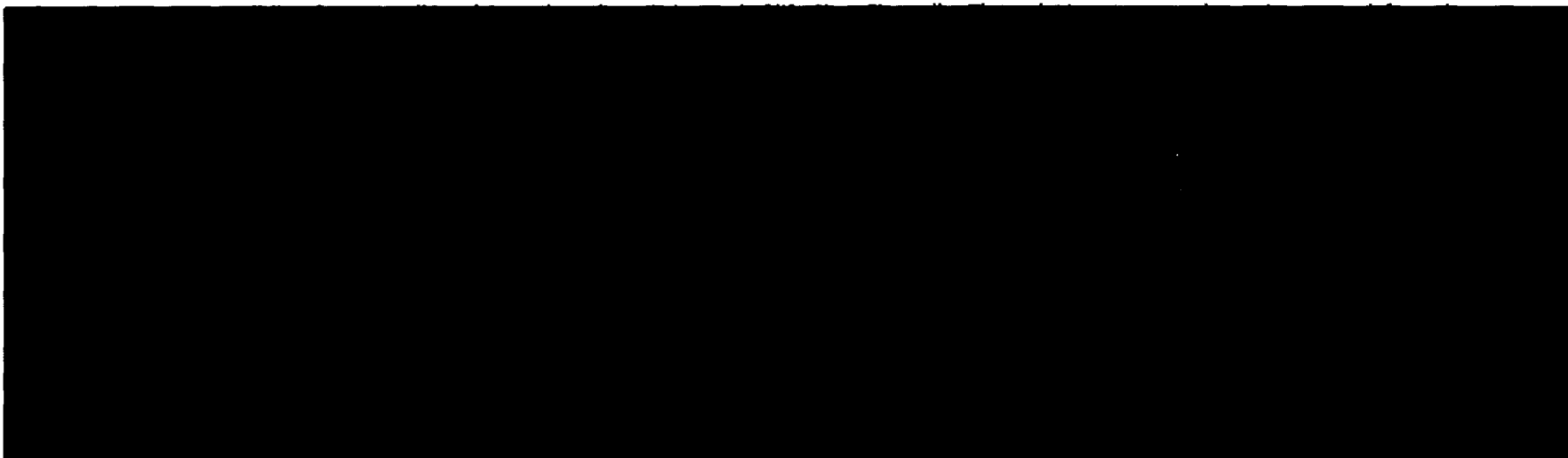
Additional Comments by City Manager:

Park, Alicia

From: Parsons, Frazer
Sent: March 16, 2021 2:06 PM
To: Park, Dale
Subject: RE: RE: RFQ 2021-01 Quotation Acceptance for Cisco [REDACTED] Renewals

Hi Dale,

Just to recap what the RFQ includes:



This about covers it. Let me know if you need more clarification.

Thanks,
Frazer

Frazer Parsons
Supervisor of Computer Services
City of Corner Brook
5 Park Street

Corner Brook, NL
A2H 2W8

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

From: Parsons, Frazer
Sent: March 16, 2021 11:46 AM
To: Park, Dale <dpark@cornerbrook.com>
Cc: Park, Alicia <apark@cornerbrook.com>
Subject: RE: RFQ 2021-01 Quotation Acceptance for Cisco [REDACTED] Renewals
Importance: High

Hi Dale,

I have awarded Ignite Security Technologies RFQ 2021-01, Cisco [REDACTED]



I have attached the Cisco Capital Leasing Agreement to be completed by the City Manager as per our conversation.

Thanks,
Frazer

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

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



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 CITY OF CORNER BROOK REQUEST FOR QUOTATION 	DATE OF INVITATION	QUOTATION No.:	QUOTATION CLOSING
	March 2, 2021	2021-01	March 12, 2021
DIRECT INQUIRIES TO: City of Corner Brook NAME: Mr. Frazer Parsons TELEPHONE: (709)637-1513 E-MAIL: fparsons@cornerbrook.com			

TO: Ignite Security Kevin Critch, Director of Security Solutions 6835 Railway Street SE, Suite 110 Calgary, AB T2H 2V6	PLEASE QUOTE PRICES FOR DESTINATION GOODS/SERVICES TO BE DELIVERED TO: City of Corner Brook
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Quotations must be emailed or submitted in sealed envelopes, or by facsimile and delivered by closing time to: Mr. Frazer Parsons, Supervisor of Computer Services P.O. Box 1080 Corner Brook, NL A2H 6E1 Envelopes Containing Quotations should show the Quotation number and closing date.	Phone: (709) 637-1513 Fax: (709) 637-1625
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THE CITY OF CORNER BROOK RESERVES THE RIGHT TO REJECT INCOMPLETE QUOTATIONS

					
Part Number	Description	Duration	QTY	Unit Price	Extended Price
		N/A	1	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
		60	2	\$4,379.66	\$8,759.32
		N/A	2	\$2,450.97	\$4,901.94
		N/A	2	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
		60	2	\$2,461.54	\$4,923.09
		N/A	2	\$0.00	\$0.00
		N/A	1	\$283.80	\$283.80
		60	1	\$586.08	\$586.09
		N/A	70	\$0.00	\$0.00
		60	70	\$12.51	\$875.70

5.2

Part Number	Description	Duration	QTY	Unit Cost	Extended Cost
		N/A	2	\$4,438.47	\$8,876.94
		N/A	2	\$0.00	\$0.00
		N/A	6	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
		N/A	2	\$1,036.00	\$2,072.00
		N/A	4	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
		36	2	\$596.87	\$1,193.74
		N/A	2	\$848.49	\$1,696.98
		N/A	4	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
		N/A	2	\$0.00	\$0.00
60	2	\$3,262.51	\$6,525.02		
Part Number	Description	Duration	QTY	Unit Cost	Extended Cost
		N/A	4	\$0.00	\$0.00
		N/A	4	\$0.00	\$0.00
Part Number	Description	Duration	QTY	Unit Term Cost	Extended Cost
		1	1		
		60	1	\$0.00	\$0.00
		60	145	\$131.00	\$18,995.00
		60	1	\$0.00	\$0.00
		1	1		
		60	1	\$0.00	\$0.00
		60	1	\$2,721.60	\$2,721.60
		60	180	\$151.20	\$27,216.00
1	1				
N/A	180	\$0.00	\$0.00		
60	180	\$56.00	\$10,080.00		
SUB-TOTAL					\$99,707.20
HST					\$14,956.08
TOTAL COST					\$114,663.28

Leasing options available upon request

INSTALLMENT PAYMENT AGREEMENT

Delivery Date:		Agreement No. 722194	
Obligor	CITY OF CORNER BROOK		
Billing Address	Street P.O. BOX 1080, 5 PARK STREET	City CORNER BROOK	Province NL Postal Code A2H 6E1
Contact	Name FRAZER PARSONS	Phone 709 637 1513	Email Address FPARSONS@CORNERBROOK.COM

PRODUCT AND PAYMENT DETAILS

Product Description (License, Service, or Equipment)	PLEASE REFER TO QUOTE #2021-01 ISSUED BY IGNITE ALLIANCE CORP.			
Product Location (If different than Billing Address)				
Product Payable Details	Cost \$99,707.20	Taxes \$14,956.08	Amount Payable \$114,663.28	Supplier IGNITE ALLIANCE CORP.
Installment Payment(s)	IPA Term 60 (months)	No. of Payments 60	Frequency Monthly	Installment Payment 1 @ \$16,851.91, followed by 59 @ \$1,895.83 (Payable in Advance)
	Fees \$0.00		Total Amount Payable \$114,663.28	
Schedules	CERTIFICATE OF ACCEPTANCE			

TERMS AND CONDITIONS

1. INSTALLMENT PAYMENTS. Obligor unconditionally promises and agrees to pay the Total Amount Payable, which includes any documentation or other fees ("Fees"). Obligor will discharge such payment obligation by paying the periodic Installment Payments to Payee in accordance with the terms and conditions of this Installment Payment Agreement ("IPA"), and in any event in the amount and with the frequency specified above for equipment acquired by the Obligor (the "Equipment"), and/or software products which are subject to a license agreement (the "Software"), and/or the right to receive support, service and maintenance (the "Services") plus any applicable taxes thereon (the "Taxes") (the Equipment, Software and Services are herein collectively referred to as "Product"). By executing and delivering this IPA, Obligor authorizes and irrevocably directs Payee to pay the Suppliers the Amount Payable for each applicable item of Product. Payee will advise Obligor of the date that the IPA Term and Installment Payments will commence, which may be the first day or the fifteenth day of the month or some other date following acceptance of this IPA by Payee. In the event of a conflict between the terms and conditions of this IPA and any agreement between Obligor and the Supplier in respect of any of the Product (including, but not limited to the License Agreement (each a "Supplier Agreement"), the terms and conditions of this IPA will prevail. **OBLIGOR'S OBLIGATION TO MAKE INSTALLMENT PAYMENTS AND OTHER PAYMENTS IN RESPECT OF THIS IPA IS ABSOLUTE, UNCONDITIONAL AND NONREFUNDABLE, AND IS NOT AND MAY NOT BE SUBJECT TO, NOR MAY OBLIGOR ASSERT AGAINST PAYEE, ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, CLAIM, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT, FOR ANY REASON WHATSOEVER.**

2. ACCEPTANCE OF PRODUCT. Obligor acknowledges receipt of the Software and the Services and agrees that (i) such Software has been delivered or is ready for use and is accepted and (ii) the Services have been performed satisfactorily for the purposes of this IPA. **OBLIGOR ACKNOWLEDGES THAT THE EQUIPMENT HAS BEEN ACCEPTED FOR THE PURPOSES OF THIS IPA ON THE DELIVERY DATE SET OUT ABOVE OR IN A SEPARATE CERTIFICATE OF ACCEPTANCE.**

3. SECURITY INTEREST; HYPOTHEC. Obligor grants to Payee a security interest in the Equipment together with all additions and attachments and other parts of whatever nature which may from time to time be installed in or attached thereto and the proceeds of every type, item or kind (cash and non-cash). Where the head office or registered office of Obligor or the Equipment is located in the Province of Quebec and as continuing security for the payment and performance of the Indebtedness (as defined below), Obligor hereby hypothecates in favor of Payee the Equipment and any proceeds thereof for an amount equal to 120% of the Total Amount Payable, together with interest thereon from the date hereof at the rate of 25% per annum. The hypothec will be governed by and construed in accordance with the laws of the Province of Quebec. The security interest and hypothec granted hereby secures payment and performance of any and all obligations, indebtedness and liability of Obligor to Payee (including interest thereon) (collectively the "Indebtedness").

4. ENTIRE IPA. THIS IPA INCLUDING ANY SCHEDULES SPECIFIED ABOVE ("Schedules") AND THE STANDARD IPA TERMS AND CONDITIONS ACCESSIBLE ONLINE AS DOCUMENT NUMBER: 353Y28D AT WWW.SEEMYTERMS.COM ("Standard IPA Terms") CONSTITUTE THE ENTIRE AGREEMENT BETWEEN PAYEE AND OBLIGOR RELATING TO THE FINANCING OF THE PRODUCT and supersedes all prior or existing agreements or understandings, oral or written, with respect thereto and shall not be modified or amended except by written agreement signed by the parties. Any Schedules and the Standard IPA Terms are hereby incorporated into this IPA by this reference. This IPA shall not become binding upon Payee until accepted by Payee, as evidenced by, among other things, Payee's payment to the Supplier in respect of the Product. In the event this IPA involves 2 or more Obligors ("Co-Obligors"), each Co-Obligor will be held jointly and severally liable under the terms and conditions of this IPA including for all amounts due or becoming due under this IPA. If any provision of this IPA is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this IPA. Obligor agrees that any photocopy, faxed copy or other reproduction of this IPA as executed by Payee shall be binding on Obligor to the same extent as an originally executed version of this IPA, and Payee's photocopy, faxed copy or reproduction of this IPA shall be deemed to be the original version of the IPA and may be used by Payee in any court proceeding. The parties agree that this document be written in the English language. Les parties aux présentes conviennent que ce document soit rédigé en anglais.

IN WITNESS WHEREOF, Payee and Obligor have executed this IPA. **OBLIGOR ACKNOWLEDGES THAT OBLIGOR HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS IPA, ANY SCHEDULES AND THE STANDARD IPA TERMS ACCESSIBLE ONLINE AS DOCUMENT NUMBER: 353Y28D AT WWW.SEEMYTERMS.COM.**

Payee: CISCO SYSTEMS CAPITAL CANADA CO.

Obligor: CITY OF CORNER BROOK

By: _____

By: _____

Name:

Name:

Title:

Title:

Request for Quotations - Cisco Software and Hardware

Page 25 of 57

Pre-Authorized Debit (PAD) Authorization

Contract/Reference No. 722194 (the "Contract")
--

PAYOR (CUSTOMER) INFORMATION:

Name:	CITY OF CORNER BROOK	Address:	P.O. BOX 1080, 5 PARK STREET
City:	CORNER BROOK	Province:	NL
Postal Code:	A2H 6E1	Phone No.:	709 637 1513
Email:	FPARSONS@CORNERBROOK.COM	Fax No.:	

BANK ACCOUNT INFORMATION:

Please see attached VOID cheque, which must be attached to this form

PAD DETAILS:

Type of Payment: Personal ☐ Business ☒ (select one)

I/We (the "**Undersigned**") hereby authorizes and directs CISCO SYSTEMS CAPITAL CANADA CO. (the "**Payee**") to debit the account identified on the attached void cheque maintained at the financial institution designated on the attached void cheque (or any other account the Undersigned may authorize at any time) for the payments owing by the Undersigned to the Payee under the Contract in accordance with the payment amount and payment frequency set out in the Contract or, if the payment amount is not set out in the Contract, for the amount set out in each invoice issued by the Payee to the Undersigned pursuant to the terms of the Contract.

The Undersigned hereby waives its right to receive pre-notification from the Payee of the amount of any debit authorized by this agreement and further agrees that it does not require advance notice of the amount of any debit authorized by this agreement before such debit is processed by the Payee.

This authorization is to remain in effect until the Payee has received written notification from the Undersigned of its change or termination. This notification must be received at least thirty (30) days before the next debit is scheduled at the address provided below. The Undersigned may obtain a sample cancellation form, or more information on the Undersigned's right to cancel a PAD Agreement at the Undersigned's financial institution or by visiting www.payments.ca. The cancellation of the authorization given by the Undersigned by this agreement will not relieve or otherwise affect the obligations of the Undersigned to the Payee under the Contract.

The Undersigned has certain recourse rights if any debit does not comply with this agreement. For example, the Undersigned has the right to receive reimbursement from any debit that is not authorized or is not consistent with this agreement. To obtain more information on recourse rights of the Undersigned, the Undersigned may contact its financial institution or visit www.payments.ca.

CUSTOMER: CITY OF CORNER BROOK

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CISCO SYSTEMS CAPITAL CANADA CO.

3450 SUPERIOR COURT, UNIT 1, OAKVILLE, ON L6L 0C4

Tel: 1-877-523-5515, Fax: 1-800-743-0169, Email: clientservices-ca@leasedirect.com

Certificate of Acceptance

Payee: **CISCO SYSTEMS CAPITAL CANADA CO.** (herein called "Payee"), 3450 SUPERIOR COURT,
UNIT 1, OAKVILLE, ON L6L 0C4

Obligor: **CITY OF CORNER BROOK** (herein called "Obligor"), P.O. BOX 1080, 5 PARK STREET,
CORNER BROOK, NL, A2H 6E1

1. Payee and Obligor have heretofore entered into that certain Installment Payment Agreement No. 722194 (the "IPA"). Unless otherwise defined herein, capitalized terms used herein have the same meanings specified in the IPA.

2. Obligor hereby certifies and agrees that:

- (a) Obligor has selected the manufacturer(s) and supplier(s) of the Product;
- (b) The Equipment and or Software is situated in the location(s) set out in the IPA;
- (c) The Equipment has been assembled and installed, the Software and/or Services have been received and the Product is ready for use, is in good working condition and is satisfactory for all of Obligor's purposes;
- (d) Obligor has accepted delivery of the Product for all purposes on the _____ day of _____, 20 ____ (the "Delivery Date"); and,
- (e) A facsimile, scanned or other electronic copy of this Certificate of Acceptance as executed by Obligor may be treated as an original and will be admissible as evidence of this Certificate and Obligor's unequivocal acceptance of the Product.

Obligor:

CITY OF CORNER BROOK

By: _____

Name: _____

Title: _____



Insurance Authorization

****PLEASE COMPLETE AND FORWARD TO YOUR INSURANCE BROKER****

Finance Agreement No.: 722194
 Obligor: CITY OF CORNER BROOK
 Address: P.O. BOX 1080,5 PARK STREET, CORNER BROOK, NL, A2H 6E1
 Co-Obligor & Address:
 (if applicable)
 Equipment Description: PLEASE REFER TO QUOTE #2021-01 ISSUED BY IGNITE ALLIANCE CORP.

Agent/Broker Name: _____ Broker's Address: _____
 Broker's Email: _____
 Broker's Phone No.: _____ Insurance Company: _____
 Broker's Fax No.: _____

Dear Insurance Representative:

You are hereby directed to accommodate CISCO SYSTEMS CAPITAL CANADA CO., 3450 SUPERIOR COURT, UNIT 1, OAKVILLE, ON L6L 0C4 for the following coverage:

1. Evidence of insurance in the form of binder(s) is acceptable until formal certificates can be issued. Please sign and FAX the acknowledgement below and binder(s) to 1-800-743-0169 and mail or deliver the formal certificates to CISCO SYSTEMS CAPITAL CANADA CO. at the address above.
2. Property Insurance
 - (a) "All Risk"physical damage insurance.
 - (b) Reference to Financing Agreement No. 722194 and a description of the covered equipment should be included.
 - (c) Limits: The full replacement value of the equipment but not less than \$17,547.86
 - (d) Endorsement naming "CISCO SYSTEMS CAPITAL CANADA CO., its successors and assigns" as first Loss Payee.
 - (e) Minimum acceptable coverage shall be equal to the cost of the equipment and its replacement value for the remaining term of the Finance Agreement.
 - (f) Endorsement giving CISCO SYSTEMS CAPITAL CANADA CO. 30 days prior written notice of any cancellation, reduction, or alteration of coverage.
3. Public Liability Insurance
 - (a) General Liability insurance, naming "CISCO SYSTEMS CAPITAL CANADA CO., its successors and assigns" as Additional Insured.
 - (b) Minimum acceptable coverage: Bodily injury: \$2,000,000.00 per occurrence; Property damage; \$500,000.00 per occurrence.
 - (c) Products and/or completed operations, and blanket contractual liability to be included.
 - (d) Endorsement giving "CISCO SYSTEMS CAPITAL CANADA CO." thirty (30) days prior written notice of any cancellation, reduction or alteration of coverage.
 - (e) Maximum of \$10,000.00 deductible or 5% of item 2(c) above, whichever is less.

4. All premiums and other costs associated with above insurance coverage are the total responsibility of above named Obligor and Co-Obligor.
5. Location : As set out in the Finance Agreement noted above.

This is your authorization to immediately comply with the instructions and requirements set forth above including immediate submission of binder(s) and subsequent delivery of certificates to CISCO SYSTEMS CAPITAL CANADA CO.

Obligor: CITY OF CORNER BROOK

By: _____

Name: _____

Title: _____

To: CISCO SYSTEMS CAPITAL CANADA CO. ("the Company"):

We the Agent/Broker for CITY OF CORNER BROOK, hereby confirm that insurance coverage is carried by the above noted Obligor in accordance with paragraphs 2 and 3 above, the particulars of which are as follows:


Insurance Company: _____

Policy No: _____ **Expiry Date:** _____ **Liability Coverage: \$** _____

All Risk Coverage: \$ _____ **Deductible: \$** _____

CISCO SYSTEMS CAPITAL CANADA CO. and its successors and assigns are noted as first Loss Payees for the equipment described herein under the All Risk Perils Coverage and as Additional Insureds under the Liability Coverage. A certified copy of the Policy will follow in due course. The Company will be given a minimum of 30 days prior written notice of any termination, cancellation or significant alteration to the terms of the insurance carried by this client.

Signature of Agent/Broker: _____ Date: _____

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Discretionary Use (Home Based Business Office) – 50 Hillcrest Road	
Report Information	
Department: CEDP	Attachments: Memo, map, application
Prepared By: James King	Council Meeting Date: March 22, 2021

Issue:

The City of Corner Brook received an application requesting permission to operate a home based business office from the dwelling located at 50 Hillcrest Road which is located in a Residential Medium Density Zone.

Background:

A notice was delivered to the residents in the immediate area of 50 Hillcrest Road indicating the proposed home based business office. As a result of this notice, no submissions were received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the requested home based business office.

Recommendation:

Staff recommends Option 1 and the following motion be supported:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business office from the dwelling located at 50 Hillcrest Road in accordance with Regulation 11 - Discretionary Powers of Authority.


Options:

1. That Council approve the application to operate a home based business office from the dwelling located at 50 Hillcrest Road in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business office from the dwelling located at 50 Hillcrest Road in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

Legal Review: N/A

Governance Implications: N/A

Budget/Financial Implications: N/A

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Environmental Implications: N/A

Communication Strategy:

Notice of the proposed home based business office was delivered to residents in the immediate area of 50 Hillcrest Road and posted online on the City of Corner Brook website.

Prepared by: James King
Director: Darren Charters
City Manager: Rodney Cumby
Date: March 10, 2021

Additional Comments by City Manager:

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: 50 Hillcrest Road – Home Based Business Office
Date: March 10, 2021

The City of Corner Brook has received an application to operate a home based business office (online tutoring business) from the dwelling located at 50 Hillcrest Road which is located in a Residential Medium Density Zone.

A home based business office is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 50 Hillcrest Road indicating the above mentioned request. As a result of this notice the City did not receive any correspondence.

While there is no proposed clientele proposed to visit the dwelling, a site inspection by City staff has revealed that there is sufficient parking at this location for both the existing single dwelling unit and the proposed home based business office.

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

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

James King, CET, CPT
Development Inspector I



King, James

From: Rumbolt, Deon
Sent: March 3, 2021 8:35 AM
To: King, James
Cc: Stewart, Shelley
Subject: Fw: Online Permit Submission

From: Stewart, Shelley
Sent: March 2, 2021 6:16 PM
To: King, James; Rumbolt, Deon
Subject: Fw: Online Permit Submission

From: ONLINE PERMIT SUBMISSION <noreply@cornerbrook.com>
Sent: Tuesday, March 2, 2021 4:56:30 PM
To: Stewart, Shelley
Subject: Online Permit Submission

Date	03/03/2021
Owner Name	[REDACTED]
Phone Number	[REDACTED]
Email	[REDACTED]
Owner / Applicant Address	50 Hillcrest Rd Corner Brook, Newfoundland and Labrador A2H 1N8 Canada Map It
Property Address	50 Hillcrest Rd Corner Brook, Newfoundland and Labrador A2H 1N8 Canada Map It
Builder Address	Newfoundland and Labrador Canada Map It
Development Type (Please check appropriate box)	

- HOME BASED BUSINESS

Description of Work

Online tutoring business. All operations are online. Nobody comes to my house. Set up a small home office from which I tutor high school, university and college students in math and physics.

Estimated Construction Value (MATERIALS & LABOUR)

\$ 0.00 CAD

DECLARATION

☒ I agree to terms in the declaration

DECLARATION:

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


NOTE:

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

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	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Discretionary Use (Home Based Business) – 5 Reid’s Road	
Report Information	
Department: CEDP	Attachments: Memo, map, application
Prepared By: James King	Council Meeting Date: March 22, 2021

Issue:

The City of Corner Brook received an application requesting permission to operate a home based business from the dwelling located at 5 Reid’s Road which is located in a Residential Medium Density Zone.

Background:

A notice was delivered to the residents in the immediate area of 5 Reid’s Road indicating the proposed home based business. As a result of this notice, no submissions were received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the requested home based business.

Recommendation:

Staff recommends Option 1 and the following motion be supported:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business from the dwelling located at 5 Reid’s Road in accordance with Regulation 11 - Discretionary Powers of Authority.

Options:

1. That Council approve the application to operate a home based business from the dwelling located at 5 Reid’s Road in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business from the dwelling located at 5 Reid’s Road in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

Legal Review: N/A

Governance Implications: N/A

Budget/Financial Implications: N/A



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

Environmental Implications: N/A

Communication Strategy:

Notice of the proposed home based business was delivered to residents in the immediate area of 5 Reid's Road and posted online on the City of Corner Brook website.

Prepared by: James King

Director: Darren Charters

City Manager: Rodney Cumby

Date: March 10, 2021

Additional Comments by City Manager:

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: 5 Reid's Road – Home Based Business
Date: March 16, 2021

The City of Corner Brook has received an application to operate a home based business (guitar repairs) from the dwelling located at 5 Reid's Road which is located in a Residential Medium Density Zone.

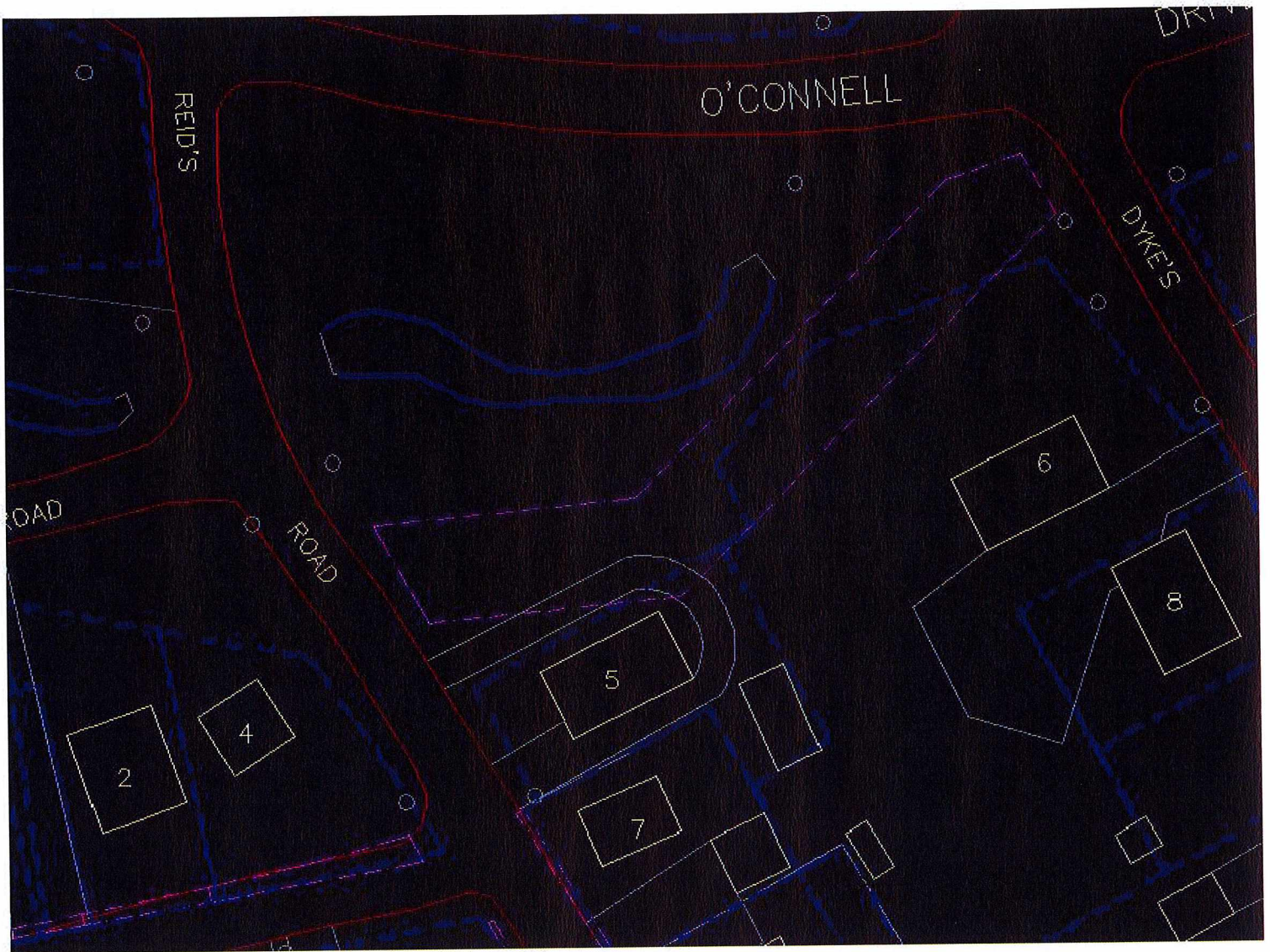
A home based business is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 5 Reid's Road indicating the above mentioned request. As a result of this notice, the City did not receive any correspondence.

It is proposed that up to two (2) people per day drop off guitars for repair, however, it has been conveyed to me that in all likelihood there may only be a few customers per week visiting the premises. A site inspection by City staff has revealed that there is sufficient parking at this location for both the existing single dwelling unit and the proposed home based business.

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

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

James King, CET, CPT
Development Inspector



From: King, James
Sent: March 16, 2021 2:53 PM
To: Stewart, Shelley
Subject: FW: Online Permit Submission

Date

03/10/2021

Owner Name

[REDACTED]

Phone Number

[REDACTED]

Email

[REDACTED]

Owner / Applicant Address

5 Reid's Road
 Corner Brook, Newfoundland and Labrador A2H5Y8
 Canada
[Map It](#)

Property Address

5 Reid's Road
 Corner Brook, Newfoundland and Labrador A2H5Y8
 Canada
[Map It](#)

Builder Name

[REDACTED]

Builder Address

5 Reid's Road
 5 Reid's Road
 Corner Brook, Newfoundland and Labrador A2H5Y8
 Canada
[Map It](#)

Development Type (Please check appropriate box)

- HOME BASED BUSINESS

Description of Work

I am applying to Fender Guitars to be an authorized service center for their guitars in this area. They want me to be legally established in the region to allow this so I want to set up a home-based small business. Basically it will be a room in my house with a work bench to handle guitar repairs.
 So there is no new construction of any kind or any type of store front.

When someone has an issue with their guitar they will drop it off at my residence to get serviced. There should not be any problem with extra pollution, loud noises or additional parking space needed. This would be a small spare time thing for me as I already have a fulltime job. So there should only be 1 or 2 customers a day to drop off a guitar at max. More than likely there may be only a few customers per week.

Estimated Construction Value (MATERIALS & LABOUR)

\$ 0.00 CAD

DECLARATION

☒ I agree to terms in the declaration

DECLARATION:

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


NOTE:

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

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	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Rent Relief	
Report Information	
Department: Finance & Administration	Attachments: List of tenants proposed for relief
Prepared By: Dale Park	Council Meeting Date: March 22, 2021

Issue:

Portions of the Corner Brook Civic Centre has been closed to the public since February 12, 2021 due to the orders from Public Health, and the tenants of the building have not or were not able to occupy their respective spaces. In 2020 the City provided rent relief to the tenants affected by the COVID closures.

Background:

On February 12, 2021 the Provincial Chief Medical Officer of Health issued new orders as a result of the latest outbreak of COVID-19. As a result of these measures, the tenants in the Corner Brook Civic Centre were required to close and were unable to continue their operations. In 2020, during a similar situation, the City provided rent relief to the tenants for the periods of time they were unable to open or operate. The monthly rent for all of the tenants at the Civic Centre is \$9,856. The monthly rent for the Corner Brook Curling Club is \$1,836. The total amount of rental relief will be variable depending on when the respective tenant is once again able to open.

Recommendation:


It is staff recommendation to provide rent relief to the tenants of the Corner Brook Civic Centre starting mid-February until the restrictions from Public Health are removed and the tenants are able to be opened to the public.

It is RESOLVED to approve rent relief to tenants of the Corner Brook Civic Centre from mid-February until the tenants of the Civic Centre were/are able to open to the public.

It is FURTHER RESOLVED to approve two months of rent relief to the Corner Brook Curling Club from mid-February until April 15, 2021.

Options:

1. Approve the rent relief as outlined
2. Approve the rent relief in an amount different than outlined
3. Reject the approval of the rent relief

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


Budget/Financial Implications: The total revenue loss would be variable based on the length of closure for each tenant. The total lease amount is \$9,856 per month for the Civic Centre. The total revenue loss for the Curling Club would be \$3,672 for two months.

Prepared by: Dale Park
Director: Dale Park
City Manager: Rodney Cumby
Date: March 16, 2021

Additional Comments by City Manager:

Corner Brook Civic Centre Leases

<u>Company/Person</u>	<u>Monthly Charge</u>
Forever Young Fitness	\$ 5,081
Forever Young Fitness	771
Hockey Hall of Fame	1,000
Natural Therapies	328
Saltos	2,426
Alpha 1 Safety an Security Ltd.	250
	<hr/>
	\$ 9,856
Corner Brook Curling Club	1,836
	<hr/>
	\$ 11,692

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Amendment – Agreement 75427 Newfoundland and Labrador Inc.	
Report Information	
Department: Finance & Administration	Attachments: Current 75427 Newfoundland and Labrador Inc.
Prepared By: Dale Park	Council Meeting Date: March 22, 2021

Issue:

75427 Newfoundland and Labrador Inc. (doing business as Digital Advertising Solutions "DAS") has requested an amendment to their June 26, 2019 agreement regarding the digital sign at the intersection of O'Connell Drive and University Drive.

Background:


The City and DAS signed an agreement in June 2019 in regards to the sales and digital management services for the digital signs and screens at the Corner Brook Civic Centre. The current agreement, amongst other things, requires a monthly payment equal to the higher of 50% of the revenues generated or \$700 per month from DAS to the City. While in "normal" times, this is not expected to be a challenge, due to the challenges as a result of the COVID-19 pandemic the revenues have been far more variable. It has been requested by DAS to change paragraph 4 effective January 1, 2021 of the current agreement to:

DAS shall pay to the City on a quarterly basis:

- a) **100% of the first \$700 per month of the of all gross revenue generated from advertising sale on three indoor and one outdoor digital billboard existing and owned by the City at CBCC; plus 50% of all gross revenue generated from advertising sale on three indoor and one outdoor digital billboard existing and owned by the City at CBCC over \$700 per month;**
- b) **100% of the first \$700 per month of the of all gross revenue generated on any additional digital billboards installed at the CBCC during the term of this agreement; plus 50% of all gross revenue generated on any additional digital billboards installed at the CBCC over \$700 per month during the term of this agreement.**

There shall not be a minimum monthly payment from DAS to the City for this agreement.

Recommendation:

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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It is staff recommendation to accept the wording change as requested by DAS for the digital advertising agreement at the Civic Centre.

It is **RESOLVED** to approve an amendment to the wording of the June 26, 2021 agreement with 75427 Newfoundland and Labrador Inc. as proposed:

4) Payments

DAS shall pay to the City on a quarterly basis:

- a) **100% of the first \$700 per month of the of all gross revenue generated from advertising sale on three indoor and one outdoor digital billboard existing and owned by the City at CBCC; plus 50% of all gross revenue generated from advertising sale on three indoor and one outdoor digital billboard existing and owned by the City at CBCC over \$700 per month;**
- b) **100% of the first \$700 per month of the of all gross revenue generated on any additional digital billboards installed at the CBCC during the term of this agreement; plus 50% of all gross revenue generated on any additional digital billboards installed at the CBCC over \$700 per month during the term of this agreement.**

There shall not be a minimum monthly payment from DAS to the City for this agreement.

Options:

1. Approve the amendment as outlined
2. Approve the amendment with different terms
3. Reject the approval of the amendment

Governance Implications:

Budget/Financial Implications: The negative financial impact to the City overall is expected to be minimal, but it allows the supplier to only have to pay the \$700 per month when it achieves revenues of at least \$700.

Prepared by: Dale Park
Director: Dale Park
City Manager: Rodney Cumby
Date: March 16, 2021

Additional Comments by City Manager:

This Agreement made in duplicate dated this 26 day of June, 2019 at the City of Corner Brook in the Province of Newfoundland and Labrador.

BETWEEN Corner Brook City Council, a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended (hereinafter referred to as "the City")

AND 75427 Newfoundland and Labrador Inc. doing business as Digital Advertising Solutions (hereinafter referred to as "DAS")

WHEREAS the City requires the management of digital sales and graphic design for the digital inventory at the Civic Centre (hereinafter referred to as the CBCC); particularly the digital sign at the intersection of O'Connell and University Drive (hereinafter referred to as "the Sign") and the indoor digital screens (hereinafter called "Displays").

AND WHEREAS DAS is will provide sales services and digital management services to the City on the terms and conditions specified herein;

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:

1. The City shall provide DAS unlimited access to the Sign and Displays for a period of three (3) years (the "Term"), subject to such rights of early termination as are otherwise set out in this Agreement. The Term shall commence on July 1, 2019 (the "Commencement Date").
2. DAS covenants with the City to:
 - a) Manage scheduling of all paid (advertising sold to Clients of DAS) and in house (advertising for the purposes determined by the City and Civic Centre Management including but not limited to PSA (Public Service Announcements), promotion of concerts, shows, galas or any activity held or promoted by the City or Civic Centre) content on the Sign and Displays.
 - b) Adhere to rates, rules, policies and regulations with respect to the Sign and Displays as determined by the CBCC.
 - c) Will honor any existing advertising contracts in current form at the outset of this agreement and for the duration of the contract.
 - d) Address all content creation needs of CBCC clients with respect to digital ad content with no additional cost to the CBCC.
 - e) Manage all inbound calls / requests directly from clients and potential clients as it relates to the Sign and Displays at CBCC.
 - f) Provide clients with follow up calls throughout their campaign to ensure they are satisfied with service. All customer issues will be communicated to CBCC.
 - g) Communicate any hardware / performance issues with respect to the Sign & Displays to CBCC.
 - h) Any hardware and / or software performance issues of equipment owned by DAS related to the ability to display ads will be remedied by DAS and at the sole expense of DAS.
 - i) Invoice clients and maintain accurate financial records of ad sales in an open and transparent manner for the Sign and Displays under DAS management. This would be addressed by setting up respective projects in accounting software to manage all transactions relating to all digital billboard ad sales on CBCC digital advertising assets.
 - j) CBCC staff or representative may contact DAS staff at any time to inquire about all financial

records relating to CBCC digital advertising assets under DAS management.

- k) On or before the last calendar day of each month from the commencement date, DAS will provide CBCC with an accounting software generated summary of gross sales by client for the previous month.
- l) By the last calendar day of each quarter from the commencement date (September 30th, December 31st, March 31st, and June 30th), DAS will provide the CBCC with the compensation due to CBCC, as calculated in accordance with Paragraph 4, for the sales for the previous quarter.
- m) Actively sell advertising space on non-digital advertising assets inside the CBCC with no compensation.
- n) Provide two weeks of complimentary advertising on five DAS indoor digital billboards for any new business that registers with the City.
- o) Provide the City with one complimentary 15 seconds ad slot on all DAS indoor digital billboards in the City (Inventory permitting). There are approximately 19 indoor digital billboards in Corner Brook, all with available inventory.
 - (a) Current indoor billboard locations include
 - I. Corner Brook Plaza (x3)
 - II. Health and Performance Clinic (x3)
 - III. Millbrook Mall (x2)
 - IV. Humber Community YMCA (x1)
 - V. Corner Brook CNA Campus (x4)
 - VI. Veitch Wellness Centre (x4)
 - VII. Corner Brook Visitor Information Centre (x1) Seasonal
 - VIII. Buck or Two Murphy Square (x1)
- p) Provide the City with a discount of 50% on additional indoor ad slots that they may want to buy to increase the intensity of their message delivery.
- q) Provide the City with a discount of 50% (on regular monthly rate) on outdoor digital billboards owned by DAS. This would be limited to four ads in total per month.
- r) Provide creative design on all ads COCB wants published on DAS indoor / outdoor digital billboards, at no cost provided the City gives DAS creative elements (copy, images, video, etc) and three days' notice prior to wanting content on billboards.

3. The City covenants with DAS:

- a. To provide DAS one complimentary dasher board for advertising and provide DAS a 50% discount on any additional non-digital advertising at the CBCC.
- b. The maintenance and any related expenses to remedy hardware and / or software performance issues related to the ability to display ads, owned the CCCB will be the sole responsibility of CCCB;

4. Payments

DAS shall pay to the City on a quarterly basis:

- a) 50% of all gross revenue generated from advertising sales on three indoor and one outdoor digital billboard existing and owned by the City at CBCC;
- b) 50% of all gross revenues generated from advertising sales on any additional digital billboards installed at the CBCC during the term of this agreement.

The minimum monthly payment from DAS to the City for this agreement shall be seven hundred dollars (\$700).

5. Term of Contract

- a) The contract will be in effect for a three year term effective on the commencement date of this agreement. Subject to the approval of both parties, there shall be an option to renew for an additional three year term. The option must be exercised, in writing by both parties at least one hundred and eighty (180) days prior to the expiry of the agreement.

5. The City reserves the right to cancel or alter any content related to any advertising on the Sign or Displays.
6. Either party may terminate this Agreement by providing the other party with at least six (6) months written notice. Neither party shall be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
7. Notwithstanding the Term set out in this agreement, if at any time DAS is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the City shall have the right to terminate this Agreement forthwith by serving DAS with a written notice of its' intention to terminate containing the date on which the termination will be effective and the reason(s) for termination. In such instance, DAS shall not be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
8. Any notice, document or other communication required or permitted to be given hereunder shall be sufficiently given if delivered or sent by prepaid registered mail or hand delivered as follows:

To the City at: c/o City Clerk
5 Park Street
P.O. Box 1080
Corner Brook, NL A2H 6E1

To DAS at: Ray Brake
[REDACTED]
P.O. Box 7
Corner Brook, NL A2H 3B7

Each of the parties shall be entitled to specify a different address by giving notice in writing in accordance with the terms hereof. Any such notice, if mailed, shall be deemed to have been given on the fifth (5th) business day following mailing.

9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any terms or provisions hereof shall be deemed valid and binding unless in writing and signed by an Officer of the Parties. Failure by either party to enforce any terms hereof shall not be deemed a waiver of future enforcement of that, or any other term.
10. DAS agrees that in performance of its services under this agreement neither DAS nor any person employed by or acting as agent for DAS shall be or be deemed to be an officer, servant or agent of the City or Corner

Brook City Council. DAS and its employees and agents shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City or Corner Brook City Council.

11. DAS shall indemnify the City against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of DAS or any agent, contractor, servant, employee or licensee of DAS, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.
12. The City and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of DAS its servants or agents in the performance of his, her, its or their obligations under this Agreement. DAS shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.
13. DAS shall, at all times and at its own expense maintain in force commercial general liability insurance and shall provide the City with certificates of a policy or policies of an insurance company or companies for :
 - a) Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars.

Every policy or policies of insurance maintained by DAS shall name the City an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the City on or before the commencement date, thereafter annually on the anniversary of commencement, and at such other times as required by the City within five (5) days of request of the City.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
15. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.
16. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
17. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

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

SIGNED SEALED AND DELIVERED by
DAS in the presence of:

[Redacted Signature]

Witness

[Redacted Signature]

Director

Witness

Director

SIGNED SEALED AND DELIVERED by
The City in the presence of:

[Redacted Signature]

Witness

[Redacted Signature]

Mayor or Deputy Mayor

[Redacted Signature]

Witness

[Redacted Signature]

City Clerk or CAO

