



## **CITY OF CORNER BROOK**

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Committee of the Whole Meeting of the Corner Brook City Council, to be held on **May 10, 2021** at **7:00 p.m. Council Chambers, City Hall.**

**Due to COVID-19 there will be no public access to City Hall. The meeting will be livestreamed on the City's Facebook Page.**

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CITY CLERK

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**MINUTES OF A COMMITTEE OF THE WHOLE OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
VIDEO CONFERENCE  
MONDAY, 12 APRIL, 2021 AT 7:00 PM**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager 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	
	B. Staeben	M. Redmond, City Clerk

Absent with regrets: Deputy Mayor B. Griffin

**COW21-042    Approval of Agenda**

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

**COW21-043    Approval of Minutes [March 1, 2021]**

On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is **RESOLVED** to approve the Minutes of the Committee of the Whole Meeting of March 1 as presented. **MOTION CARRIED.**

**COW21-044    Confirmation of Minutes**

In accordance with the section 41(3) of the City of Corner Brook Act, "*Where a decision is made by the councillors at a privileged meeting, the decision in order to be valid shall be ratified at a public meeting of the council.*", the following resolutions were brought forward for ratification and were motioned:

It is **RESOLVED** to ratify minute CC21-004: (Chaisson/Buckle)

It is **RESOLVED** to ratify minute CC21-006: (Chaisson/Carey)

**MOTION CARRIED on all minutes.**

**COW21-045    Business Arising From Minutes**

Councillor L. Chaisson requested an update on item COW21-038 (Code of Conduct Council). The City Manager advised that the review has been completed and it will be brought forward to the next public meeting. Council will be provided with the information prior to the next meeting.

**COW21-046    Proclamation**

Mayor Parsons announced that proclamations were signed declaring the following:

- March 31st, 2021 was declared as Transgender Day of Visibility 2021; and
- April 2021 is declared as Child Abuse Prevention Month.

**COW21-047    Protective Services Update**

Councillor J. Carey presented the monthly activity report for the Protective Services Division for the month of March as follows:

- **Municipal Enforcement Officers** received 69 calls for service including By-law enforcement, Taxi Regulations, Animal Control and Parking Enforcements.
- It was also noted that MEO's worked from home from March 1-15th and had assigned security duties at the front desk for the remainder of the month due to COVID-19 alert level);
- **The Corner Brook Fire Department** received 28 calls for service and the **Fire Prevention Inspector** conducted 33 commercial inspections;
- **The Corner Brook PSAP** received a total of 4228 calls.

**COW21-048    City Water Usage Update**

Councillor V. Granter presented an update on the City Water Usage from the Public Works, Water and Wastewater Department. Since the new Water Treatment Plant was put into service in March of 2015 the City has reduced its water demand from approximately 30 million litres per day to approximately 20 million litres per day. He commented, there is a high demand for water each spring which has been estimated that the Spring water demand is approximately 100 million litres in excess of the average monthly usage. Residents were reminded of ways that they can conserve water and help reduce the plant demand.

**COW21-049    Development and Planning Update**

Councillor L. Chaisson presented the monthly activity report of the Development and Planning Division projects as follows:

- **Municipal Plan (IMSP) and Development Regulations Update** - The consultant is preparing for Public Engagement opportunities and are creating a website that will be accessible from the City website that will have its own identifiable branding for the project. The website is expected to go live this month and will be followed by a press release, distribution of stakeholder email, an online presentation and FAQ's being posted. There will also be a Planning Analysis Report, an interactive map and an online survey out in May and stakeholder and target audience interviews will be ongoing through May and early June.
- **CB Acute Care Hospital** - Still on target for completion date set for the end of 2023 and most permits have already been issued.

- For the month of March there was a total of 14 permits issued for a total of \$803,690 including for new institutional, new residential and others. There have been no new residential units approved so far this year.

**COW21-050    IMSP & DR Consultative Services Agreement Execution**

On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** to execute the Consultative Services Agreement for the IMSP and DR 2022 project with Upland Planning and Design Inc. for the estimated cost of \$99,107.00 (HST included). **MOTION CARRIED.**

**COW21-051    Community Services Project Update**

Councillor T. Buckle presented the monthly activity report of the Community Services Division as follows:

- **Star** - Staff are working with funding partners to complete the final stages of this phase of the project. Staff met on April 12th to provide an update on projects and project phase closeout, to confirm building capacity needs have been satisfied and to gauge interest in serving on an implementation Committee. Staff are currently working on a funding application with ACOA for the implementation phase of the project.
- **Trails** - Staff are working with Crown Lands to amend Licenses to Operate (LTO) to allow for upgrades required for the project and staff are watching for funding announcements for this initiative.
- **Branding** - The Request for Proposals is complete and waiting for release once funding is confirmed.
- **Visitor Information Centre** - Staff are working with the Board of Trade on a new one year extension to operate the VIC and to improve services offered at the Confederation Drive location.
- **Mill Whistler** - Staff are working on a program for 2021 with COVID-19 measures in place and is expected to include "bubble" rides and special events.
- **Jigs and Wheels Festival** - Staff are working on a modified Jigs and Wheels festival for July 30 to August 8th. More details are expected to come at a later date.
- **Go Western DMO Project** - Staff are still finalizing details on the project with DMO to create digital content for social media and web sites.
- **2021 Spring Cleanup** - Staff are working on the details of a month long clean up event that will take place during the month of May that will differ from the format of previous years. More details to come.
- **Transit Study and System Design** - Staff are working with the consultant to finalize recommendations and the final report which is expected in the coming weeks.
- **Community Gardens and Composting Program** - Staff are working with Western Environment Centre (WEC) on the final details for a new community garden in Curling in the Brosnan

Street area. Public Works staff are helping to build garden boxes and assemble the community composters to be delivered early in the season.

**COW21-052     2020 Annual Expenditure Report - Gas Tax Funding**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to approve the Annual Expenditure Report for Gas Tax Funding as presented. **MOTION CARRIED.**

**COW21-053     Collective Agreement - CUPE 706**

On motion by Councillor B. Staeben, seconded by Councillor V. Granter, it is **RESOLVED** to approve the ratification of the Labour Agreement with the Canadian Union of Public Employees Local 706 for the period ended December 31, 2024. **MOTION CARRIED.**

**COW21-054     Tax Update**

Councillor B. Staeben presented an update from the Finance & Administration Department on the Taxes Receivable. At the end of March 2021 there was a total of \$7,276,502 in outstanding taxes with a total of 2,303 accounts, 364 of which are business tax accounts totaling \$1,668,414. Staff are actively working to collect the outstanding accounts and encourage residents and businesses to make arrangements to have their accounts paid in full or set up a payment plan. Failure to address any outstanding balance will result in the City taking further collection efforts including water shut off, rental seizures, tax sales, statement of claim or other legal action.

**COW21-055     Civic Centre Update**

Councillor T. Buckle provided an update on the Civic Centre operations. Operations of the Civic Centre have been greatly impacted the past 6 to 7 weeks following the changes in COVID-19 alert levels and subsequent closures of services following the identification of the variant in the province. Over the past several weeks the Civic Centre began opening a variety of activities as follows:

- Natural Therapies (March 15);
- Walking Track (March 18);
- Meetings and Training Sessions (March 18);
- Forever Young Fitness Centre (March 27);
- Saltos (March 27);
- Studio Opens (March 30);
- Kinsmen Arena Opens (March 31); and
- Religious gatherings (April 2).

Some groups have decided to end their seasons such as the Women's Volleyball league and the Corner Brook Minor Hockey which subsequently eliminated the possibility for opening both ice surfaces and therefore ice

was returned to the Kinsmen arena only. Demand for recreation for both the Kinsmen and Studio remain high as well as for meetings and non-recreational use. The anticipation of vaccines for a majority of the province should allow for regular summer programming.

**COW21-056    Recreation Services Update**

Councillor T. Buckle provided an update on the Recreation Services as follows:

- Active Tots (Civic Centre Studio) - will resume on Tuesday April 20th and will run on Tuesdays and Thursdays from 9:30-11:00 a.m. and is free of charge. Registration is required and can be completed on our website. Participant numbers are limited due to COVID-19 Alert Level Restrictions.
- Older Adult Fitness with Nora (Civic Centre Studio) - will take place on Monday and Wednesdays 10:30-11:30 a.m. A \$2.00 fee is required and participant numbers are limited due to COVID-19 Alert Level Restrictions.
- Summer Employment at Margaret Bowater Park - Recreation Services is currently seeking applications for summer employment at Margaret Bowater Park. The positions include Margaret Bowater Park Events Coordinator, Full-time Lifeguards and Part-time lifeguards.
- Ribfest - The City is working closely with Ribfest organizers to secure this event for the summer under COVID-19 regulations. Ribfest is expected to be held September 3rd-5th, 2021 at the Civic Centre Parking lot. More information will be available on the website and social media later this summer.
- Fred Basha Softball Field - will undergo infield upgrades in Spring 2021. Recreation, Engineering and Public Works are working closely on developing a mix of material that will provide a safe playing surface. Work is expected to begin as soon as possible and have little to no impact on the softball season.

**COW21-057    Capital Projects Update**

Councillor J. Carey presented an update on current and upcoming Capital Projects as follows:

- Corner Brook Recreation Centre - The Design Build Request for Proposals (RFP) has been released to the three top proponents from the Request for Qualifications (RFQ) and the RFP is scheduled to close on Friday, April 30th. Staff is in the process of engaging an Operational Consultant to assist with the detailed design review of the facility and to assist the Governance Committee in developing an operational model for the new facility.
- 2021 Asphalt Program - Staff are currently working on the priority program list for 2021. Once the list is finalized it will be presented to Council prior to the tender being released in May. This year's program is valued at \$1.7 million.

- Future Capital Projects - There has not been any capital funding announcements from the Province thus far.
- Steady Brook Water Study - An application has been submitted for funding for this study which will determine the best alternative to supply Steady Brook with water from Corner Brook. There is no word so far on funding.
- Mt. Bernard Sanitary Sewer Study – a Study is being done to determine what system upgrades are required to accommodate the new hospital. Different scenarios are being modeled by the consultant and the study is expected to be complete by mid-May 2021.

**COW21-058     Agreement - Greater Board of Trade - Visitor Information Centre**

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to approve execution of the agreement attached hereto with the Greater Board of Trade to operate the Visitor Information Centre for the 2021 season from May 21st, 2021 to Monday September 6th, 2021 at a cost of \$22,000 (HST included). **MOTION CARRIED.**

**COW21-059     Pavement Markings 2021-01**

On motion by Councillor V. Granter, seconded by Councillor Chaisson, it is **RESOLVED** to award the three-year contract to Provincial Pavement Markings Inc. for the installation of pavement marking for the annual amount of \$65,147.50 (HST included). **MOTION CARRIED.**

**COW21-060     Recreational Vehicle Regulations 2019-2021 Amendment**

Councillor J. Carey provided notice a notice of motion for an amendment to the Recreation Vehicles Regulation, 2019 as follows:

In accordance with Section 39 of the City of Corner Brook Act TAKE NOTICE that, I will, at the next meeting of the Council, move to adopt the amendments to the Recreation Vehicles Regulation, 2019 as follows:

- adding a revised Section 5 that authorizes the director to provide permits to residents to access the designated routes and trails from their homes;
- extending dates of operation by 45 days;
- a revised schedule "A" that adds Lundrigan Drive to the designated routes and bans portions of some busy streets;
- a new schedule "B" that outlines a cost of ATV permits;
- a new schedule "C" that addresses the penalties and fines for regulation non-compliance.

A notice will be published to allow comments to be submitted and the motion will come back to the next Public Meeting for decision.

**COW21-061    Council Meeting Schedule 2021**

The Mayor presented the prospective Council meeting schedule for April to September 2021. The schedule was approved as presented.

**COW21-062    Election 2021**

Councillor B. Staeben presented a Notice of Motion on the Vote by Mail Regulations as follows:

In accordance with Section 39 of the City of Corner Brook Act TAKE NOTICE that, I will, at the next meeting of the Council, move to adopt the Vote By Mail Regulations as attached hereto.

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to appoint the Legislative Assistant as Alternate Returning Officer for the 2021 Municipal Election. **MOTION CARRIED.**

**ADJOURNMENT**

The meeting adjourned at 8:20 p.m.


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City Clerk

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Mayor



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Proclamations</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments: Proclamation</b>
<b>Prepared By: Jessica Smith, Legislative Assistant</b>	<b>Council Meeting Date: May 10, 2021</b>

**Topic:** Proclamations

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

- The week of **MAY 1<sup>ST</sup> – 7<sup>TH</sup>** be declared as **NATIONAL YOUTH WEEK** in the City of Corner Brook.

<b>Prepared by: Jessica Smith, Legislative Assistant</b>
<b>Supervisor: Marina Redmond, City Clerk</b>
<b>City Manager: Rodney Cumby</b>
<b>Date: May 6, 2021</b>





### ***Proclamation Youth Week May 1 - 7, 2021***

**WHEREAS:** There is an increasing interest in intentional youth development through recreation in Canada that is founded on a substantial and growing body of research to support the role of recreation in the positive development of youth. Meaningful youth engagement through recreation emphasizes access, equity and social justice and leads to positive youth development; and

**WHEREAS:** National Youth Week reminds us all of the valuable contributions that recreation and parks can make to youth development; and that youth can make to community development; and


**WHEREAS:** National Youth Week is also endorsed by a network of agencies and individuals committed to the positive development of youth;

**THEREFORE:** I, Mayor Jim Parsons, do hereby proclaim May 1 to 7, 2021, as Youth Week in the City of Corner Brook. Signed at City Hall, Corner Brook, NL on this 6<sup>TH</sup> day of May 2021.

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Mayor Jim Parsons



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Spring Clean Up 2021</b>	
<b>Report Information</b>	
<b>Department: Public Works, Water, And Wastewater</b>	<b>Attachments: N/A</b>
<b>Presented By: Donald Burden</b>	<b>Council Meeting Date: May 10, 2021</b>

## **Topic: Spring Clean Up 2021**

### **Background:**

Now that snow clearing operations is done for another season, Public Works is now focused on Spring Clean Up and more specifically street sweeping to collect all the deicing sand that was used this past winter on City Streets.

To date Public Works has been utilizing the two new sidewalk pick up brooms, purchased last year, along with our large truck mounted street sweeper. For this season Council has approved \$400,000 to purchase a new large truck mounted street sweeper, however, due to the pandemic, the delivery of this new piece of equipment is delayed such that it will not be available for Spring Clean Up 2021. With the early Spring this year Public Works wanted to get the streets swept early to allow line painting to commence and finish earlier than usual. Public Works reached out to numerous municipalities around the Province asking to rent an additional sweeper and luckily the Town of Port aux Basques had a spare they were willing to lend us.

With all four pieces of equipment working 24 hours a day, Spring Clean Up is progressing nicely. To date the following areas have been done:

#### **Hand Scraped:**

- Mt. Bernard Avenue
- Country Road
- Curling Street

#### **Streets Swept:**

- Mt. Bernard Avenue
- Wellington Street
- Citadel Drive
- University Avenue
- Canada Games Place
- Corporal Pinksen Drive
- Grenfell Drive



## City of Corner Brook Information Report (IR)

- Poplar Road
- Country Road
- Downtown (West Street, Main Street, and Broadway)
- St. Marks Avenue
- Premier Drive
- Clarence Street
- Humber Road
- Hospital Hill
- O'Connell Drive
- Curling Street

### Sidewalks Swept:

All the sidewalks have been swept with the bobcat pickup broom except the downtown area which has to be done at night. The next step is to sweep it all again with the regular bobcat broom to get the areas the pickup broom missed. We have to do that on a rainy day to prevent a dust storm and when the street sweeper is available to follow the bobcat to sweep the debris off the road. Examples of sidewalks swept to date include:

- Mt. Bernard Avenue
- University Avenue
- Canada Games Place
- Grenfell Drive
- Corporal Pinksen Drive
- Elizabeth Street
- O'Connell Drive
- Wellington Street
- Citadel Drive
- St. Marks Avenue
- St. John's Place
- Premier Drive
- Clarence Street
- West Valley Road
- East Valley Road
- Brookfield Avenue
- Hospital Hill
- Humber Park
- Montgomerie Street
- Humber Road
- Riverside Drive



## City of Corner Brook Information Report (IR)

- Popular Road
- Lower Caribou
- Lower Country

The next area for the hand scraping and street sweeping will be Main Street and progressing up Humber Road. Right now we are primarily focused on sweeping downtown and streets that contain pavement markings, however, now that a lot of this is done we will be moving onto the side streets.

Green Spaces:

The attached document lists all the City's Green Spaces that have been cleaned to date.

### **Objective:**

To conduct Spring Clean Up in a safe and efficient manner.

**Governance Implications:** N/A

**Budget/Financial Implications:** The 2021 annual budget for the Spring Clean Up is \$200,000.

<b>Prepared by:</b> Donald Burden
<b>Director:</b> Donald Burden
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> May 4, 2021

**Additional Comments by City Manager:**



### 3.2 BUILDINGS

**Table 3.2 – Buildings**

LOCATION	FREQUENCY	DRAWING #	DATE
B1. Old City Hall (Main Street & Mt. Bernard Ave.)	BW	1	Done
B2. Infrastructure & Public Works (Charles St.)	M	2	
B3. Lion's Recreation Centre (Wellington Street)	M	12	
B4. Main Fire Station (Lewin Parkway)	BW	4	Done
B5. Old Fire Station (Curling Street)	M	5	
B6. Old Fire Station (Premier Drive)	M	6	
B7. Tourist Chalet (West Valley Road and Confederation Drive)	BW	7	
B8. New City Hall / Cenotaph / Museum	W	8	Done
B9. Curling Club	M	69	Done
B11. Water Treatment Plant	M	68	

**Table 3.4 – Playgrounds**

LOCATION	FREQUENCY	DRAWING #	DATE
P1. East Valley Road	BW	15	Done
P2. Brosnan Street	M	16	Done
P4. Brandon Park (Batstone's Road)	M	18	
P6. St. Mark's Avenue	BW	20	
P9. J.J. Curling Elementary	BW	13	
P10. Margaret Bowater Park (2 lots)	W	11	Done
P11. Carberry's Road Playground	BW	25	Done

**1. East Valley Road – Reid Street Playground and Open Space – P1. Drawing 15**

*All City land bounded by North Street, East Valley Road and Reid Street.*

### 3.3 ATHLETIC AND SPORTS FIELDS

**Table 3.3 – Athletic and Sports Fields**

LOCATION	FREQUENCY	DRAWING #	DATE
SF1. Monarch Complex – Softball (Atlantic Avenue)	2/W July-August (Remainder of Contract weekly)	9	
SF2. St. Mark's Avenue – Softball	2/W July-August (Remainder of Contract weekly)	20	
a) Playground (P6)	BW	20	
b) Open Space – between playground and soccer field	BW	20	
c) Open Space – between fence and dirt access road	BW	20	
SF6/SF7. Jubilee Field – Main Field and Little Diamond Entrances	W	11	
SF8. Basha A Memorial Park – Fast Pitch Softball (Wellington Street)	2/W July-August (Remainder of Contract weekly)	12	Done
SF9. Dog Park (Wellington Street)	BW	12	
SF10. Taylor Field – Softball (Woodbine Avenue)	M	13	Done
SF11. Recreation Area (former tennis courts) – Woodbine Avenue	M	13	
SF12. Kinsmen Skate Park – Wellington Street	BW	8	

**\*\*The interior aspect of all Sports Field fences will be trimmed when each field is mowed.**

**\*\*The exterior aspect of all sport field fences will be trimmed/mowed when each field is mowed to a width not less than (5) five feet.**

### 3.5 TRAFFIC ISLANDS

All clippings from the traffic island areas must be collected and removed.

**Table 3.5 – Traffic Islands**

LOCATION	FREQUENCY	DRAWING #	DATE
TI1. Marcelle Avenue	BW	26	Done
TI2. East Valley Road/Central Street	BW	15	Done
TI3. East Valley Road/Armstrong Avenue	BW	27	Done
TI4. Lewin Parkway/Broadway	BW	4	Done
TI5. Herald Avenue/Broadway	BW	29	Done
TI6. Lewin Parkways/Hospital Hill	BW	30	Done
TI7. Curling Street/Petries Street/Griffin Drive	BW	31	Done
TI8. Lewin Parkway/Griffin Drive	BW	29	Done
TI9. Bliss Street/Caribou Road	BW	33	Done
TI10. Park Street/Central Street	BW	34	
TI11. Greenings Hill/Caribou Road	BW	35	Done
TI12. Greenings Hill/Caribou Road	BW	35	Done
TI13. West Valley Road/Confederation Drive	BW	7	

**TABLE 3.6 – ROADWAYS**

<b>LOCATION</b>	<b>FREQUENCY</b>	<b>DRAWING #</b>	<b>DATE</b>
RW1. Corner of lower Elswick Road at West Valley Road (Stop Sign side)	BW	37	Done
RW2. Both corners of Cobb Lane at Elswick	BW	37	Done
RW3. Rest area at corner of O'Connell Drive and West Valley Road	BW	37	Done
RW4. The Boulevard on Elswick Road from O'Connell Drive to West Valley Road (both sides of the upper section of Elswick Road)	BW	38	Done
RW5. Elswick Road at West Valley Road (open spaces on both sides of upper Elswick Road)	BW	38	Done
RW6. Boulevard on the lower section of Elswick Rd. from O'Connell Drive to West Valley Rd. (both sides)	BW	37	Done
RW7. Boulevard between O'Connell Drive and Union Street beginning at Elizabeth Street and ending at the A&W Restaurant	BW	40	Done
RW8. Corner of Hospital Hill at East Valley Road (North Atlantic Petroleum)	BW	56	Done
RW9. Triangle at the corner East Valley Road and North St. at the entrance to an old softball field	M	42	Done
RW10. Atlantic Avenue at Country Road (Parks Canada sign)	M	43	Done
RW11. Herald Avenue at Broadway (Scotia Bank to Whelan's Gate)	BW	46	Done
RW12. Humber Park at West Valley Road (Water Regulator #2)	BW	47	
RW13. Pocket Park at Concord Avenue and Broadway	BW	46	Done
RW14. Broadway at Concord Avenue (Morris Gordon Building)	BW	46	Done
RW15. Pocket Park at Broadway and Herald Avenue (Subway)	BW	46	Done
RW16. Jubilee Place (both sides from curb to fence lines)	BW	47	
RW17. Cobb Lane (bottom, open space at entrance from West Valley Road)	BW	48	
RW20. Pocket Park at Broadway adjacent to the Rustica Entrance extending from the upper end of Broadway to the lower and where the access stairs to Cabot Lane terminate	BW	46	
RW21. Park Street from Main Street to West Valley Road (south side)	M	51	
RW22. West Valley at O'Connell Drive	M	52	Done
RW23. West Valley Road to Confederation Drive	M	7	
RW24. St. Mark's Avenue (Dominion Store site) Sidewalk Strip	BW	54	

### 3.7 OPEN SPACES

**Table 3.7 – Open Spaces**

LOCATION	FREQUENCY	DRAWING #	DATE
OS1. O’Connell Drive adjacent the Armories	BW	37	Done
OS2. White House Lawn (next to Western Star)	W	34	Done
OS3. Majestic Square (bordered by West, Church, East Valley and Central)	W	34	Done
OS4. Margaret Bowater Park (O’Connell Drive)	W	11	Done
OS5. War Memorial (Curling Street)	W	58	Done
OS6. Captain Cook’s Lookout (Crow Hill Road)	BW	59	Done
OS7. Man in the Mountain (Riverside Drive at Trans Canada Highway)	BW	60	Done
OS8. Corner Brook Hotel (Main Street)	M	61	Done
OS9. Griffin Drive Monument	M	62	Done
OS10. Humber Road (Riverhead Road)	M	63	
OS11. Blackwoods Hill	M	64	Done
OS12. Premier Drive/Bannisters Road/Hillcrest Road	M	30	
OS13. Fudge’s Road/Dove’s Road	M	66	
OS14. Park Street (Bus Transfer Station)	BW	8	Done
OS15. Bells Brook Green Space (Woodrow/Tuma/Hann Intersection)	M	75	

**Table 3.8.1 – Optional Buildings**

LOCATION	FREQUENCY	DRAWING #	DATE
B10. Civic Centre	BW	69	

Table 3.8.2 – Optional Roadways

LOCATION	FREQUENCY	DRAWING #	DATE
RW18. O'Connell Drive (University Drive to Apartment Building including Elizabeth bank)	M	49	Done
RW19. Sir Richard Squires bank from Margaret Bowater Park to the Provincial Building drainage ditch	M	50	Done
RW25. Humber Road water side – Chinese restaurant to Gearyville Road entrance	M	73	
RW26. Armories Golf Course side	M	37	
RW27. Griffin Drive – Wood yard gate to Monument	2/Y	62	
RW28. Oceanex chain link fence – Oceanex main entrance to middle entrance to Pollett Building	M	66	Done
RW29. Woodmans Avenue to Castle Building Supplies – Ditch side	M	70	Done
RW30. Mt. Bernard along fence	M	71	Done
RW31. Broadway – Lewin Parkway to Watsons Road	M	4	
RW32. Mill Road – Main Street to Lewin Parkway	M	72	
RW33. Co-op Gas Bar to Westmount Road	M	74	

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter:</b> Lawn Repairs 2021	
<b>Report Information</b>	
<b>Department:</b> PWWW	<b>Attachments:</b> N/A
<b>Presented By:</b> Donald Burden	<b>Council Meeting Date:</b> May 10, 2021

**Topic:** Lawn Repairs Resulting from Snow Clearing Damage

**Background:** Each year the City of Corner Brook spends a significant amount on lawn repairs as a result of damage caused to resident's lawns by snow clearing equipment. To date, the repairs were tendered and a contractor was hired to do all the lawn repairs for the City of Corner Brook. The service received was not satisfactory, often the repairs were substandard and completed late into the summer season.

Last year Public Works, Water, and Wastewater tried to improve this service and also tried to save money on lawn repairs. We implemented a hybrid system of lawn repairs such that residents were given an option to take care of the lawn repairs themselves and the City reimbursed them a fair amount or have their lawn repairs completed by City staff as resources permit.

Although we encouraged residents to avail of option one because we felt it would be the cheaper option to the City and the repairs would be done in a timelier manner, the uptake for option one was very limited because of the amount of reimbursement the City offered. For 2021, we have agreed to double the rate of reimbursement to residents and we ask that all lawn repairs be reported by calling 637-1666 no later than June 1, 2021.

We feel option two is still necessary for seniors and persons who cannot do the repairs themselves and are not familiar and/or comfortable hiring a contractor.

This will be another trial year for the hybrid system of repairs and the performance will be monitored on an ongoing basis prior to implementing a repair procedure for the 2022 season.

**Objective:** To increase the level of service to the residents and also reduce the cost of providing the service.

**Options:**

1. Tender lawn repairs and have a contractor responsible for service.
2. City of Corner Brook staff conduct all lawn repairs in-house.
3. Give the Residents of Corner Brook an option of repairing their lawn themselves or having City of Corner Brook staff do it as resources permit.
4. Do no lawn repairs.

**Governance Implications:** Changes required to Damage Claims Policy (Policy #06-02-01).

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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**Budget/Financial Implications:** Savings to the City overall, actual amount unknown at this time.

**Environmental Implications:** n/a

<b>Prepared by:</b> Donald Burden
<b>Director:</b> Donald Burden
<b>Date:</b> May 4, 2021
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> May 4, 2021

**Additional Comments by City Manager:**

# REQUEST FOR DECISION

## Community, Engineering, Development & Planning

**SUBJECT: CONFIRMATION OF ORDER**

**DESCRIPTION: Confirmation of Order 2021-01**

Since the previous meeting of Council the following Order was issued by the Department of Community, Engineering, Development & Planning and therefore must be confirmed by Council pursuant to Section 109(4) of the Urban and Rural Planning Act:

Order #	Date of Issue	Civic Address	Violation/Section	Order
2021-01	April 29, 2021	5 Burnt Hill Road	Section 8 of the City of Corner Brook Development Regulations	Stop Work Order

Section 109(4) of the Urban and Rural Planning Act 2000, requires that all orders issued by the Authority be confirmed by a majority of Council at the next meeting of the Council after the order is made. If the order is not confirmed by Council in this manner, it shall be considered to be cancelled.

**PROPOSED MOTION:**

In accordance with Section 109(4) of the Urban and Rural Planning Act the following order is hereby confirmed by Council:

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**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:**

Staff is recommending that this order be confirmed by council.

**Legislative Authority:**

Urban and Rural Planning Act (2000): Section 109(4)  
City of Corner Brook Development Regulations Section 8

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**STANDING COMMITTEE COMMENTS:**

Implication:

**BACKGROUND:**

Report/Document: Order Number 2021-01

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_

Director: \_\_\_\_\_

Date: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_





2021-01

## STOP WORK ORDER

To:

5 Burnt Hill Road  
Corner Brook, NL  
A2H 7N4

**WHEREAS** you are identified as the owners of the property located at 5 Burnt Hill Road, Corner Brook, NL (the "Property");

**AND WHEREAS** the City of Corner Brook has concluded that you are carrying out development by constructing an extension to your dwelling on the Property;

**AND WHEREAS** no permit has been issued for the extension of the extension on the Property, as required by Part 1, Section 8 of the City of Corner Brook Development Regulations and section 4(2) of the Occupancy and Maintenance Regulations, NL 1021/96;

**YOU ARE HEREBY ORDERED** under Section 102 of the Urban and Rural Planning Act to stop all work immediately on the extension currently under construction and submit the required documentation regarding this work on your Property in order to obtain a building permit.

Under Section 106 of the Urban and Rural Planning Act, 2000 any person who contravenes an order made under the act is liable, upon summary conviction, to a fine of not less than \$500 and not more than \$1000 for the first offence, or in default of payment a period of imprisonment not exceeding three months, and a fine of not less than \$2000 and not more than \$5000 for a subsequent offence, or in default of payment a period of imprisonment not exceeding six months.

Under Section 102 (5) of the Urban and Rural Planning Act, 2000 where a person to whom an order is directed under this section does not comply with the order or part of it, the council, regional authority, authorized administrator or minister may take the action that it considers necessary to carry out the order and any costs, expenses or charges incurred by the council, regional authority, authorized administrator or minister in carrying out the order are recoverable against the person against whom the order was made as a debt owed to the council, regional authority, authorized administrator or the Crown.


You have the right to appeal this Order within fourteen (14) days of its receipt by completing and submitting the attached appeal form, the appeal fee of \$230 (\$200+HST) and supporting documentation to:

West Newfoundland Regional Appeal Board  
4th Floor (West Block)  
Confederation Building  
P.O. Box 8700  
St. John's, NL A1B 4J6

Dated at the City of Corner Brook, this 29<sup>th</sup> day of April, 2021 A.D.

City Clerk  
City of Corner Brook



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Development and Planning Committee Updates</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-04</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2021-05-10</b>

**Topic:** This report is intended to serve as an update to Council, and the public, regarding the various Development and Planning projects. The current project updates are as follows:

#### **CB Acute Care Hospital (Healthcare Crescent)**

Most permits are now issued with a permit recently being issued for the connection of the hospital to the LTC building. The fire alarm and smoke management systems are now under review.

#### **Justin French – Medical Building (Grenfell Drive)**

Occupancy permit was issued for all of 3rd floor and 40 % of 4th floor. Vogue and Sentrex pharmacy permits issued for the 1st floor with anticipated occupancy with the next few weeks. The remainder of floor space permits are to be issued in the coming weeks.

#### **Shoppers Drug Mart Expansion – (Millbrook Mall):**

Partial permits have now been issued. Construction began on April 19<sup>th</sup>.

#### **Barry’s Seafood Expansion – (Griffin Drive)**

Permits have been issued for the replacement of three large buildings (approx. 31000 ft<sup>2</sup>). Work is continuing on this project.

#### **New Garage/Bus Depot building for Provincial Government – (O’Connell Drive)**


Permits have been issued and work is continuing with anticipated completion in the next couple of months.

#### **New Gospel Hall Church, (replacing existing building with new building) (Country Rd)**

Plans have been reviewed and anticipating a late spring/summer start date.

#### **Great Canadian Dollar Store – (West Street)**

The conversion of the former Shoppers Drug Mart to the Great Canadian Dollar Store. Permits have been issued and occupancy should be issued in the next few weeks.

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
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**Taylor Smiles (Bill Taylor) – (O’Connell Drive)**

All permits have been issued and project is well into the construction phase. The owner will be looking for an occupancy permit sometime in June or July.

**West Coast Glass – (29 Lundrigan Drive)**

New building for West Coast Glass. All permits have been issued and construction is ongoing. Occupancy requested by the end of May.

**Tech Construction – (36 Lundrigan Drive)**

New small storage building and lot storage for Tech Construction. All permits have been issued and construction ongoing.

**Walmart – (Murphy Square)**

Drawings were recently submitted to carry out a commercial demo of the “Tire Lube Express” and completing some structural concrete work to make way for new fit-up in that area.

**Tech Construction – (10 White Lakes Road)**

Extension to existing building. Drawing review have been completed and permit was issued.

**New Vet Clinic – (25 Poplar Road)**

Currently constructing foundations and retaining wall. No other permits have been issued at this time.

**New Pet Value – (8 Murphy Square)**

New PetValue interior fit-up at former Sunlife Insurance building

**New Permit Program:**

The permit program is installed/completed, and testing is underway. Permits are being added to the program in an attempt to resolve any ongoing issues. Final stages of training are underway.



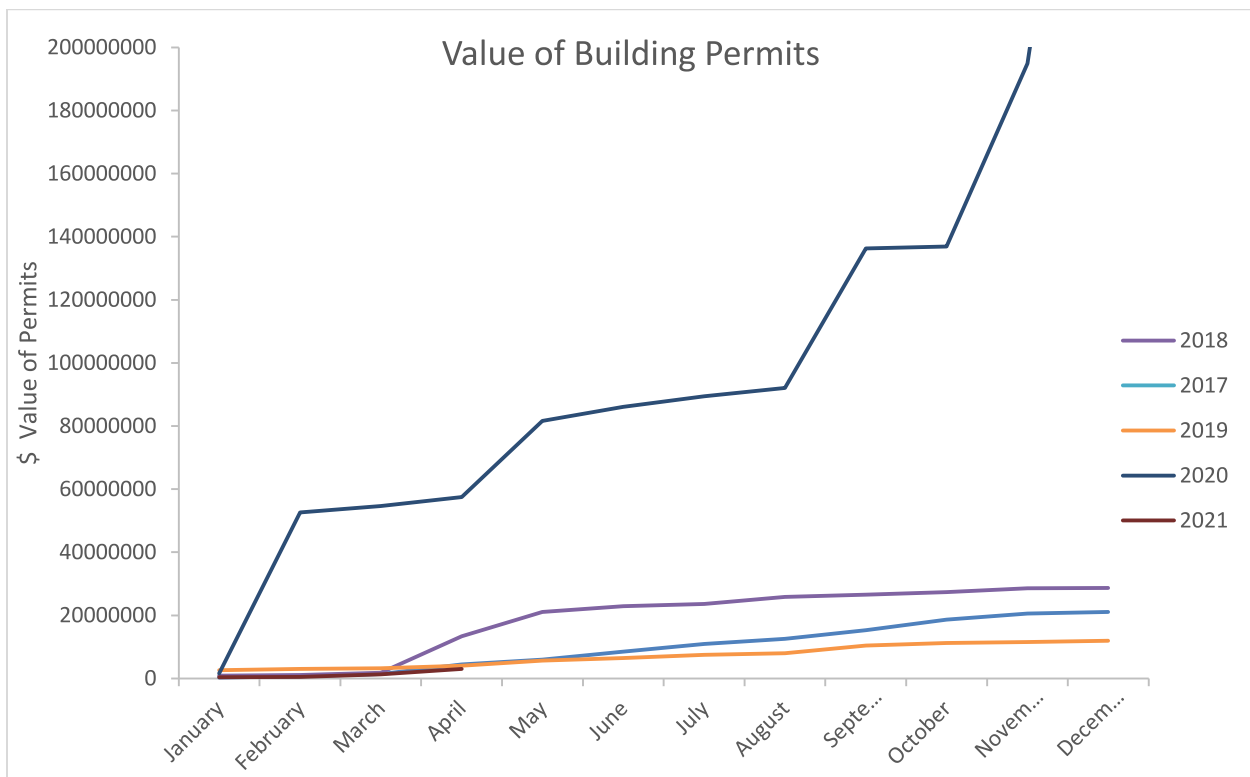
## City of Corner Brook Information Report (IR)


### Development Statistics

#### CITY OF CORNER BROOK MONTHLY BUILDING PERMIT REPORT- APRIL 2021

##### BUILDING PERMITS ISSUED


BUILDING TYPE	APRIL 2021		TO DATE 2021		APRIL 2020		TO DATE 2020	
	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST
ASSEMBLY NEW	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	1	600
INDUSTRIAL NEW	0	0	1	100000	0	0	0	0
OTHER	2	105000	2	105000	2	174000	2	174000
INSTITUTIONAL NEW	0	0	0	0	0	0	1	50889323
OTHER	1	500000	2	750000	1	2000000	3	3500000
RESIDENTIAL NEW	1	500000	1	500000	1	613500	3	1073500
OTHER	29	341900	43	515590	12	96250	25	492960
BUSINESS NEW	0	0	0	0	0	0	0	0
OTHER	3	55000	4	330000	2	31000	6	1463500
MERCANTILE NEW	0	0	0	0	0	0	0	0
OTHER	2	205000	9	683100	2	36500	3	39000
<b>TOTAL</b>	<b>38</b>	<b>1706900</b>	<b>62</b>	<b>2983690</b>	<b>20</b>	<b>2951250</b>	<b>44</b>	<b>57632883</b>



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Prepared by: D. Charters</b>
<b>Director: D. Charters</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: 2020-05-06</b>

**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Community Services Project Update</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-04</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date:2021-05-10</b>

**Topic:** This report is intended to serve as an update to Council, and the public, regarding projects being undertaken by Community Services staff.

### **Tourism**

#### **STAR**

Staff are working with funding partners to complete the remaining steps for the initial phase of the project.

- A STAR Advisory Committee closeout meeting was held on Monday, April 12<sup>th</sup>. Those members that wish to participate in the implementation phase of the project were given the opportunity to do so.
- Tract Consulting is preparing a Covid-19 Impact Analysis report on the STAR Humber Bay of Islands Plan and recommendations. This report will focus on the recommendation particularly the short, medium and long term impacts on implementation. This is a 6-8 week process.
- Staff are currently working on a funding application with ACOA for the implementation phase of the project.

#### **Trails**

Staff has met with Crown Lands to identify License to Occupy (LTO) requirements to upgrade trails identified in the STAR Tourism project. Staff are working with local and regional trail stewardship associations to meet these requirements. Staff are also watching for funding announcements that can be used for this initiative.

#### **Branding**

The Request for Proposals (RFP) is complete and waiting for release once funding is confirmed as part of the implementation phase of the project.



## City of Corner Brook Information Report (IR)

### **Visitor Information Centre (VIC)**

- The agreement with the Board of Trade for a new one (1) year extension to operate the VIC and to improve services offered at the location on Confederation Drive is now in place.
- New Signage was designed and ordered to replace the older signage at the entrances to the City as well as at the VIC.
- New RV dumping station signage was ordered and will be installed. Dumping station should open to the public by May 24<sup>th</sup> weekend.
- Covid Safety measures are being implemented at the facility

### **Mill Whistler**

Staff is working on a program for 2021 with COVID-19 measures in place. It is expected that any program will look much different than in 2019 and will include “bubble” rides and special events.

### **Jigs and Wheels Festival**

Staff is working on a modified Jigs and Wheels festival for July 30<sup>th</sup> to August 8<sup>th</sup>. The planning committee held the first of many meetings to plan the week long summer festival. Stay tuned for more details.

The City is partnering with the Gros Morne Summer Festival to provide shows along the walking trail as well as traditional music shows at the Rotary Arts Centre.

More details to follow.

### **Corner Brook Sign**

Installation of the sign took place last week and it will be revealed to the public at 11:00am on Tuesday, May 11<sup>th</sup>. This is part of the Downtown Beautification Initiative and is financed by the ACOA, the Province of NL and the City of Corner Brook.

## **Sustainability**

### **Waste Management**

Staff is monitoring the ongoing Bag-A-Day cleanup program for residents. The program has so far been met with great success.

Staff wishes to inform Council and residents that backyard composters are now available to residents of the City at a subsidized cost. These dual-compartment, tumbler style composters are available at City Hall for \$44.00+HST. Please call 637-1666 to order.



## City of Corner Brook Information Report (IR)

Staff is continuing to work with Murphy's and WRWM to address residents' concerns and questions for the Spring Cleanup bulk collection. We wish to remind residents of the new sorting guidelines for bulk items – available on the City website – and thank those residents who have adopted the proper sorting.

### **Transit Study and System Design**

Staff is working with the consultant to finish the project and the final report is expected this week.

### **Community Gardens and Composting Program**

Staff is working with Western Environment Centre (WEC) to address site requirements that have arisen with the Brosnan site. Alternate sites are being identified for suitability.

WEC is commencing enrolment and training for the compost programs.

### **Grenfell**

Staff is partnering with the Environmental Policy Innovation Lab (EPI Lab) to produce a report on electric vehicle (EV) policy in Municipalities. Staff recognize the emergence of EVs as imperative to the sustainability and future of transportation within the City, and aim to address policy considerations concerning EVs early to prepare for this future.

### **Urban Forestry**

Staff is working on an update for City urban forest management practices and will be updating the documents to better align them with best practices and urban forest management standards in municipalities across Atlantic Canada.

Staff is finalizing details to hire a 2 person green team in partnership with the Conservation Corps of Newfoundland and Labrador. The green team will be deployed throughout the City during the summer to assess the general health and condition of City trees, and begin collecting locational data to build a City Tree GIS database.

Staff is also working with the Canadian Forest Service office to establish an urban forestry partnership within the City.

## **Business**

### **World Council on City Data (WCCD)**

Staff are in the final stages of the 2020 program and are working towards again achieving ISO Platinum Certification. This enable cities of all sizes to attract investment and drive economic development with globally comparative data.

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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### **Downtown Urban Design Plan (DUDAP)**

Staff are working on the final stages of Phase I of the project (Griffin Drive Art project, Corner Brook Sign) and working with funding partners to develop a project to spend remaining funding. One idea is to create an expanded Wi-Fi zone in the downtown area.

Staff are also working on the development of projects for Phase II of the DUDAP program.


### **Covid Business Tax Relief Program**

Staff have concluded the program aimed at helping local businesses that were impacted the most by the pandemic.

- 162 Application were received
- Total approved funding = \$53,116.13

<b>Prepared by: D. Charters</b>
<b>Director:</b> Darren Charters
<b>City Manager:</b> Rodney Cumby
<b>Date: 2021-05-06</b>

### **Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Capital Project Committee Updates</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-04</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2021-05-10</b>

**Topic:** This report is intended to serve as an update to Council, and the public, regarding the various capital projects being undertaken in the City. The current project updates are as follows:

**Corner Brook Regional Recreation Centre-**The Design Build Request for Proposals (RFP) is now scheduled to close on Friday May 28<sup>th</sup>.

Staff has engaged an Operational Consultant to assist with the detailed design review of the facility and to assist the Governance Committee in developing an operational model for the new facility.

The Governance Committee is working closely with our municipal partners to develop an operational subsidy model. Staff are also in talks with Grenfell to develop the necessary agreements.

### **2021 Asphalt Program**

The 2021 asphalt program tender has now been released at a value of \$1.7 million and is scheduled to close on May 20<sup>th</sup>. Once the tender has closed, staff will provide a list of streets to be completed under the program.

### **Elizabeth Street Pumping Station Upgrade**

The current pumping system is not adequate to provide the required water to the new Acute Care Hospital, and as result, it is being upgraded. The tender for this project was released last week.

This project is being completed on behalf of the Province of NL and is also being fully financed by the Province.

### **Confederations at West Valley Roundabout**

Project is well underway and the roundabout is now taking shape.



## City of Corner Brook Information Report (IR)



### Multi Year Capital (2020-2023)

The City received word on May 4<sup>th</sup> that Corner Brook will receive \$4.6 million in funding for capital projects. Staff will now revise the project list and present to Council for approval before applications are submitted to the Province.

### Engineering Studies


- **Steady Brook Water Study.** Council has approved the award of the study to CBCL Ltd. and the feasibility study is now underway.
- **Mt. Bernard Sanitary Sewer Study.** A sanitary sewer study is being undertaken to determine what system upgrades are required to accommodate the new hospital. Different scenarios are being modeled by the consultant and it is expected that the study will be completed by mid-May, 2021.

	<b>City of Corner Brook Information Report (IR)</b>
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<b>Prepared by: D. Charters</b>
<b>Director: D. Charters</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: 2021-05-06</b>

**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Civic Centre Update</b>	
<b>Report Information</b>	
<b>Department: Recreation Services</b>	<b>Attachments:</b>
<b>Presented By: Dale Park</b>	<b>Council Meeting Date: May 10, 2021</b>

**Topic: *Civic Centre Update***

**Background:** The on-going pandemic continues to play a role in both the volume, type and delivery of activity provided at the Civic Centre. Fortunately, the low prevalence of covid in Newfoundland and Labrador and more particularly the West Coast of Newfoundland, has allowed the Centre to provide many traditional activities to the citizens of Corner Brook and the Western Region.

**Activity Description and Information:**


Since the CMO announced the province's move to Level II on March 27<sup>th</sup>, plans were re-enacted, with guidance from Public Health, to re-open incrementally for ice programming, walking, meetings, training sessions and recreational activity.

The ice plant for the Kinsmen arena was turned on March 26<sup>th</sup>. The first skate after the most recent lockdown was March 31<sup>st</sup> and ice activity will continue until May 27<sup>th</sup>.

Most groups expressed interest in an immediate return to ice activity including Silver Blades Figure Skating Club, Recreational Adult hockey, Corner Brook Broomball Association and private youth programming (CBMHA decided not to continue their season).

Ice demand and recreational activity has remained high throughout this period and all groups have been provided the opportunity to complete their seasons. Other activities at the Centre have resumed including walking, meetings, training, senior fitness classes, active tots and church services all with reduced numbers and public health restrictions. New programming being added include junior ball hockey, and pickle ball.

The number of daily walkers has been decreasing; this is normal for spring and is primarily attributable to improved outdoor temperatures and longer daylight hours into the early evening. The demand for meetings, and training sessions has increased. The abundance of space at the Centre has allowed groups and government agencies to host "traditional" meetings and training sessions in an efficient manner considering the many restrictions. It

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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should be noted the Centre has also embraced new technologies in the delivery of meetings and training. It should further be noted that several meetings and training sessions have been postponed from May to late summer due to the on-going closure of the Atlantic Bubble.

The foundation for summer ice and recreation programming in the Studio is taking form and is expected to be confirmed within the next month.

**Objective:** To provide an update on the status of the Civic Centre.

**Governance Implications:** N/A

**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

<b>Prepared by:</b> Willie Smith
<b>Director:</b> Dale Park
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> May 6, 2021

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Youth Advisory Committee Report</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments:</b>
<b>Prepared By: Jessica Smith</b>	<b>Council Meeting Date: May 10, 2021</b>

### **Topic: Youth Advisory Committee Report**

**Background:** The Youth Advisory Committee held a meeting on April 20<sup>th</sup>, 2021. Outlined below is an overview of some topics that were discussed:

- The Youth Advisory Committee now has 10 new members
- The **YMCA Youth Liaison** provided some information on the Communities Building Youth Futures (CBYF) program. The Y is working in collaboration with the Tamarack Institute and Economic and Social Development Canada on the program that aims at helping youth stay engaged in their communities and education and offers support to increase youth graduation.
  - The program is developing Action Teams to help with this program and are looking for youth (ages 16 and up) who are interested in volunteering and becoming involved with the initiative. They expressed interest in having the Youth Advisory Committee liaise with them on youth perspectives and ideas regarding the project.
  - The Liaison Officer also discussed other projects that the YMCA are involved in that might be of interest to youth.
- The Committee is starting a project called **"Growing Together"** which is funded through the Youth Engagement Funding Initiative 2020-2021 - Conservation Corps of Newfoundland and Labrador. The project is aimed at promoting Climate Change initiatives. The Youth Advisory Committee are putting together starter grow kits and seeds with an overall aim to get more people involved in growing their own food. The Committee also recorded a video that aired on Earth Day with Rogers and on the City's Facebook page to promote their project.
  - Youth and Residents interested in participating in the project can complete a submission form located on the City's website: [www.cornerbrook.com/growingtogether](http://www.cornerbrook.com/growingtogether). The Committee will be meeting on Tuesday, May 11<sup>th</sup> to commence preparing kits and arranging distribution.
- The Committee has a plot in the **Community Gardens** again this year. It is their intent to proceed with a similar project as last summer where they will plant, maintain and harvest the garden and donate their harvest to a local organization.
- The Committee will once again be promoting **"Signs of Positivity"**. The Committee is in the process of compiling a list of locations for the signs. Public Works staff will be installing the signs.

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
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- The Committee expressed interest in pursuing other projects that they can possibly be involved in over the summer.

<b>Prepared by:</b> Jessica Smith, Legislative Assistant
<b>Supervisor:</b> Marina Redmond, City Clerk
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> May 5 <sup>th</sup> , 2021

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter:</b> Protective Services Statistics for month of April 2021	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>CoW Meeting Date: May 10th, 2021</b>

**Topic:** Protective Service report for month of April 2021.

**Background:** On a monthly basis Protective Services compiles its statistics to report them out to council and residents.

**Objective:** To inform the residents of Corner Brook of the work that is being done by the Protective Services Department.

(Note: the MEO's were working from home from March 1-15<sup>th</sup> due to COVID and assigned security duties at the front desk for remainder of month.)

**1. Our Municipal Enforcement Officers received 69 calls for services as follows:**

- **By-law Enforcement:**
  - 16 - Untidy property;
  - 3 - Uncovered garbage;
  - 4- Rodent
  - 3 – illegal dumping
  - Various other routine complaints.
- **Taxi Regulation:**
  - 42 - Taxi Driver Conduct complaints ;
  - 38 - Taxi Vehicle Permits issued.
- **Animal Control:**

28 Calls for Service were received that included:

  - 16 - Roaming Animals;
  - 5 - Injured/Dead Animals;
  - 1 - Violations issued.



## City of Corner Brook Information Report (IR)

### ○ **Parking Enforcement:**

31 Parking related violations were issued that included:

- 7 - Expired Meters;
- Various other parking violations (Loading Zone, Wrong Direction, Unattended Vehicle, etc.).

### ○ **ATV Permits:**

- 103 issued
- 109 in the cue as of May 8, 2021

## **2. The Corner Brook Fire Department received 34 calls for service that included:**

- 2 – structure fires; (Station Road / Brakes Road)
- 1 – electrical fire;
- 1 – chimney fire;
- 2 - brush fire;
- 1 – bonfire;
- 1 – carbon monoxide alarms;
- 8 - commercial fire alarms;
- 4 – residential smoke alarms;
- 6 – traffic collisions (2 of which incurred injuries);
- 4 – grass fires;
- 2 – ice rescue ; (preventative-child's ball on Glynmill inn pond ice/dog through ice-false alarm)
- 1 - non-emergency (ambulance medical lift assists).

### **The Fire Prevention Inspector conducted: (information unavailable for January)**

- 47 – commercial inspections;
- 1 - home oxygen inspection.



## City of Corner Brook Information Report (IR)

### 3. The total volume of calls received by the Corner Brook PSAP for March was 4700. The calls are broken out as follows:

- Police – 779
- Ambulance – 1213
- Fire – 176
- Any Other (please specify)
  - Poison Control – 1
  - Forestry - 1
  - Crisis – 3
  - Northern 911 –1 (from out of province or non-provincial area code)
  - RoCP – 7 (from out of province or non-provincial area code)
- Non-Transferred – 2519 (hang-ups, wrong numbers, etc.)

**Governance Implications:** N/A

**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

<b>Prepared by:</b> Todd Flynn
<b>Director:</b> Todd Flynn
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> May 08 <sup>th</sup> , 2021

**Additional Comments by City Manager:**



	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Amendment – Agreement 75427 Newfoundland and Labrador Inc.</b>	
<b>Report Information</b>	
<b>Department:</b> Finance & Administration	<b>Attachments:</b> Current 75427 Newfoundland and Labrador Inc.
<b>Prepared By:</b> Dale Park	<b>Council Meeting Date:</b> May 10, 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 remove the \$700 minimum to be the first \$700 per month and then 50% of all amounts over \$1,400 per month.

**Recommendation:**

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**



**City of Corner Brook  
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**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. In 2020, the only months that would have been impacted by this were months which directly followed the declaration of the COVID-19 pandemic. It is expected that any other future periods impacted would be the result of a significant and long term economic, health and/or weather event.

**Prepared by:** Dale Park

**Director:** Dale Park

**City Manager:** Rodney Cumby

**Date:** May 5, 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 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup>, and June 30<sup>th</sup>), 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  
1 West Avenue  
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 (5<sup>th</sup>) 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:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor or Deputy Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk or CAO



	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Wellington Street Complex Maintenance</b>	
<b>Report Information</b>	
<b>Department: Recreation Services</b>	<b>Attachments: Lease Agreement 2021</b>
<b>Prepared By: Jessica Parsons</b>	<b>Council Meeting Date: May 10, 2021</b>

**Recommendation:** That the City of Corner Brook enter into a formal agreement for the calendar year of 2021 with The Corner Brook Minor Soccer Association to supply maintenance services to the Wellington Street Complex for the amount of \$25,500.00.

**Issue:** *The Corner Brook Minor Soccer Association wishes to enter into an agreement with the City of Corner Brook to supply maintenance services for the Wellington Street Complex.*

**Background:** *This contract has been renewed annually to provide efficient maintenance to the Wellington Street Complex during the outdoor sporting season.*

**Budget/Financial Implications:** \$25,500.00 HST included, budgeted in PWWW Wellington Street Hired Contractor, 01600-2370-63150.

**Environmental Implications:** Contract includes maintaining the Wellington soccer building, soccer field, beach volleyball courts and tennis facility, keeping the facilities clean of garbage and recycling as well as enforcing facility rules.

<b>Prepared by: Jessica Parsons</b>
<b>Director: Dale Park</b>
<b>City Manager: Rodney Cumby</b>
<b>Date: May 6, 2021</b>

**Additional Comments by City Manager:**



**THIS INDENTURE OF LEASE** made at Corner Brook, in the Province of Newfoundland this day of \_\_\_\_\_, 2021.

**BETWEEN:** **THE CITY OF CORNER BROOK**, a statutory corporation under the provision of The City of Corner Brook Act, Chapter C-15  
(hereinafter called “the City”)

**OF THE ONE PART**

**AND:** **CORNER BROOK MINOR SOCCER ASSOCIATION**, a body corporate established under the laws of the Province of Newfoundland  
(hereinafter called “the Lessee”)

**OF THE OTHER PART**

**WHEREAS** the City is the owner of lands known as the Wellington Street Complex situate in the City of Corner Brook, more particularly described in Schedule “A” attached hereto (hereinafter called “the Demised Premises”).

**AND WHEREAS** the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of soccer, tennis, beach volleyball and touch football;

**AND WHEREAS** the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

**NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH** that for and in consideration of the Demised Premises and the agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the 1<sup>st</sup> day of May 2021, and to be concluded on the 30<sup>th</sup> day of April 2022.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the 1<sup>st</sup> day of May in each year of the Term.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the games of soccer, tennis, beach volleyball and touch football.  
  
(b) Notwithstanding the foregoing paragraph 4(a) and anything else in the Lease the City may, at any time by direction in writing to the lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.

5. (a) The Lessee shall be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing soccer, tennis, beach volleyball and touch football.

(b) Notwithstanding the foregoing paragraph 5(a) and anything else in this Lease the City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.

(c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion, may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.

6.(a) The Lessee shall be responsible for enforcing all rules that are posted on the premises (i.e. No Smoking, No Chewing Gum).

(b) The Lessee shall comply with all Public Health Orders issued under the *Public Health Protection and Promotion Act, SNL 2018 Ch. P-37.3* and any similar or successor legislation, and abide by all alert levels, guidelines, and recommendations of the Chief

Medical Officer, Sport NL and NLSA, provided that where there is a conflict, the strictest standard that provides for the highest level of protection for the Demised Property and the players, users, invitees and staff of the Demised Property and shall govern. The Demised Premises shall not be opened to the public or otherwise used for soccer, tennis, beach volleyball and touch football until the City has approved such opening, which it may do in its sole and absolute discretion. Further, after opening, the City retains the right to close the Demised Premises at any time for public health and safety reasons, including but not limited to a change in COVID-19 alert levels and/or failure of the Lessee to abide by an agreed safety plan and/or any Provincial Order or other requirements of the Public Health Minister, NLSA, or Sport NL.

7. The City shall provide to the Lessee a grant. The amount of grant shall be subject to the amount of time that the Demised Premises are open and the Lessee operates soccer programs on the Demised Premises provided that the maximum grant shall not exceed Twenty Five Thousand Five Hundred dollars (\$25,500.00).

Should this indenture be terminated prior to the termination date set out in clause 1 of this Agreement, the Lessee shall provide an accounting of the grant to the City containing such information as requested by the City in a form acceptable to the City. Any portion of the grant that has not been used for the purpose specified herein on or before the date of termination shall be returned to the City forthwith.

8. (a) the City shall allow the Lessee use of the following equipment for the term of the Lease:

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- (i) One (1) push lawn mower;
- (ii) Several rakes and shovels;
- (iii) One (1) whipper snipper
- (iv) One (1) tiller
- (v) One Field Turf Sweeper
- (vi) One Field Turf GroomRight

(b) Maintenance, repair and replacement of the tools and equipment specified in paragraph 8(a) shall be the sole responsibility of the Lessee.

(c) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00.

9. The Lessee shall use the Demised Premises only for the purposes of pursuing the game of soccer, tennis, beach volleyball or touch football, or as otherwise agreed to in writing by the City from time to time.

10. The Lessee shall observe all conditions and perform all covenants of this Lease.

11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the Demised Premises without the written consent of the City which consent may be arbitrarily withheld.

- (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee.
  - (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain at the Demised Premises at the end of the Term, at no charge to the City.
  - (d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.
  - (e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.
12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:
- (i) Keeping the Demised Premises free from litter;

- (ii) Minor maintenance and repair necessitated by acts of vandalism (i.e. graffiti, broken signs, etc.);
- (iii) Regular grass mowing, and field maintenance except as hereafter provided;
- (iv) All regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);
- (v) causing garbage to be placed and stored as directed from time to time by the City; and
- (vi) Checking and cleaning bathrooms in both the main building and building at the tennis courts;
- (vii) Checking beach volleyball courts for glass, metals and rocks by raking the sand;
- (viii) All Field Turf maintenance as described in Schedule "A" attached hereto and
- (ix) Disinfecting requirements due to COVID-19.

For further certainty the Lessee shall not be responsible for the following:

- (i) Structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;
- (ii) Maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;
- (iii) Turf maintenance (except mowing), including fertilization, aeration, liming and weed control;
- (iv) Maintenance and repair of fences, bleachers, gates and nets except as aforesaid;
- (v) Spring start-up work such as grading, sodding, and seeding; and
- (vi) Fall shut down work such as sodding or edging

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises.
14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.
15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the city and all laws or regulations of any governing body in any manner affecting the Demised Premises or the Lessee's use thereof, including but not limited to those applicable to the outbreak of the COVID-19 communicable disease.
16. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.
17. The Lessee shall permit the City or any person, body or corporation authorized by the City, the right of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land described in Schedule "A" and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that

purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the right of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation upon any part of the said land and for that purpose and the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works AND the City shall not be liable to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

18. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the lease of the Demised Premises, or any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights arising thereunder, except claims for damage resulting from the negligence of any officer,

servant, employee or agent of the city while acting within the scope of his or her duties or employment or agency.

19. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies motor or other vehicles, materials, articles effects or things at any time erected, brought, placed, made or being upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.
  
20. The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than \$2,000,000.00 per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a name insured under the policy. The policy or rider as applicable shall confirm that defence of legal actions and payment of damages for personal injury/death pertaining to COVID-19

are insured risks for which full coverage is provided and that such communicable disease is not a policy exclusion.

21. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.
22. The Lessee shall pay any and all utility charges and costs at the Demised Premises. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.
23. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatsoever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.
24. The lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.

25. The City, may at any time during the term of this lease terminate it without cause upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
26. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the lessee fails to do so the Lessor may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the Lessor (including legal costs) in discharging liens shall be for the account of the lessee whether or not the Lessor chooses to terminate the Lease pursuant to this clause.
27. The Lessor may, at is sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
28. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.

29. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.
30. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
31. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.
32. In the event of a breach of any provision of this Lease pertaining to public health and safety, the City may terminate the Lease immediately upon giving the Lessee written notice. In the event of a breach of any other provision of this Lease, either party may give written notice of the breach to the offending party. If the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.
33. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure

materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay except that any delay due to outbreak of the communicable disease COVID-19 shall not extend the time periods or amounts due by the City to the Lessee in grant monies as set out in this indenture.

34. All notices to be given pursuant to this Lease shall be delivered;

- (a) to the City  
c/o City Clerk  
P.O. Box 1080  
Corner Brook, NL  
A2H 6E1
- (b) to the Lessee  
c/o The President of the Corner Brook Minor Soccer Association  
P. O. Box 26  
Corner Brook, NL  
A2H 6C3

and 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 (5<sup>th</sup>) business day excluding Saturdays, next following the date of mailing. Either party may advise the other in writing of any change of address for the giving of notices.

35. Words importing the singular number shall include the plural and vice versa.

36. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.

**IN WITNESS WHEREOF** the parties hereto their hands and seals subscribed and set the day and year first before written.

**THE CORPORATE SEAL** of the City of Corner Brook was hereunto affixed in the presence of:

\_\_\_\_\_

MAYOR

\_\_\_\_\_

CITY CLERK

**THE CORPORATE SEAL** of the Corner Brook Minor Soccer Association was hereunto affixed in the presence of:

\_\_\_\_\_

Schedule A: Field Turf Maintenance

Aerating – Season start up and season end

Raking – Every four weeks during season

Brushing – Every four weeks during season

Sweeping – As seen necessary by Lessee

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Corner Brook Minor Soccer – Mowing Contract</b>	
<b>Report Information</b>	
<b>Department: Recreation Services</b>	<b>Attachments: Mowing Contract 2021</b>
<b>Prepared By: Jessica Parsons</b>	<b>Council Meeting Date: May 10, 2021</b>

**Recommendation:** That the City of Corner Brook enter into a formal agreement for the calendar year of 2021 with The Corner Brook Minor Soccer Association to supply mowing services for the Ambrose O’Rielly, Monarch Complex and George “Daddy” Dawe soccer fields.

**Issue:** *The Corner Brook Soccer Association wishes to enter into an agreement with the City of Corner Brook to supply mowing services for the Ambrose O’Rielly, Monarch Complex and George “Daddy” Dawe soccer fields.*

**Background:** *This contract has been renewed annually to provide efficient mowing and maintenance to the grass soccer fields within the city.*

**Budget/Financial Implications:** \$11,000.00 HST included, budgeted in PWWW Mowing Contract, 01600-2370-63150.

**Environmental Implications:** Contract includes mowing and lining of the City owned grass soccer fields in an environmentally efficient manner.

<b>Prepared by: Jessica Parsons</b>
<b>Director: Dale Park</b>
<b>City Manager: Rodney Cumby</b>
<b>Date: May 6, 2021</b>

**Additional Comments by City Manager:**





This Memorandum of Understanding made at the City of Corner Brook, in the Province of Newfoundland and Labrador, this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Between: The City of Corner Brook (The City)

And: The Corner Brook Minor Soccer Association (CBMSA)

The purpose of this Memorandum is to provide the CBMSA with the means to enter into grass mowing and whipper snipping activities upon City owned property traditionally used by CBMSA for the purpose of playing soccer. To this end both parties agree to the following terms and conditions:

1. The City of Corner Brook will provide the Corner Brook Minor Soccer Association (CBMSA) \$11,000.00 for the 2021 season. This amount will cover expenses incurred by the CBMSA to complete traditional lining, mowing and whipper snipping of 3 soccer fields. Included are Dawe Soccer Field at O'Connell Drive, O'Reilly Soccer Field at St. Mark's Avenue and the Monarch's Complex Soccer Field at the top of Mayfair Avenue. Provisions of the \$11,000.00 will include all lining, mowing and whipper snipping activities, the tendering of services if required, insurances and all other administrative fees and payments that may be required from time to time in the execution (by the CBMSA) of any and all contracts related to this activity.
2. Further, to facilitate appropriate and timely regular maintenance activities traditionally completed by the Recreation Services Division (aerating, fertilizing, , etc.), the CBMSA or designate will submit a grass cutting /whipper snipping schedule as agreed upon by the Association and Recreation Services Division officials to the Recreation Services Division. This schedule shall be submitted at the beginning of each grass-cutting season. Any changes to this schedule or in the event of special or one-time mowing activities, as in the case of preparing fields for tournaments, will be formally communicated in writing to the Recreation Services Division.
3. In the case of field line marking, lines will be mowed to a grass height of  $\frac{1}{4}$  -  $\frac{1}{2}$  inch by the CBMSA or designate, in advance of the field being lined.
4. For purposes of clarity, the following will constitute the extent of mowing/whipping at each site:
  - a) Monarch's Complex Soccer Field: That area within the boundaries of the fencing including areas under and/or around bleachers, benches, posts,

poles and all other site amenities. The embankment adjacent to the soccer field and existing parking lot will be mowed bi-weekly and the exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width of not less than five (5) feet.

- b) O'Reilly Soccer Field: That area within the boundaries of the fencing including the embankment located at the north end of the field and also situated inside the fencing. Those areas under and/or around proposed bleachers, benches, posts, poles, and all other site amenities. That area at the south end of the field situated between the fence and the paved parking lot wrapping around to include the access stairways to the Kinsmen Club building. The remaining exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet.
  - c) Dawe Soccer Field: That area within the boundaries of the fencing on three sides and at the western field boundary to the crest of the existing ditch. Those areas under and/or around bleachers, benches, posts, poles and all other site amenities. The exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet where possible.
5. All mowing activities completed by or on behalf of the CBMSA, will comply with all relevant City of Corner Brook By-Laws and established policies and procedures as well as other Provincial and Federal acts and regulations. Any or all damages caused as a result of completing activities related to grass cutting/whipper snipping to public or private property shall be the responsibility of the CBMSA.
  6. Funds shall be subject to the amount of time that the above facilities are open during the 2021 season provided that the maximum grant shall not exceed Ten Thousand dollars (\$11,000.00). The City will provide CBMSA with funds equal to Five Hundred Eighty Eight dollars (\$588.00) per week for each week that the facilities are open and maintained for soccer purposes over a 17 week period.
  7. Upon completion of the 2021 season, an evaluation of the benefits shall occur between the City of Corner Brook and the CBMSA to determine the viability of this agreement in subsequent years. As a result this agreement will be in effect for one (1) year from May 1, 2021 through October 31 2021.
  8. The City of Corner Brook reserves the right, for any reason, to temporarily or permanently close either of the facilities contained within this agreement, without prejudice, and to pro rate the amount of dispersment to CBMSA per field per full week of closure namely; \$3,000 divided by 17 weeks or \$176 per week.

The following signatories represent both parties involved in this agreement and with their signatures agree to abide by this “Memorandum of Understanding”.

\_\_\_\_\_  
**City of Corner Brook**

\_\_\_\_\_  
**Corner Brook Minor Soccer Assoc.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Jubilee Field Maintenance</b>	
<b>Report Information</b>	
<b>Department: Recreation Services</b>	<b>Attachments: Lease Agreement 2021</b>
<b>Prepared By: Jessica Parsons</b>	<b>Council Meeting Date: May 10, 2021</b>

**Recommendation:** That the City of Corner Brook enter into a formal agreement for the calendar year of 2021 with The Corner Brook Baseball Association to supply maintenance services to Jubilee Field for the amount of \$30,600.00.

**Issue:** *The Corner Brook Baseball Association wishes to enter into an agreement with the City of Corner Brook to supply maintenance services for Jubilee Field.*

**Background:** *This contract has been renewed annually to provide efficient maintenance to Jubilee Field during the outdoor baseball season.*

**Budget/Financial Implications:** \$30,600.00 HST included, budgeted in PWWW Wellington Street Hired Contractor, 01600-2310-63150.

**Environmental Implications:** Contract includes maintaining Jubilee field, keeping the facilities clean of garbage and recycling as well as enforcing facility rules.

<b>Prepared by: Jessica Parsons</b>
<b>Director: Dale Park</b>
<b>City Manager: Rodney Cumby</b>
<b>Date: May 6, 2021</b>

**Additional Comments by City Manager:**



**THIS INDENTURE OF LEASE** made at Corner Brook, in the Province of Newfoundland this day of \_\_\_\_\_, 2021.

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

**OF THE ONE PART**

**AND:** **CORNER BROOK BASEBALL ASSOCIATION**, a body corporate established under the laws of the Province of Newfoundland  
  
(hereinafter called “the Lessee”)

**OF THE OTHER PART**

**WHEREAS** the City is the owner of lands known as the Jubilee Baseball Complex situate in the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called “the Demised Premises”).

**AND WHEREAS** the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of baseball;

**AND WHEREAS** the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

**NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH** that for and in consideration of the mutual agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the 1<sup>st</sup> day of May, 2021, and to be concluded on the 30<sup>th</sup> day of April, 2022.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the 1<sup>st</sup> day of May 2021.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall subject to any direction of the City issued in accordance with clause 4(b) herein have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the sport of baseball.  
  
(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.
5. (a) The Lessee shall, subject to any direction of the City issued in accordance with clause 4(b) or 5(b) of this indenture, be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing baseball.

(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.

(c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.

6 (a) The Lessee shall be responsible for enforcing all rules that are posted on the premises as of the date of signing this indenture, including but not limited to the “no smoking” signage.

(b) The Lessee shall comply with all Public Health Orders issued under the *Public Health Protection and Promotion Act, SNL 2018 Ch. P-37.3* and any similar or successor legislation, and abide by all alert levels, guidelines, and recommendations of the Chief Medical Officer, Sport NL and Baseball NL, provided that where there is a conflict, the strictest standard that provides for the highest level of protection for the Demised Property and the players, users, invitees and staff of the Demised Property and shall govern. The Demised Premises shall not be opened to the public or otherwise used for

baseball until the City has approved such opening, which it may do in its sole and absolute discretion. Further, after opening, the City retains the right to close the Demised Premises at any time for public health and safety reasons, including but not limited to a change in COVID-19 alert levels and/or failure of the Lessee to abide by an agreed safety plan and/or any Provincial Order or other requirements of the Public Health Minister, Baseball NL, or Sport NL.

7. The City shall provide to the Lessee a grant. The amount of grant shall be subject to the amount of time that the Demised Premises are open and the Lessee operates baseball programs on the Demised Premises provided that the maximum grant shall not exceed Thirty Thousand Six hundred dollars (\$30,600.00).

Should this indenture be terminated prior to the termination date set out in clause 1 of this Agreement, the Lessee shall provide an accounting of the grant to the City containing such information as requested by the City in a form acceptable to the City. Any portion of the grant that has not been used for the purpose specified herein on or before the date of termination shall be returned to the City forthwith.

8. (a) the City shall allow the Lessee use of the following equipment as described in Schedule "A" attached hereto

(b) Maintenance, repair and replacement of the tools and equipment specified in paragraph 8(a) shall be the sole responsibility of the Lessee except as limited in paragraph 8(C).

(c) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00. The Lessee will not be responsible for any single maintenance item, repair or replacement, above \$500.

(d) The Lessee will be responsible for grass mowing of the site as described in Schedule "B" as SF6/SF7.

9. Notwithstanding clause 4(a) of this indenture, the Lessee may use the Demised Premises for purposes other than of pursuing the game of baseball, if such purpose is agreed to in writing by the City.
10. The Lessee shall observe all conditions and perform all covenants of this Lease.
11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the Demised Premises without the written consent of the City which consent may be arbitrarily withheld.  
  
 (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee with the exception of those items set out in paragraph 12 as not being the responsibility of the Lessee.  
  
 (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City

and shall remain at the Demised Premises at the end of the Term, at no charge to the City.

(d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.

(e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:

- (i) Keeping the Demised Premises free from litter;
- (ii) Minor maintenance and repair necessitated by acts of vandalism;
- (iii) Regular grass mowing, and field maintenance except as hereafter provided;
- (iv) Regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);

- (v) Causing garbage to be placed and stored as directed from time to time by the City;
- (vi) Checking and clean bathrooms in the main building.
- (vii) Spring start-up work such as grading, raking, sodding, and seeding;
- (viii) Fall shut down work such as sodding or edging.
- (ix) Disinfecting requirements due to COVID-19.

For further certainty the Lessee shall not be responsible for the following:

- (i) Structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;
- (ii) Maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;
- (iii) Maintenance and repair of fences, bleachers, gates and nets except as aforesaid;

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and

tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises with the exception that the Lessee is not responsible for those items identified in paragraph 12 as not being the Lessee's responsibility.

14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.
15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the City and all laws or regulations of any governing body in any manner affecting the Demised Premises or the Lessee's use thereof, including but not limited to those applicable to the outbreak of the COVID-19 communicable disease.
16. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.
17. The Lessee shall permit the City or any person, body or corporation authorized by the City, the right of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment), dig, break, excavate and trench any part of the said land shown in Schedule "B" as SF6/SF7 and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary

for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the right of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation upon any part of the said land and for that purpose and the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works AND the City shall not be liable to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

18. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the lease of the Demised Premises, or any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights arising thereunder, except claims for damage resulting from the negligence of any officer,

servant, employee or agent of the City while acting within the scope of his or her duties or employment or agency.

19. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies, motor or other vehicles, materials, articles ,effects or things at any time erected, brought, placed, made or being upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.
  
20. The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises, in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than two million dollars (\$2,000,000.00) per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a named insured under the policy. The policy or rider as applicable shall confirm that defence of legal actions and payment of damages for personal injury/death pertaining to COVID-19

are insured risks for which full coverage is provided and that such communicable disease is not a policy exclusion.

21. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.
  
22. The Lessee shall pay any and all utility charges and costs at the Demised Premises accrued during the term of this indenture. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.
  
23. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatsoever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee. Nothing in this paragraph shall be construed so as to cause the Lessee to be responsible for those items listed in paragraph 12 as not being the Lessee's responsibility.

24. The Lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.
25. The City may, at any time during the term of this lease terminate it without cause upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
26. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the Lessee fails to do so the City may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the City (including legal costs) in discharging liens shall be for the account of the Lessee whether or not the City chooses to terminate the Lease pursuant to this clause.
27. The City may, at its sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
28. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.

29. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.
30. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
31. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.
32. In the event of a breach of any provision of this Lease pertaining to public health and safety, the City may terminate the Lease immediately upon giving the Lessee written notice. In the event of a breach of any other provision of this Lease, either party may give written notice of the breach to the offending party. If the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.

33. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay except that any delay due to outbreak of the communicable disease COVID-19 shall not extend the time periods or amounts due by the City to the Lessee in grant monies as set out in this indenture.

34. All notices to be given pursuant to this Lease shall be delivered;

(a) To the City

c/o City Clerk  
P.O. Box 1080  
Corner Brook, NL  
A2H 6E1

(b) To the Lessee

c/o The President of the Corner Brook Baseball Association  
Jason Mosher  
31 Massey Drive  
Massey Drive, NL  
A2H 6Z9

and 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 (5<sup>th</sup>) business day excluding Saturdays, next following the date of mailing. Either party may advise the other in writing of any change of address for the giving of notices.

35. Words importing the singular number shall include the plural and vice versa.

36. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.
37. The provisions of clauses #18, 19, 22, 23, and 26 will continue to apply, notwithstanding cessation of the lease created by this Indenture.
38. The Lessee covenants that in all aspects of its use of the Demised Premises it will, comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended* as if the Lessee were an Agent of the Crown.

**IN WITNESS WHEREOF** the parties hereto their hands and seals subscribed and set the day and year first before written attested to by the hands of their officers in that behalf duly authorized.

**THE CORPORATE SEAL** of the City of Corner Brook was hereunto affixed in the presence of:

\_\_\_\_\_

MAYOR

\_\_\_\_\_

CITY CLERK

**THE CORPORATE SEAL** of the Corner Brook Baseball Association was hereunto affixed in the presence of:

\_\_\_\_\_

|

# SCHEDULE A

## City of Corner Brook – Jubilee Field Baseball Complex

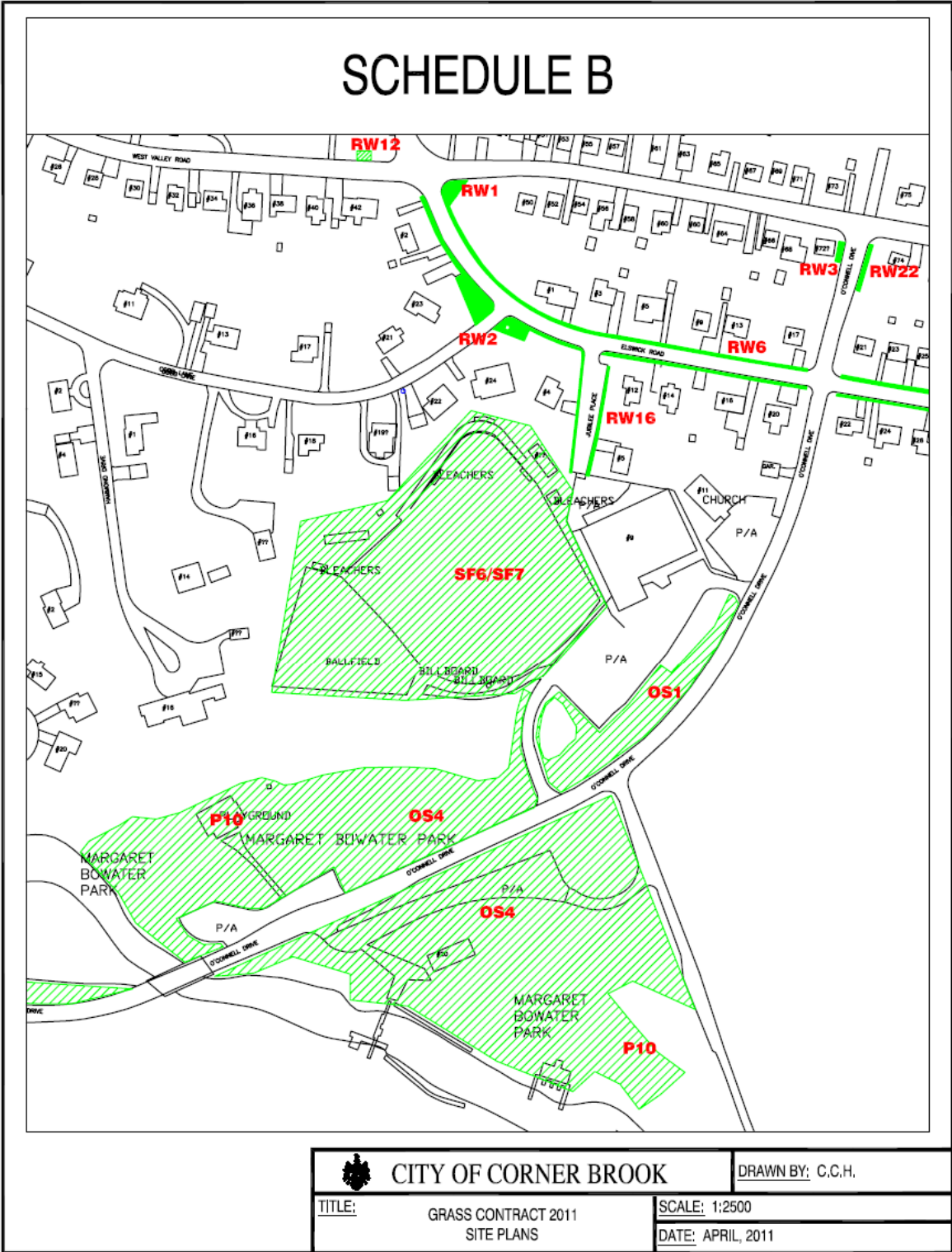
### Equipment and Hand Tool List

#### Equipment

- 1 Kubota tractor
- 1 Cub Cadet ride on mower (cost shared by City and CBBA)
- 1 tow behind spreader
- 1 tow behind tined field grubber with broom like bristles attached
- 1 field drag
- 1 sump pump
- 1 shop vac

#### Tools

- 1 one hundred foot tape
- 1 flat top shovel
- 2 field rakes (purchased by CBBA)
- 2 hammers
- 2 field liners (1 which was purchased by the CBBA)
- 1 mall
- 1 axe
- 1 pick
- 1 crow bar
- 1 post digger
- 1 grubber
- 1 round top shovel
- 1 broom



	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Margaret Bowater Park Cleaning Grant</b>	
<b>Report Information</b>	
<b>Department: Recreation Services</b>	<b>Attachments: Cleaning Grant 2021</b>
<b>Prepared By: Jessica Parsons</b>	<b>Council Meeting Date: May 10, 2021</b>

**Issue:** *Humber Valley Employment Corporation wishes to supply maintenance services for the Margaret Bowater Park Building during the summer months of 2021.*

**Background:** Humber Valley Employment Corporation has been responsible for cleaning the Margaret Bowater Park Building since it's reopening in 2011. The Humber Valley Employment Corporation is a service provider who works with its partners to allow the full participation of persons with disabilities into the labour force.

**Recommendation:** That the City of Corner Brook approve a Cleaning Grant for the calendar year of 2021 with Humber Valley Employment Corporation to supply cleaning services to Margaret Bowater Park Building for the amount of \$21,550.00.

**It is RESOLVED to** approve the execution the Grant Agreement with the Humber Valley Employment Corporation for \$21,550 for cleaning services to the Margaret Bowater Park as attached.

**Budget/Financial Implications:** \$21,550.00 HST included, budgeted in Recreation – Margaret Bowater Park Cleaning, 1250-64855. This is higher than the 2020 cost due to a longer operating season and the increased cleaning required due to COVID-19.

**Environmental Implications:** Contract includes maintaining the Margaret Bowater Park Building, cleaning the washrooms as well as keeping the facilities clean of garbage and recycling.

<b>Prepared by: Jessica Parsons</b>
<b>Director: Dale Park</b>
<b>City Manager: Rodney Cumby</b>
<b>Date: May 6, 2021</b>

	<p><b>City of Corner Brook Request for Decision (RFD)</b></p>
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**Additional Comments by City Manager:**

**THIS GRANT AGREEMENT** made at the City of Corner Brook in the Province of Newfoundland & Labrador this \_\_\_\_ day of May Anno Domini two thousand and twenty-one.

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

hereinafter called "The City".

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

hereinafter called "HVCEC".

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

**AND WHEREAS** HVCEC wishes to provide custodial services;

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

1. HVCEC agrees to provide the City with custodial services at Margaret Bowater Park ("The Park") located on O'Connell Drive in the City of Corner Brook, including the building thereon which houses the concession stand, washrooms and changerooms, cleaning of the eating area, park grounds and garbage bins and weekly dumpster removal commencing May 21<sup>st</sup> 2021 and ending October 11<sup>th</sup>, 2021 ("The Term"). Hours of operation for May 25<sup>th</sup> -September 6<sup>th</sup> include 11:00 am to 7:00 pm. Hours of operation for September 7<sup>th</sup> – October 11<sup>th</sup> include 3:00 pm – 7:00 pm.
2. The City agrees to pay to HVCEC the sum of Twenty-One Thousand Five Hundred Fifty Dollars (\$21,550.00) for the provision of custodial services after such services have been provided to the satisfaction of the City in accordance with the provisions set out in this grant agreement upon completion of the services and after final inspection by the City on the 12<sup>th</sup> of October, 2021.
3. The City covenants to:

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

Labrador and regularly ensure disposal of all garbage, waste and recyclable material and rubbish throughout the Park;

- H. Notify the City immediately with respect to any damage occurring to the Park, the building or the equipment therein;
  - I. Not alter the Park, building or equipment without prior consent of the City;
  - J. Provide sufficient supervision and Personal Protective Equipment to employees while cleaning duties are being completed.
  - K. At all times indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the City and HVCEC) directly or indirectly arising out of, resulting from or sustained as a result of HVCEC's provision of custodial services;
5. If at any time HVCEC is in default in the performance of any of the covenants and agreements therein set forth to be performed by HVCEC, and such default continues for five(5) days after the receipt by HVCEC of notice in writing from the Supervisor of Recreation Services of the City setting out the particulars of such default, the City shall have the right to terminate this agreement forthwith and thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise howsoever, including but not limited to any damages for loss of business.
  6. The City reserves the right to terminate this agreement for any reason without showing cause by giving ten (10) days written notice to HVCEC. Thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise including but not limited to any damages for loss of business save and except for such custodial services that have been provided to the City up to the date of termination which payment shall be pro-rated in accordance with the number of days such services were provided as compared to the total number of

days set out in the Term herein.

7. If the COVID-19 virus causes the Margret Bowater Park building to prematurely close for the season this contract is automatically suspended with no obligation from the City of Corner Brook.
8. Upon failure by HVCEC to comply with any covenant(s) incumbent upon it under this Agreement within five (5) days after written notice requiring such compliance is given by the City to HVCEC, the City may fulfill such covenant(s) at the sole expense of HVCEC, who shall forthwith upon being invoiced therefor reimburse the City who in default of such reimbursement may collect same as a debt owing and in arrears. Nothing herein prevents the City from electing to terminate this tenancy for default as set out in clause #5 of this Agreement.
9. HVCEC agrees to indemnify the City for any damage to the Park, building or its furnishings and fixtures and any part thereof due to any act of HVCEC, its agents or employees, or of any person using the said premises by reason of the use thereof by HVCEC.
10. 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.
11. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

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

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

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

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

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

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

16. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
17. The provisions of this indenture shall be binding upon and ensure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.
18. If any of the provisions of this Agreement are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Agreement.

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

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

CORNER BROOK CITY COUNCIL

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor or Deputy Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Manager or City Clerk

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

\_\_\_\_\_  
Witness  
  
\_\_\_\_\_

\_\_\_\_\_  
Director  
  
\_\_\_\_\_

	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter:</b> Standing Offer – Hired Equipment Services, Contract # 2021-12	
<b>Report Information</b>	
<b>Department:</b> PWWW	<b>Attachments:</b> Hired Equipment List
<b>Prepared By:</b> Dawn Marshall	<b>Council Meeting Date:</b> May 10, 2021

**Issue:** The current hired equipment services contract expires on May 21, 2021.

**Background:** Quotations were recently invited by the City of Corner Brook for the supply of equipment with operator, on demand, for a period of seven months (May 22 – December 21, 2021). Hourly rates were requested (with various attachments) for rubber tire backhoes with/without attachments, tandem trucks, excavators & mini excavators with/without attachments, tractors/dozers, graders, skid steer sidewalk sweepers, and boom trucks. The tender closed on May 5, 2021 and all compliant quotations are indicated in the attached document.

**Proposed Resolution:** Be it **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the quotations for Hired Equipment Services as stated in the attached document for a seven month period (May 22<sup>nd</sup>, 2021 to December 21<sup>st</sup>, 2021) on a standing offer basis.

**Recommendation:** It is the recommendation of staff to accept the quotations for Hired Equipment Services as stated in the attached document for a seven month period (May 22<sup>nd</sup>, 2021 to December 21<sup>st</sup>, 2021) on a standing offer basis.

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

1. Accept staff's recommendation to award Standing Offer for Hired Equipment Services.
2. Reject staff's recommendation to award Standing Offer for Hired Equipment Services.

**Legal Review:** *Legal was not required.*

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

**Budget/Financial Implications:** Various Public Works, Water, and Wastewater accounts on an as needed basis.

**Environmental Implications:** There are no environmental implications.

	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Prepared by:</b> Dawn Marshall
<b>Director:</b> Donald Burden
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> May 6, 2021

**Additional Comments by City Manager:**

<p style="text-align: center;"><b>Hired Equipment</b>  <b>May 22, 2021 to December 21, 2021</b></p>		
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<b>Rubber Tire Backhoe(s)</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
A-1 Transportation Ltd.	2013 3CX JCB		\$36.30
Make Enterprises Ltd.	2013 B95B New Holland		\$37.00
Ron Flynn Transport Ltd.	2018 CAT 420		\$43.38
Rico Construction Ltd	2000 214 JCB		\$48.00
Lundrigan's Contracting	2010 310 J John Deere		\$49.90
Twin Mountain Contracting Ltd.	2016 420 F IT CAT		\$51.00
Ambstemeel Trucking Ltd.	2014 420F CAT		\$54.00
A-1 Transportation Ltd.	2005 420D CAT		\$54.00
Humber Arm Contracting Inc.	2010 420D CAT		\$65.00
Targett Trucking Ltd.	1999 310 SE John Deere		\$70.00
Dawe's Equipment	2011 420 CAT		\$85.00
Dawe's Equipment	2012 3CX JCB		\$85.00

<b>Rubber Tire Backhoe(s) with Breaker Attachment</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Ron Flynn Transport Ltd.	2018 CAT 420		\$38.38
A-1 Transportation Ltd.	2013 3CX JCB		\$39.50
Twin Mountain Contracting Ltd.	2016 420 F IT CAT		\$75.00
D&D Excavating and Trucking Ltd.	2011 788 Luigong		\$80.00
Humber Arm Contracting Inc.	2010 420D CAT		\$81.00
Ambstemeel Trucking Ltd.	2014 420F CAT		\$90.00

Hired Equipment May 22, 2021 to December 21, 2021			
Tandem Dump Truck(s)			
Contractor	Model	Telephone Numbers	Rate
Ron Flynn Trucking Ltd.	1994 Volvo		\$39.94
A-1 Transportation Ltd.	2009 VHD13 Volvo		\$39.99
Make Enterprises Ltd.	2006 7600 International		\$40.98
Rico Construction Ltd.	1990 T450 Kenworth		\$42.00
Ambsternel Trucking Ltd.	2010 T-800 Kenworth		\$47.30
Rico Construction Ltd.	1993 T800 Kenworth		\$48.50
Twin Mountain Contracting Ltd.	2014 T800 Kenworth		\$48.99
D&D Excavating and Trucking Ltd.	2000 Sterling		\$49.79
Lundrigan's Contracting	1993 Volvo		\$49.90
Lundrigan's Contracting	2002 Eagle International		\$49.90
Ambsternel Trucking Ltd.	2002 T-800 Kenworth		\$57.30
Humber Arm Contracting Inc.	1988 9300 International		\$64.00
Humber Arm Contracting Inc.	2011 9300 Western Star		\$69.00
Humber Arm Contracting Inc.	1988 9300 International		\$69.00
Humber Arm Contracting Inc.	1985 9300 International		\$69.00
Ambsternel Trucking Ltd.	2021 T-880 Kenworth		\$73.00
Targett Trucking Ltd.	1989 Navistar International		\$80.00
Humber Arm Contracting Inc.	2014 Western Star Tandem Tandem		\$88.00
Humber Arm Contracting Inc.	2016 Western Star Tandem Tandem		\$88.00

Hired Equipment May 22, 2021 to December 21, 2021			
Excavator(s)	Contractor	Model	Telephone Numbers
A-1 Transportation Ltd.		2000 315 CAT	
D&D Excavating and Trucking Ltd.		1995 150 Hitachi	
Humber Arm Contracting Inc.		2010 160 John Deere	
Make Enterprises Ltd.		2006 160 CLC John Deere	
Ambsternel Trucking Ltd.		2010 314D CAT	
Humber Arm Contracting Inc.		2011 200 John Deere	
Targett Trucking Ltd.		2000 160 John Deere	
Humber Arm Contracting Inc.		2013 John Deere 290	
Targett Trucking Ltd.		1991 690 John Deere	
Ambsternel Trucking Ltd.		2015 323 CAT	
Humber Arm Contracting Inc.		2010 350 John Deere	
Rate			
			\$47.00
			\$52.77
			\$75.00
			\$76.99
			\$83.20
			\$93.00
			\$100.00
			\$119.00
			\$120.00
			\$158.00
			\$174.00
Excavator(s) with Breaker Attachment			
Contractor	Model	Telephone Numbers	Rate
Ambsternel Trucking Ltd.	2010 314D CAT		\$119.79
Humber Arm Contracting Inc.	2011 200 John Deere		\$126.90
Excavator(s) with Grab Attachment			
Contractor	Model	Telephone Numbers	Rate
Ambsternel Trucking Ltd.	2010 314D CAT		\$83.20
Make Enterprises Ltd.	2006 160 CLC John Deere		\$95.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$102.00
Ambsternel Trucking Ltd.	2015 323 CAT		\$158.00
Excavator(s) with Tree Shredding Attachment			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 200 John Deere		\$185.00

Hired Equipment May 22, 2021 to December 21, 2021			
Mini Excavator(s)	Model	Telephone Numbers	Rate
Contractor			
Rico Construction Ltd.	2018 305E CAT		\$40.00
Ambstemeel Trucking Ltd.	2016 304 CAT		\$42.00
Sharon Wheeler	2016 EZ38 Wacker Neuson		\$43.90
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$46.98
Lundrigans Contracting	2008 TB 250 Takeuchi		\$49.90
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$54.00
D&D Excavating and Trucking Ltd.	2014 Takeuchi 3.5 Ton		\$59.87
Lundrigans Contracting	2001 307 CAT		\$59.90
Humber Arm Contracting Inc.	2020 50D John Deere		\$65.00
Rico Construction Ltd.	2012 308E CAT		\$70.00
Dawe's Equipment	2017 U35 Kubota		\$75.00

Mini Excavator(s) with Breaker Attachment		
Contractor	Model	Rate
Ambstemeel Trucking Ltd.	2016 304 CAT	\$58.20
Rico Construction Ltd.	2018 305E CAT	\$60.00
Twin Mountain Contracting Ltd.	2015 50G John Deere	\$69.70
Twin Mountain Contracting Ltd.	2011 75D John Deere	\$73.00
Rico Construction Ltd.	2012 308E CAT	\$80.00
Humber Arm Contracting Inc.	2020 50D John Deere	\$100.25

Mini Excavator(s) with Grab Attachment		
Contractor	Model	Rate
Ambstemeel Trucking Ltd.	2016 304 CAT	\$42.00
Sharon Wheeler	2016 EZ38 Wacker Neuson	\$43.99
Twin Mountain Contracting Ltd.	2015 50G John Deere	\$46.98
Twin Mountain Contracting Ltd.	2011 75D John Deere	\$54.00
Rico Construction Ltd.	2018 305E CAT	\$65.00
D&D Excavating and Trucking Ltd.	2014 Takeuchi 3.5 Ton	\$65.00
Humber Arm Contracting Inc.	2020 50D John Deere	\$75.00
Rico Construction Ltd.	2012 308E CAT	\$75.00
Dawe's Equipment	2017 U35 Kubota	\$75.00

Hired Equipment May 22, 2021 to December 21, 2021			
Tractor(s)/Dozer(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 450J John Deere		\$60.00
Grader(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2014 772G John Deere		\$120.00
Skid Steer Sidewalk Sweeper(s)			
Contractor	Model	Telephone Numbers	Rate
Make Enterprises Ltd.	2014 CAT 242D		\$95.00
Humber Arm Contracting Inc.	2010 23CB CAT		\$97.50
Ron Flynn Transport Ltd.	2007 23CB CAT		\$120.00
Boom Truck(s)			
Contractor	Model	Telephone Numbers	Rate
Corner Brook Fabrication & Steel	2011 Kenworth 32 Ton		\$110.00
Sparkes Transportation & Crane Ltd.	2009 Manitex 28 Ton		\$130.00



# Notice of Motion

## City of Corner Brook

### Third Party and Digital Signage Regulations, 2017

Staff are proposing an amendment to the Third Party and Digital Sign regulation, 2017. Specifically staff is proposing to amend Section 3.5(4) Setback and Separation Distances for Third Party Digital Signs as follows:

**Existing** Section 3.5(4):

#### **3.5(4) Setback and Separation Distances for Third Party Digital Signs**

All Third Party and Digital Signs must meet the following setback and separation distances:

- a) 50m from an intersection with traffic signals;
- b) a Line of sight check must be approved by the City of Corner Brook;
- c) the distance between digital ground or pylon signs, not located on the same lot, shall be a minimum of 100 metres; and
- d) the distance between digital pylon or ground signs, located on the same lot, shall be a minimum of 30 metres.

**New** Section 3.5(4)

#### **3.5(4) Setback and Separation Distances for Third Party Digital Signs**

All Third Party and Digital Signs must meet the following setback and separation distances:

- a) 50m from an intersection with traffic signals;
- b) a Line of sight check must be approved by the City of Corner Brook;
- c) the distance between all third party signs, not located on the same lot, shall be a minimum of 100 metres. This measurement shall be taken along the roadway sightline as traffic flows; and**
- d) the distance between all third party signs, located on the same lot, shall be a minimum of 30 metres. This measurement shall be taken along the roadway sightline as traffic flows.**

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

Therefore, Notice is hereby given that at the Public Council Meeting on May 10, 2021, the following motion will be brought forward for consideration:

**Pursuant to the powers vested in it by virtue of Section 249, 250, 251, 252, 438 and 439 of the City of Corner Brook Act, R.S.N.L. 1990 c. C-15 and all other enabling powers, the Council of the City of Corner Brook hereby repeals the City of Corner Brook Third Party and Digital Signage Regulations, 2017 and replaces it with : the City of Corner Brook Third Party and Digital Signage Regulations, 2021**

**City of Corner Brook  
Information Report (IR)**

**Director: Darren Charters**

**City Manager: Rodney Cumby**

**Date: May 7<sup>th</sup>, 2021**



## THE CITY OF CORNER BROOK THIRD PARTY and DIGITAL SIGNAGE REGULATIONS

Pursuant to the powers vested in it under Sections 249, 250, 251, 252, 438 and 439 of the City of Corner Brook Act R.S.N.L. 1990 c. C-15; as amended, and all other powers it enabling, the Corner Brook City Council, in a session convened on the 10th day of 2017, hereby passes and enacts the following regulations relating to placement, erection, maintenance, and permitting of thirds party and digital signage in the City of Corner Brook:

1. These Regulations may be cited as the City of Corner Brook Third Party and Digital Signage Regulations.

### 2. DEFINITIONS:

For the purpose of these regulations:

- a) **ADVERTISEMENT**- means any word, letter, model, sign, placard, notice, device or representation, whether illuminated or not, whether two dimensional or three dimensional, in the nature of and wholly or in part for the purposes of advertisement, announcement or direction and including any boarding or similar structure used or adapted for use for the display of advertisements but excluding functional advertisement of Council or the department or division of the Province of Newfoundland and Labrador responsible for Transportation and Works;
- b) **AUTHORITY**- means the Council of the City of Corner Brook or those employees so designated in writing by Council.
- c) **CITY**- means the City of Corner Brook as continued under the City of Corner Brook Act RSNL 1990 Ch.C-15;
- d) **COUNCIL**- means the Corner Brook City Council as continued under the City of Comer Brook Act RSNL 1990 Ch.C-15;
- e) **CURB** -means the line of the established curb in front of a building measured to the street side of the curb;
- f) **DIGITAL SIGN**- means any sign that is remotely changed on or off site and incorporates a technology or method allowing sign copy to be changed without having to physically or mechanically replace the sign face or its components. Such signage may include but is not limited to the following: LED, LCD, Plasma screens and projectors which may depict and/or project text, pictures and/or videos. Digital readerboards which depict moving or static text only;

- g) **DEVELOPMENT INSPECTOR** means the person from time to time so appointed and

employed by the City;

- h) **DEVELOPMENT REGULATIONS**- means the Development Regulations for the City of Corner Brook in effect and enacted under the Urban and Rural Planning Act, 2000 SNL 2000 Ch. U-8 or any similar or successor legislation;
- i) **GROUND SIGN/PYLON SIGN**- means a sign affixed to, supported by or placed upon the ground, whether the ground is paved or unpaved, and which is supported by one or more uprights or braces (pylons) in or upon such ground and not attached to any building, which may be a static sign or a digital sign;
- j) **LANE**- means a passage or way open to vehicular traffic as a secondary means of access to abuttil")g lots and not intended for general traffic circulation;
- k) **LIGHTED AREA**- means the portion of a sign that is illuminated;
- l) **MUNICIPAL PLAN**- means the Municipal Plan for the City of Corner Brook in effect and enacted under the Urban and Rural Planning Act, 2000 SNL 2000 Ch. U-8 or any similar or successor legislation;
- m) **OPERATOR** -means a person who, alone or with others, operates, manages, supervises, runs or directs the erection and/or operation of a Sign, Third Party Sign, Digital Sign, Advertisement, or Ground/Pylon Sign;
- n) **OWNER**- means a person who, alone or with others, owns or controls a Sign, Third Party Sign, Digital Sign, Advertisement, or Ground/Pylon Sign or is the owner of, tenant or licensee of the property on which the Sign, Third Party Sign, Digital Sign, Advertisement or Ground/Pylon Sign is situate;
- o) **PERSON**- includes a natural individual, and their heirs, executors, administrators or other legal representatives, a corporation, partnership or other form of business Association, or a receiver or mortgagee in possession, or any association or group of persons acting in concert unless the context explicitly or by necessary implication otherwise requires;
- p) **RIGHT-OF-WAY**- means all that property designated as a public thoroughfare and includes such horizontal distance measured between the edges of a street, road or

highway street line reservation as defined by the City and where public or other service utilities are located, including sidewalks, street lighting and water and sewer service infrastructure;

- p) **SIGN-** means a word, letter, model, placard, board, device or representation, whether illuminated or not, in the nature of or employed wholly or in part for the purpose of advertisement, announcement or direction and excludes functional advertisements of the City or Province of Newfoundland and Labrador;
- q) **SIGN AREA-** means the total surface area of that portion of a sign, which is used or capable of being used to provide information or advertising and which can be viewed from any one perspective. In the case of a sign composed of individual letters, numerals, or symbols, the sign area shall be the area that is enclosed by one continuous line connecting the extreme points or edges of the sign and encompasses all logos and lettering;
- r) **SIGN COPY-** means any colour, graphic logo, word, numeral, text, image, message, picture or combination thereof displayed on a sign face.
- s) **SIGN DISPLAY AREA-** means any colour, graphic logo, symbol, word, numeral, text, image, message, picture or combination thereof displayed;
- t) **THIRD PARTY SIGN-** means any outdoor sign that advertises goods and services that are not available upon the same property or premises where the sign is located and includes advertisements relating to off-site uses as set out in the Development Regulations; and
- u) **ZONE -**means an area of land including buildings and water designated on the zoning maps set out in the Municipal Plan to which uses, standards and conditions of a particular use zone table apply.

### 3. REGULATIONS FOR THIRD PARTY SIGNS

#### 3.1 Signage Conditions

- (1) Third Party Signs may be in the form of a traditional static sign or a digital sign.

brightness level of the sign copy area.

- (3) Third party signage shall be a maximum of 10 sq-m.

### **3.2 General Prohibitions**

#### **Permit Requirement**

- (1) No person shall be an Owner of a Digital Sign or Third Party Sign, within the geographic limits of the City of Corner Brook without making application for, obtaining and maintaining, pursuant to the terms of these Regulations, a permit for same and complying with all terms and conditions thereof.
- (2) No person shall be an Operator of a Digital Sign or Third Party Sign within the geographic limits of the City of Corner Brook without making application for, obtaining and maintaining, pursuant to the terms of these Regulations, a permit for same and complying with all terms and conditions thereof.
- (3) No Owner or Operator shall own, operate or permit to be placed or operated, a Digital Sign or Third Party Sign contrary to these Regulations or contrary to any conditions of a permit issued under these Regulations.
- (4) The permits required by these Regulations may be revoked at the discretion of Council.
- (5) No permit may be transferred or assigned without written permission of the City.
- (6) Every permit shall have endorsed thereon the location, size and type of sign with respect to which it is issued.
- (7) The permit must be issued on a form bearing the identification of the City and all permits issued pursuant to these Regulations are and shall remain the property of the City. No person shall enjoy a vested right in the continuance of a permit and the value of a permit shall be the property of the City irrespective of the issuance, renewal or revocation of the permit.
- (8) A person must not reproduce, alter or deface a permit.
- (9) The issuing of a permit to a Person, Owner or Operator does not relieve that Person, Owner, or Operator of the responsibility of conforming to

- (10) Every applicant shall complete a Third Party and Digital Signage Application form as applicable, and shall provide all information requested thereon, and shall furnish to the City such information as requested.
- (11) At the time of submission of the application, every applicant shall pay to the City, a permit fee in the amount approved by Council in its annual budget for development application fees, and any other fees, including costs of any public notices, required by these or any other Regulations. No portion of such fee is refundable in the event that an application is not accepted for permitting or renewal.
- (12) Receipt of the application and the license fee by the City shall not constitute approval of the application for the issuance of a license nor shall it obligate the City to issue such license.

### 3.3 Third Party Signage

- 1) No Third Party Sign shall:
  - a) depict or display sign copy that could be misinterpreted as an emergency vehicle or traffic control device;
  - b) block or reduce the visibility of any part of the road for any road users including vehicles, cyclists or pedestrians, traffic signals, traffic signs or other traffic control devices;
  - c) contain the words or phrases 'Stop', 'Go Slow', 'Caution', 'Danger', 'Warning', 'Emergency', 'Yield', 'Detour', or similar language typical for traffic control or warning signage unless such word or phrase is part of the name of a business or product and is displayed solely to identify such business or product; or
  - d) be located or encroach upon a Right-of-Way.
  - e) be in a zone where advertisements are not permissible;

### 3.4 Digital Signage

No Digital Sign shall:

- a) if illuminated, be so designed and provided that:
  - i) it does not conflict with or reduce the effectiveness of any traffic signal on any street;
  - ii) it does not interfere with any traffic that might reasonably be expected to be on any street; and
  - iii) it does not create any undue glare to any residentially occupied property
- b) flash, scroll or fade, during the transition of sign copy including any lighting or backlighting effects;
- c) emit sound or be interactive in any way;
- d) be projected onto a building structure or any surface;
- e) have a message duration of less than 6 seconds;
- f) be displayed continuously in a static manner and without change;
- g) have a message transition of no longer than 0.25 seconds in duration;
- h) consist of partial, incremental or sequential changes of the sign copy area;
- i) display any visible effects including but not limited to motion, fading, dissolving, flashing, intermittent or blinking light, scrolling or the illusion of such effects;
- j) be erected unless it is equipped with an automatic light sensor to adjust the brightness level of the sign copy area. The sensor must be set so that brightness levels do not exceed 3.23 lux (0.3 foot candles) above ambient light conditions as measured using a Lux meter at a preset distance depending on sign area. The measurement distance shall be calculated with the following formula: The square root of the sign area x 100.  
[Example using a 5m<sup>2</sup> sign:  $\sqrt{(5\text{m}^2 \times 100)} = 22.3\text{m}$ ];
- k) contain the words or phrases 'Stop', 'Go Slow', 'Caution', 'Danger', 'Warning', 'Emergency', 'Yield', 'Detour', or similar language typical for traffic control or warning signage unless such word or phrase is part of the name of a business or product and is displayed solely to identify such business or product; or
- l) display the colours red, yellow or green in any sequence or shape so as to resemble in any way a traffic signal light.

**3.5(1) Third Party Signs, including Digital Signs, are not permitted in the zones**

identified below: Residential Special Density

Residential Low Density

Residential Medium Density

Residential High Density

Mobile/Mini Home

Residential Mosaic Residential

Comprehensive Residential Development Area

Townsite Residential

Cemetery

Environmental Protection

Environmental Conservation

Protected Water Supply Area Special Management Area

**3.5(2) Signage Prohibitions**

Third Party GROUND/PYLON signs are not permitted in the Residential Commercial Mix or Community Service zones.

**3.5(3) Size**

In instances where the maximum area of proposed advertisement exceeds the maximum area as set out in the Use Zones of the Development Regulations and Municipal Plan it shall be advertised through a public notice. Signage in these instances shall not exceed 10 sq-m.

**3.5(4) Setback and Separation Distances for Third Party Digital Signs**

All Third Party and Digital Signs must meet the following setback and separation distances:

- a) 50m from an intersection with traffic signals;
- b) a Line of sight check must be approved by the City of Corner Brook;
- c) the distance between digital ground or pylon signs, not located on the same lot, shall be a minimum of 100 metres; and
- d) the distance between digital pylon or ground signs, located on the same lot, shall be a minimum of 30 metres.

### **3.5(5) Digital Signage Malfunction**

All Digital Signs shall be designed to cease operation in the event of a malfunction.

### **3.5(6) School Zones**

Digital Signs are not permitted in school zones or any other areas where the speed limit is thirty (30) kilometers per hour or slower.

### **3.5(7) Discretionary Powers**

In considering an application for a permit under these Regulations the Authority shall take into account the policies expressed in the Municipal Plan and any further scheme, plan or regulations pursuant thereto, and shall assess the general appearance of the sign, its effect on the overall development of the area, the amenity of the surroundings, public safety and convenience, including but not limited to traffic hazards, pedestrian safety, structural condition, and any other considerations which are, in its opinion, material, and notwithstanding the conformity of the application with the requirements of these Regulations, the Authority may, in its discretion, and as a result of its consideration of the matters set out in this Regulation, conditionally approve or refuse the application.

### **3.6 Advertisements on Vacant Property**

Only Ground Signs/Pylon Signs may be erected on vacant property, in zones where they may be permitted, subject to the following conditions:

- (a) It must be a Digital Sign;
- (b) the maximum size of a Ground or Pylon sign on vacant land shall be 10.0 square metres;
- (c) only one Ground or Pylon Sign may be permitted on any single vacant parcel of land;
- (d) separation distances between this and another Ground or Pylon sign on another lot, vacant or containing a building(s) shall meet the separation distances set out in these Regulations;
- (e) the Ground/Pylon Sign shall meet all other specifications set out in these Regulations, including but not limited to requirements for setbacks from property boundaries, residential zones and intersections; and
- (f) a Ground or Pylon sign shall be erected on a vacant parcel of land in a manner that will not interfere with the required development standards of a building that may subsequently be developed on the

property.

#### **4. Existing Signs**

Notwithstanding these Regulations, any third party or digital sign that has been previously approved by the Authority may continue, provided that there is no change to the size, function or location of the sign unless otherwise approved by the Authority, in accordance with these Regulations and the City of Corner Brook Development Regulations.

#### **5. Application Requirements**

Applications for Digital Signs must include the following:

- a) One copy of a scaled drawing for each side of the sign, giving all dimensions and areas, as well as colours and materials used;
- b) One copy of a site plan showing the proposed location of the sign in relation to sight triangles, signalized and non-signalized intersections and lot lines.
- c) A set of engineered plans to provide detailed information on the design and installation method will be required for all signs.

#### **6. Conflicting Legislation**

Where any provision of these Regulations conflicts with a provision of another law or regulation in force in the City, the provisions that establish the higher standard to protect the health, safety and welfare of the general public shall prevail.

#### **7. Offence and Penalty**

Any person who contravenes any provision of these regulations is guilty of an offence and liable on summary conviction to a fine or to a period of imprisonment or both in accordance with section 438 of the City of Corner Brook Act.

#### **8. Effective date**

These regulations shall come into force and effect as of the date enacted by Council.

IN WITNESS WHEREOF these Regulations are sealed with the common seal of the City of Corner Brook and subscribed by and on behalf of Corner Brook City Council by the Mayor and City Clerk at the City of Corner Brook, in the Province of Newfoundland and Labrador, this 15 day of July 2017.A.D.



Mayor



Witness

**MELISSA KIRBY**  
A Commissioner for Oaths in and  
for the Province of Newfoundland  
and Labrador. My Commission  
expires on December 31, 2019.



City Clerk



Witness

**MELISSA KIRBY**  
A Commissioner for Oaths in and  
for the Province of Newfoundland  
and Labrador. My Commission  
expires on December 31, 2019.

First Reading: March 16, 2017

Second Reading: July 10, 2017

Published in Western Star:

	<p style="text-align: center;"><b>City of Corner Brook</b> <b>Request for Decision (RFD)</b></p>
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<b>Subject Matter: Vote by Mail Mail Regulations – Municipal Election 2021</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments: Election Report – April 2021, Vote by Mail Regulations 2021</b>
<b>Prepared By: City Clerk</b>	<b>Council Meeting Date: May 10, 2021</b>

**Issue:** Vote By Mail Regulation - Approval

**Background:** A Notice of Motion was introduced at the Public Council Meeting on 12 April to adopt the Vote By Mail Regulations **advising that, at the next meeting of Council, a motion will be brought forward to adopt Vote by Mail Regulations as presented.**

As required by legislation public notification on the regulations was carried out through social media and via the City’s website. There was no opposition put forth to the draft regulations.

**Proposed Resolution:** Pursuant to the powers vested in it under the Section 54 of the *Municipal Elections Act, SNL 2001, c. M-20.2* as amended and all other enabling powers, the Corner Brook City Council hereby adopts and enacts the MUNICIPAL ELECTION VOTE BY MAIL REGULATIONS as attached hereto:

### **Options/Alternatives**

1. Council approve the regulations as presented. This will enable staff to commence the communication strategy on the Vote By Mail process
2. Council requests amendments to the regulations. This action will result in delays to implementation of the communication and public awareness campaign on Vote By Mail.
3. Council direct staff to gather more information and that information be presented to Council.

**Legal Review:** *Bylaw has been reviewed by the City Solicitor*

**Governance Implications:** Section 54 Municipal Election Act and Sections 39 of the City of Corner Brook Act.

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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**Budget/Financial Implications:** na

**Environmental Implications:** n/a

<b>Prepared by: City Clerk</b>
<b>City Manager: Rodney Cumby</b>
<b>Date: May 6, 2021</b>

**Additional Comments by City Manager:**

## CITY OF CORNER BROOK MUNICIPAL ELECTION VOTE BY MAIL REGULATIONS

Pursuant to the powers vested in it under the *Municipal Elections Act, SNL 2001, c. M-20.2* as amended and all other enabling powers, the Corner Brook City Council hereby adopts and enacts the following MUNICIPAL ELECTION VOTE BY MAIL REGULATIONS:

### TITLE

1. These Regulations may be cited as the *City of Corner Brook Municipal Elections Vote by Mail Regulations*.
2. All words where not otherwise defined by their context herein have the meaning as set out in the Municipal Elections Act.

### RULES

3. The Returning Officer shall design and implement an information program within a four to six month timeframe prior to Election Day.
4. The Returning Officer shall:
  - a. Appoint in writing such election officials as may be required to conduct the municipal election, as per section 12(a) of the Municipal Elections Act, Stats. NF 2001, c. M-20.2,;
  - b. Establish and maintain a secure vault into which the Return Envelopes and the Ballot Envelopes shall be place until the time specified for the counting of ballots;
  - c. Establish and maintain until 8:00 p.m. on Election Day a minimum of one site for the deposit of Return Envelopes and Ballot Envelopes;
  - d. Establish and maintain an Elections Office for corrections and additions to or deletions from the Voter's List;
5. The Returning Officer shall provide, in addition to the site required in section 4(c) additional polling stations for the deposit of Return Envelopes and Ballot Envelopes. Such additional sites shall be accessible only between 8:00 a.m. and 8:00 p.m. on Election Day and shall be supervised by elections officials as determined by the Returning Officer
6. Notwithstanding the foregoing, the Returning Officer, may, with prior Ministerial approval, vary the procedures from time to time as they deem appropriate to ensure the efficiency and integrity of the municipal election.

7. Persons appointed by the Returning Officer as election officials shall carry out their duties as specified in the Municipal Elections Act and outlined in this regulation
8. A Voter's Kit shall be mailed to each eligible voter who registers to receive one after the close of the nomination period and shall contain the following:
  - a. Voting Instruction Sheet;
  - b. Voter Declaration Form;
  - c. Ballot;
  - d. Return Envelope;
  - e. Ballot Envelope; and
  - f. Such further enclosures as the Returning Officer may deem necessary or appropriate.
9. Each voter has the responsibility of completing their mail in ballot in accordance with all applicable legislation and returning it to the Returning Officer as stipulated in Section 18(e) of this regulation. **Hand Delivery of Vote by Mail ballots will not be accepted at City Hall on Election Day.**
10. The City of Corner Brook shall enter into any/all contracts necessary to conduct the election in accordance with this regulation, including but not limited to, the Canada Post Corporation.
11. Any person who contravenes this Regulation shall be guilty of an offence and liable upon conviction to a penalty as per section 99 and 100 of the *Municipal Elections Act*, SNL2001, c. M-20.2

## APPLICATION PROCESS

12. A voter who desires to vote by mail shall apply to the Returning Officer during City Hall Business Hours.
13. Eligible voters not included on the Voters List can be sworn in and receive their Voter Kit at Corner Brook City Hall or other designated facility, 9 am – 4 pm, Monday to Friday, up to the day immediately preceding election day upon completing the “oath or affirmation of voter” form and providing the necessary identification. On election day eligible voters not on the voters list will have to be sworn in at their designated polling station. In the event a voter is sworn in at a polling station, the completed application forms will be held by the Returning Officer or Deputy Returning Officer or a designated election official.
14. Upon receiving the voter's application, for a mail in ballot the returning officer shall note the date of approval and mail a kit to the voter.

## PROVIDING BALLOTS TO VOTERS

15. The returning officer may authorize the use of blank ballots if, in his/her opinion, the expected delivery date of printed ballots will adversely affect the ability of voters to vote by mail.
16. The blank ballot form pursuant to Section 14 of this bylaw is set out in Schedule “A” appended hereto and forming a part of this bylaw.
17. A ballot kit shall consist of:
  - a. The ballots to which the voter is entitled
  - b. A ballot envelope,
  - c. A return envelope, bearing the words “IMPORTANT: Election Ballot enclosed” on the face and back of the envelope
  - d. Voting Instructions Form and Voting Declaration Form
  - e. A list of candidates who are seeking election if a blank ballot is used.
  - f. Any further enclosures the Returning Officer may deem necessary or appropriate

## RECEIVING BALLOTS FROM VOTERS

18. Voters are required to:
  - a. insert marked ballots into the ballot envelope;
  - b. seal the ballot envelope and insert it into the Return Envelope
  - c. sign the voter declaration form; detach it from the Voting Instruction Form and then insert it in the front of the Return Envelope so that the address of the Returning Officer is visible in the Return Envelope window.
  - d. seal the return envelope; and
  - e. ensure delivery of the return envelope to the returning officer in its original form with all required contents, as stipulated above, by election day via one of the following methods
    - regular mail, registered mail, courier;
    - via Drop Box located outside City Hall 24 hours a day during the election period;
    - in person up to one day prior to Election Day; or
    - at a polling station on Election Day.

**Hand delivery of ballot kits to the Returning Officer will not be accepted on Election Day.**

19. The returning officer shall ensure there is a ballot box which shall contain only mail-in ballots from the time ballots are received until the close of polls on Election Day.

20. Upon receipt of a Return Envelope containing voter's ballot on or before the close of poll on Election Day, the returning officer shall:

- a. ensure the voter declaration form is signed by the voter;
- b. record the date on which the envelope was received; and
- c. deposit the ballot envelope in a ballot box.

21. Ballots received after the close of polls on Election Day:

- a. are deemed to be spoiled;
- b. will remain unopened in the ballot envelope; and
- c. are retained in the manner prescribed in sections 57 of the Act.

22. The returning officer shall designate at least one deputy returning officer who will receive mail-in ballots prior to the close of polls on Election Day.

23. Prior to the close of polls on Election Day, the following materials shall be delivered to the returning officer or deputy returning officer designated pursuant to Section 22 of this bylaw or the returning officer:

- a. the ballot box containing all ballots received by mail;
- b. the application kits from all voters who applied for a mail-in ballot; and
- c. any vote by mail ballots received after the above materials have been delivered to the returning officer or deputy returning officer.

## **OBJECTION BY CANDIDATES**

24. On Election Day, any candidate or candidate's agent may examine the application package filed by a person who applied for a mail-in ballot. Authorized agents are subject to the following rules:

- a. agents will conduct themselves in a professional manner.
- b. agents will remain silent and not interfere with the activities of election workers.
- c. agents will address all questions to the Returning Officer or Deputy Returning Officer and will comply with their directions.
- d. agents will be provided with an access pass and must wear it all times while in the polling station or in the counting area.
- e. agents may not handle any ballots or election materials.
- f. agents must acknowledge, in writing, their agreement to observe the above noted rules.
- g. Failure to observe the above stated rules shall result in the agent being removed from the polling station and/or counting area.

25. A candidate or candidate's agent retains the right to object to a person's entitlement to vote if that person votes by mail.

26. On the objection of a candidate or an agent to the entitlement of a person voting by mail, the returning officer shall make necessary entries in the poll book consistent with section [41.1](#) of the Act.

## COUNTING BALLOTS

27. The areas designated as counting areas on Election Day shall be closed to all personnel other than those necessary for the conduct of the count of ballots. Security personnel shall be posted at each counting area to ensure restricted entry and secrecy of the results is maintained until 8 pm on Election Day. Election staff will be sequestered in the counting areas on Election Day from the commencement of the count until all ballots have been counted.
28. The returning officer or deputy returning officer shall open the mail-in ballot box in the presence of persons authorized to be in the polling place pursuant to Section 36 of the [Act](#).
29. The returning officer or deputy returning officer shall examine each voter declaration form in the ballot box and shall allow each other person in attendance at the polling place to view the voter's certification on the voter declaration form.
- a. The returning officer or deputy returning officer shall reject a ballot envelope if the signature of the voter is missing on the voter declaration form
  - b. If the voter declaration form is accepted, the deputy returning officer shall extract the ballot envelope and examine it for any tears or unauthorized markings.
  - c. If the ballot envelope:
    - i. contains any tears or unauthorized markings, the deputy returning officer has the discretion to reject the ballot security envelope; or
    - ii. is accepted by the deputy returning officer, he or she shall deposit the ballot envelope into a container or another ballot box.
  - d. after all ballot envelopes have been dealt with pursuant to clause (c), the returning officer or deputy returning officer shall then extract the ballots from the ballot security envelopes and proceed to count the ballots in accordance with **Sections 51** of the Act.
30. The returning officer or deputy returning officer shall deem **spoiled** those ballots which were sent to voters by the returning officer and subsequently were not returned to the returning officer prior to the close of polls on Election Day and shall, pursuant to Section 50(2) of the [Act](#), reference this fact in the report of the count of the votes. Additionally upon receipt of a ballot described in [Section 21](#) of this bylaw, the returning officer shall:
- a. write "deemed spoiled" on the return envelope;

- b. record the date said ballot came into his or her possession;
- c. initial the entry; and
- d. retain it with, but not in, the ballot box described in Section 57 of the Act, unless the said ballot can be deposited in the ballot box without unsealing the ballot box.

31. The mail-in ballots and any forms used in conjunction with voting by mail, including the voter declaration form opened by the deputy returning officer pursuant to Section 23 of this bylaw are placed in packets in the same manner as other ballots pursuant to Section 57 of the Act.

### **COMING INTO EFFECT**

32. This Bylaw shall come into force and take effect on the date of final passing.

## SCHEDULE A

### BLANK BALLOT (TEMPLATE)

Face of Ballot, Office of Mayor

<p>Special Ballot – for the Office of MAYOR City of Corner Brook</p>	
CANDIDATE “A”	
CANDIDATE “B”	
CANDIDATE “C”	
<p>INSTRUCTIONS TO VOTE Vote by marking an “X” in the square to the right Of the candidate of your choice Maximum – 1 (ONE) Candidate</p>	

Face of Ballot, Office of Councillor

<p>Special Ballot – for the Office of COUNCILLOR City of Corner Brook</p>	
CANDIDATE “A”	
CANDIDATE “B”	
CANDIDATE “C”	
<p>INSTRUCTIONS TO VOTE Vote by marking an “X” in the square to the right Of the candidate of your choice Maximum – 6 (SIX) Candidate(s)</p>	

Back of Ballot

	<p>Printers Name and Address</p>
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	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Council Code of Conduct</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments: RFD – Council Code of Conduct</b>
<b>Prepared By: Jessica Smith, Legislative Assistant</b>	<b>Council Meeting Date: May 10, 2021</b>

**Topic:** Council Code of Conduct Policy

**Background:** At a Regular Council Meeting on April 26, 2021 item 8.1 – Code of Conduct was introduced and the following motion was made:

*On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to adopt the "Code of Conduct Policy" as presented.*

Due to some technical difficulties, some Council members were unable to review the attachment for this agenda item and they required additional time to review the proposed policy and supporting documentation. Subsequently a motion was then made to postpone the decision on the motion to the next meeting to allow time for Council to access and review the information.

This agenda item is now being brought forward for a vote on the pending motion to adopt the Code of Conduct Policy as presented.

<b>Prepared by: Jessica Smith, Legislative Assistant</b>
<b>City Manager: Rodney Cumby</b>
<b>Date: May 5<sup>th</sup>, 2021</b>

## Code of Conduct for Mayor and Councillors Policy

### Purpose and Application

The purpose of this policy is to establish standards for the ethical conduct of Councillors relating to their roles and obligations as the elected representatives of their community and a procedure for the investigation and enforcement of those standards.

#### Definitions:

The following words when used in this Policy shall have the following meanings unless otherwise indicated:

1. The “City” shall mean the City of Corner Brook as incorporated & continued under the *City of Corner Brook Act RSNL 1990 Ch. C-15*;
2. “Council” shall mean the Corner Brook City Council as incorporated and continued under the *City of Corner Brook Act RSNL 1990 Ch. C-15*; and
3. “Councillor(s)” shall include the Mayor and Deputy Mayor unless the context indicates otherwise.

### Representing their Constituents

Councillors shall:

- a) act honestly and, in good faith, serve the greater good of their community;
- b) perform their functions and duties in a conscientious and diligent manner with integrity, accountability and transparency;
- c) conduct themselves in a professional manner and refrain from any conduct that may be considered to be irregular, improper or improvident conduct of a municipal councillor; and
- d) not be derelict in their duties and make every effort to participate in the meetings of Council, committees of Council and other bodies to which they are appointed by Council.

### Communicating on Behalf of the City

A Councillor must not claim to speak on behalf of Council or the City unless authorized to do so.

Unless Council otherwise authorizes, the Mayor is the official spokesperson for the City and Council and in the absence of the Mayor it is the Deputy Mayor. All inquiries from the media regarding the official position of the City or Council on an issue shall be referred to the official spokesperson unless otherwise referred to the City manager or other staffperson in accordance with the City’s Media Relations-News Media Policy.

A Councillor who is authorized to act as official spokesperson must ensure that their comments accurately reflect the official position and will of the City and/or Council, even if the Councillor personally disagrees with and/or voted against the official position. However, nothing herein prevents a Councillor from indicating that they voted against the official position of the City and/or Council and their reasons why.

No Councillor shall make a statement as official spokesperson when they know that statement is false.

No Councillor shall make a statement as official spokesperson with the intent to mislead Council or members of the public.

## Respecting the Decision-Making Process

Decision making authority lies with Council, and not with any individual Councillor.

No Councillor shall, unless authorized by Council, make any promise or offer any favour on behalf of the City, attempt to bind the City, or give direction to employees, agents, contractors, consultants or other service providers or prospective vendors to the City.

## Adherence to Policies, Procedures and Bylaws

In the course of fulfilling their duties as an elected official, Councillors shall abide by all applicable laws, including those established by the Government of Canada, the Government of Newfoundland and Labrador and the Regulations of the City of Corner Brook including but not limited to the following & any similar or successor legislation:

1. *City of Corner Brook Act RSNL 1990 ch.C-15*, including those provisions respecting conflicts of interest, dereliction of duties & tax arrears;
2. *Criminal Code of Canada RSC 1985 c. C-46*, including those provisions respecting influence peddling, hate propaganda, harassment, defamatory libel, sedition, and uttering threats;
3. *Municipal Affairs Act SNL 1995 Ch. M-20.1* including those provisions restricting councillors from acting in an irregular, improvident, or improper manner;
4. *The Constitution Act 1982* ( the Canadian Charter of Rights & Freedoms);
5. *Human Rights Act, 2010 SNL 2010 Ch. H-13.1; and*
6. *Access to Information and Protection of Privacy Act, 2015 SNL 2015 Ch. A-1.2*

A Councillor must not encourage disobedience of any Regulation of the City in responding to a member of the public, as this undermines public confidence in the City and in the rule of law.

## Respectful Interactions with Council Councillors, Staff, the Public and Others

Councillors shall treat one another in a respectful and professional manner befitting of a municipal Councillor.

In interactions with employees and contractors of the City, Councillors shall comply with all contracts/collective bargaining agreements that are in place between the City and its employees/contractors, and shall comply with all policies of the City, including but not limited to those policies & contract/collective bargaining provisions that provide for respectful workplaces that are free from harassment and bullying.

No Councillor shall act in the course of their duties in a manner that is discriminatory to any individual based on the person's race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, mental or physical disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income and political opinion.

Councillors shall respect the fact that employees in Administration work for the City as a corporate body and are charged with making recommendations that reflect their professional expertise and a corporate perspective and that employees are required to do so without undue influence from any Councillor or group of Councillors.

Councillors must not:

- a) involve themselves in matters of Administration, which fall within the jurisdiction of the City Manager;
- b) use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any employee of the City with the intent of interfering in the employee's duties; or
- c) maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of employees of the City.

### Confidential Information

Councillors must keep in confidence matters discussed in private at a Council or Council committee meeting until the matter is discussed at a meeting held in public or once the matter is communicated by City staff to the public via media release or social media post.

Councillors shall refrain from disclosing or releasing any confidential information acquired by virtue of their office except when required by law or authorized by Council to do so.

No Councillor shall use confidential information for personal benefit or for the benefit of any other individual or organization.

Confidential information includes information in the possession of, or received in confidence by, the City that the City is prohibited from disclosing pursuant to legislation, court order or by contract, or is required to refuse to disclose under Access to Information and Protection of Privacy Act or any other legislation, or any other information that pertains to the business of the City, and is generally considered to be of a confidential nature, including but not limited to information concerning:

- a) the security of the property of the City;
- b) a proposed or pending acquisition or disposition of land or other property;
- c) a tender that has or will be issued but has not been awarded;
- d) contract negotiations;
- e) employment and labour relations;
- f) draft documents and legal instruments, including reports, policies, bylaws and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
- g) law enforcement matters;
- h) litigation or potential litigation, including matters before administrative tribunals; and
- i) advice that is subject to solicitor-client privilege.

### Conflicts of Interest

Councillors shall comply with the statutory duties prescribed in sections 22-26 of the City of Corner Brook Act regarding Conflict of Interest.

Councillors are to be free from undue influence and not act or appear to act in order to gain financial or other benefits for themselves, family, friends or associates, business or otherwise.

Councillors shall approach decision-making with an open mind that is capable of persuasion and free from considerations that would result in a judicial finding of influence peddling and/or abuse of power.

### Improper Use of Influence

No Councillor shall use the influence of the Councillor's office for any purpose other than for the exercise of the Councillor's official duties.

### Use of Municipal Assets and Services

Councillors shall use municipal property, equipment, services, supplies and staff resources only for the performance of their duties as a Councillor, subject to the following limited exceptions:

- a) municipal property, equipment, service, supplies and staff resources that are available to the general public may be used by a Councillor for personal use upon the same terms and conditions as members of the general public, including booking and payment of any applicable fees or charges;
- b) electronic communication devices, including but not limited to desktop computers, laptops, tablets and smartphones, which are supplied by the City to a Councillor, may be used by the Councillor for personal use, provided that the use is not for personal gain, offensive or inappropriate.

### Orientation and Other Training Attendance

Every Councillor must attend the orientation training offered by the City within 90 days after the Councillor takes the oath of office.

Unless excused by Council, every Councillor must attend any other training organized at the direction of Council for the benefit of Councillors throughout the Council term.

### Remuneration and Expenses

Councillors shall be transparent and accountable with respect to all expenditures and strictly comply with all municipal regulations, policies and procedures regarding claims for remuneration and expenses.

### Gifts and Hospitality

Councillors shall not accept gifts, hospitality or other benefits that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.

Councillors may accept hospitality, gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation, provided that the value of the hospitality, gift or benefit does not exceed \$100.

Gifts received by a Councillor on behalf of the City as a matter of official protocol which have significance or historical value for the City shall be left with the City when the Councillor ceases to hold office.

### Election Campaigns

No Councillor shall use any facilities, equipment, supplies, services, municipal logo or other resources of the City for any election campaign or campaign-related activity.

### Informal Complaint Process

Any Councillor who has identified or witnessed conduct by a Councillor that the person reasonably believes, in good faith, is in contravention of this policy may address the prohibited conduct by:

- a) advising the Councillor that the conduct violates this policy and encouraging the Councillor to stop,
- b) requesting the Mayor to assist in informal discussion of the alleged complaint with the Councillor in an attempt to resolve the issue. In the event that the Mayor is the subject of, or is implicated in a complaint, the person may request the assistance of the Deputy Mayor.

Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying conduct that they believe violates this policy. However, an individual is not required to complete this informal complaint procedure prior to pursuing the formal complaint procedure outlined below.

### Formal Complaint Process

Any Councillor who has identified or witnessed conduct by a Councillor that the person reasonably believes, in good faith, is in contravention of this policy may file a formal complaint in accordance with the following procedure:

- a) All complaints shall be made in writing and shall be dated and signed by an identifiable individual;
- b) All complaints shall be addressed to the City Manager;
- c) The complaint must set out reasonable and probable grounds for the allegation that the Councillor (the Respondent) has contravened this policy, including a detailed description of the facts, as they are known, giving rise to the allegation;
- d) If the facts, as reported, include the name of one or more Councillors who are alleged to be responsible for the breach of this policy, the Councillor or Councillors concerned shall receive a copy of the complaint submitted to the City Manager;
- e) The City Manager shall engage an independent Investigator, who will be required to...
  - a. review the complaint and this policy;
  - b. in collaboration with the City Manager, identify and interview appropriate witnesses;
  - c. determine whether the Respondent has contravened this policy; and
  - d. provide the Council and the Respondent, the results of their investigation.
- f) Subject to any requirement to release documents and information under the Access to Information and Protection of Privacy Act and any similar or successor legislation or requirement of law, all proceedings of the Investigator regarding the investigation shall be confidential;
- g) The Respondent shall be afforded procedural fairness, including an opportunity to respond to the allegations before Council
- h) The Respondent is entitled to be represented by legal counsel, at the Councillor's sole expense.
- i) Council, excluding the Complainant and Respondent, shall deliberate and make a ruling on whether a breach of this policy has occurred.

Upon a finding that a Councillor has breached this policy Council shall issue a letter of reprimand addressed to the Councillor and Council may take such other corrective measures as may be available

through the provisions of the City of Corner Brook Act, Municipal Affairs Act, or such other legislation or legal remedies as may be applicable to the matter, including but not limited to:

- a. reporting the matter to Municipal Affairs;
- b. requesting the Councillor to submit a written apology regarding the breach to Council and/or the Complainant;
- c. censuring the Councillor who committed the breach;
- d. suspending or removing the Councillor from Council committees and bodies to which Council has the right to appoint members; and
- e. withdrawing any recommendations Council has made for appointment of the Councillor to external bodies.

Upon a finding that a Councillor has not breached this policy, Council shall issue a letter to the Complainant and Respondent stating such. The issue shall be considered finished and should remain confidential subject to any legal duty to disclose, including but not limited to requirements pursuant to the *Access to Information and Protection of Privacy Act*.

### Compliance and Enforcement

Councillors shall uphold the letter and the spirit and intent of this policy.

Councillors are expected to co-operate in every way possible in securing compliance with the application and enforcement of this policy.

No Councillor shall:

- a) undertake any act of reprisal or threaten reprisal against a complainant or any other person for providing relevant information to Council or to any other person; or
- b) obstruct Council, or any other person, in carrying out the objectives or requirements of this policy.

**\*\*Pages 150 – 161 have been redacted – Solicitor Client Privilege**