



## **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 **June 14, 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 live streamed on the City's Facebook page and will be broadcast on Rogers Cable and BOIR.**

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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, 10 MAY, 2021 AT 7:00 PM**

**PRESENT:**

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

**COW21-063 Approval of Agenda**

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

**COW21-064 Approval of Minutes [April 12, 2021]**

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the minutes from the Regular Meeting of April 12, 2021 as presented. **MOTION CARRIED.**

**COW21-065 Business Arising From Minutes**

No items were brought forward.

**COW21-066 Proclamation**

Mayor Parsons announced that a proclamation was signed declaring May 1st - 7th as National Youth Week in the City of Corner Brook.

Councillor T. Buckle noted that May 10-16, 2021 is National Nursing Week.

**COW21-067 Spring Clean Up**

Councillor V. Granter presented an update on the Spring Clean Up for 2021 as follows:

- a new street sweeper is being purchased but delivery is delayed
- cleaning of city streets and sidewalks is underway
- cleaning of green spaces is underway line painting will commence later the spring

**COW21-068 Lawn Repairs**

Councillor V. Granter provided an update on Lawn Repairs for the 2021 season. He stated the City will be pursuing a hybrid system of lawn repairs. For 2021 the reimbursement rate for residents to carry out their own repairs has increased.

**COW21-069 Confirmation of Order 2021-01 - 5 Burnt Hill Rd**

On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is **RESOLVED** to confirm order 2021-01 for 5 Burnt Hill Road in accordance with section 109(4) of the Urban and Rural Planning Act. **MOTION CARRIED.**

**COW21-070 Development and Planning Update**

Councillor L. Chaisson provided an update from the Development and Planning division regarding various ongoing projects:

- **Corner Brook Acute Care Hospital -**
- **Medical Building (Grenfell Drive) - Shopper's Drug Mart Expansion** - partial permits have been issued, construction began on April 19th.
- **Barry's Seafood Expansion**
- **Garage/Bus Depot**
- **Gospel Hall Church (Country Road)**
- **Great Canadian Dollar Store**
- **Dental Office (O'Connell Drive)**
- **West Coast Glass (Lundrigan Drive)**
- **Tech Construction (Lundrigan Drive)**
- **Walmart (Murphy Square)**
- **Tech Construction (White Lake Road)**
- **New Vet Clinic (Poplar Road)**
- **New Permit Program**

**COW21-071 Community Services Update**

Councillor T. Buckle providing an update from Community Services regarding the following ongoing projects:

- **STAR - Trail Development Review**
- **Branding**
- **Visitor Information Center Mill Whistler**
- **Jigs and Wheels Festival Corner Brook Sign**
- **Bag A Day.**
- **Transit Study and System Design**
- **Community Gardens and Composting Program**
- **Grenfell**
- **Urban Forestry.**
- **World Council on City Data.**
- **Downtown Urban Design Plan Covid Tax Relief Program -**

**COW21-072 Capital Projects Update**

Deputy Mayor B. Griffin provided an update regarding the following Capital Works Projects:

- **Corner Brook Recreation Center**
- **2021 Asphalt Program**



- Elizabeth Street Pumping Station Upgrade - tender for the project was released last week. The project is being completed on behalf of and is fully funded by the Province.
- Confederation at West Valley Road Roundabout - project is well underway.
- Multi-Year Capital Program (2020-2023) - the City will receive \$4.6 million in funding for capital projects. Staff will now revise the project list and present to Council for approval.
- Steady Brook Water Study - Council has approved the awarded of the study to CBCL Ltd and project is underway
- Mt. Bernard Sanitary Sewer Study - study is underway and is expected to be completed by mid-May 2021.

**COW21-073 Civic Centre Update**

Councillor T. Buckle provided an update regarding the following Civic Centre operations and activities.

- ice rink activities ongoing and demand remains high
- walking track is open
- fitness, active tots and church activities are ongoing
- Junior ball hockey and pickle ball are new activities ongoing at the center

**COW21-074 Youth Advisory Committee Update**

Councillor L. Chaisson provided an update on the following initiatives from the Youth Advisory Committee:

- Members were presented with the opportunity to work with the Humber Community "Y" on the YMCA Youth Liaison Program
- The committee launched a "Growing Together" project funded through the Conservation Corps NL - starter grow kits will be given out to residents who apply.
- Signs of Positivity will be relaunched this year. The signs will be placed throughout the City soon.
- The committee will be maintaining a community garden plot again this year with the plan of donating their crops to another local organization.

**COW21-075 Protective Services Activity Report**

Councillor J. Carey provided an update on the monthly activity report from the Protective Services Department for the month of April:

- Municipal Enforcement Officers received 29 calls for services for by-law enforcements including, taxi regulations, animal control and parking enforcement.
- There were 103 ATV permits issued and there are 109 in que as of May 8, 2021.
- The Corner Brook Fire Department received 34 calls for service.
- The Fire Prevention Inspector conducted 47 commercial inspections and 1 home oxygen inspection.

- The Corner Brook PSAP received a total of 4700 calls in March.

**COW21-076 Digital Sign Agreement (O'Connell Drive/University Drive) - DAS**

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve an amendment to the wording of the June 25, 2021 agreement with 75427 Newfoundland and Labrador Inc. as proposed. **MOTION CARRIED.**

**COW21-077 Wellington Street Complex Maintenance Lease Agreement**

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** approve the agreement with Corner Brook Minor Soccer Association for the supply of maintenance services to the Wellington Street Complex as presented. **MOTION CARRIED.**

**COW21-078 Mowing Contract - Corner Brook Minor Soccer**

On motion by Councillor T. Buckle, seconded by Councillor V. Granter, it is **RESOLVED** to approve execution of the agreement with the Corner Brook Soccer Association for the supply of mowing services for the Ambrose O'Reilly, Monarch Complex and George "Daddy" Dawe soccer fields as presented. **MOTION CARRIED.**

**COW21-079 Lease Agreement - Jubilee Field Maintenance**

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve execution of the agreement with the Corner Brook Baseball Association for the supply of maintenance services for Jubilee Field. **MOTION CARRIED.**

**COW21-080 Margaret Bowater Park Cleaning Grant Agreement**

**Councillor L. Chaisson declared a conflict of interest and abstained from discussion and voting on this agenda item.**

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the execution of the Grant Agreement with the Humber Valley Employment Corporation for \$21,550 for cleaning services to the Margaret Bowater Park as attached. **MOTION CARRIED.**

**COW21-081 Hired Equipment 2021**

On motion by Councillor J. Carey, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to accept the quotations for Hired Equipment Services as stated in the attached document for a seven-month period (May 22nd, 2021 to December 21st, 2021) on a standing offer basis. **MOTION CARRIED.**

**COW21-082 Notice of Motion - Third Party & Digital Signage Regulations Amendment**

Councillor Chaisson reported that a Notice of Motion is required to amend the Third Party and Digital Sign Regulations. Therefore, the following notice of motion was brought forward for consideration:

*It is RESOLVED Pursuant to the power 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 Digital Signage Regulations, 2021.*

**COW21-083 Vote By Mail Regulations**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey it is **RESOLVED** that pursuant to the power vested in it under Section 54 of the *Municipal Elections Act, SNL 2001, c. M-20.2* and all other enabling powers, the Corner Brook City Council hereby adopts and enacts the **MUNICIPAL ELECTION VOTE BY MAIL REGULATIONS** as attached hereto.

**COW21-084 Code of Conduct**

On motion by Deputy Mayor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to adopt the Code of Conduct Policy as presented. **(Councillor J. Carey, Councillor L. Chaisson and Councillor V. Granter voted against the motion.) MOTION CARRIED.**

**ADJOURNMENT**

The meeting was adjourned at 8:50 p.m.

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 City Clerk

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 Mayor





# Request for Decision (RFD)

**Subject:** Ratification of Decisions

**To:** Rodney Cumby  
**Meeting:** Committee of the Whole - 14 Jun 2021  
**Department:** City Manager  
**Staff Contact:** Alice Will,  
**Topic Overview:** Ratification of Minutes from previous Council in Committee and Committee of the Whole meetings

## BACKGROUND INFORMATION:

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

### Council in Committee Meeting – May 10, 2021

#### **It is RESOLVED to ratify minute CC21-007 – Approval of Agenda:**

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

#### **It is RESOLVED to ratify minute CC21-009 – Qalipu Flag :**


On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the permanent placement of the Qalipu flag at City Hall. **MOTION CARRIED.**  
 Councillor T. Buckle voted against the motion.

## GOVERNANCE IMPLICATIONS:

Legislation  
 City of Corner Brook Act  
 41 (3)

City Manager



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter:</b> Completion of the New Training Facility for CBFD	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>GPC Meeting Date: May 11, 2021</b>

**Topic:** Completion of the New Training Facility for the CBFD

**Background:** In October 2020, Corner Brook City Council approved for the Director of Protective Services to proceed with a modular shipping container live fire burn structure for the Corner Brook Fire Department.

**Issue:** The structure is now complete, inspected and commissioned by the engineer. This project however, has come in over budget. Reasons for this budget overrun are as follows:

- 1) The overall main error was on behalf of the Director in underestimating the extensiveness of the steelwork that was required to fully complete this structure. The Director budgeted the building of this structure using a preliminary concept design that lacked details of the stair and support structures that were to be required.
- 2) There was scope creep:
  - a. Initial design did not have a container standing on its end: The Director accepted this recommendation during final engineering design but failed to understand the added cost this feature incurred including the appending to the main structure, an added stairway and railing;
  - b. Added steel partitioning: Original design called for wooden partitions. To better extend the longevity of the structure, it was decided to change out the wood for steel. Also, more partitions were added to accommodate expanded training functionality for both Water Treatment Plant and Civic Centre.
- 3) There were safety enhancements that preliminary concept design did not capture:
  - a. A secondary staircase was required for safety access/escape;
  - b. a steel walkway was added on the top container to enhance the strength of the roof and provide more safety;
  - c. Stair treads were to be galvanized and grated by engineer design, so to not lose steel integrity and gripped for better footing.

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
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**Options:** This project being over budget will have an impact on the current expenditures for the fire department. To assume this cost, the fire department will:

- 1) Further decrease its budget over the next 5-year span to accommodate the cost of this project.
- 2) The fire department will offer its facility to its neighbouring fire departments for a fee and apply these fees to this project cost.
- 3) The fire department will also offer the facility to the provincial Fire Training school for a negotiated fee.
- 4) The fire department will provided training using this facility to other City employee's, thereby reducing their departmental cost for SCBA/HazMat training.

**Legal Review:** N/A

**Governance Implications:** N/A

**Budget/Financial Implications:** This project costed \$76,740.74 over its original budget of \$50,000.00. A breakdown of its construction cost is as follows:


Proposed Product/Work	Budget	Actual	Description
1. Engineering and Design;	\$5,000.00	<b>\$4945.00</b>	Anderson Engineering
2. Groundwork and Stabilization pad/s;	\$10,000.00	\$565.49	Humber Arm Contracting – Excavation and pad
		\$408.61	Humber Arm Contracting – Excavation and pad
		\$208.13	Humber Arm Contracting – Excavation and pad
		\$781.05	Humber Arm Contracting – Excavation and pad
		<b>\$1,963.28</b>	<b>Total Excavation and Pad Work</b>
3. 7 Shipping Containers;	\$20,000.00	\$17,515.15	As per quotation
		\$394.11	A1- Transportation – Floating Seacans to site
		\$365.95	A1- Transportation – Floating Seacans to site
		\$441.13	A1- Transportation – Floating Seacans to site
		\$441.12	A1- Transportation - Floating Seacans to site
		\$1016.79	Sparkes Trucking – Boomwork
		\$1173.22	Sparkes Trucking – Boomwork
		<b>\$21,347.47</b>	<b>Total for Shipping Containers and Placement</b>
4. Assembly and Fabrication;	\$15,000.00	\$684.18	CB Foundry – steel for attachment plates
		\$3026.91	CB Foundry - steel for windows
		\$1237.97	CB Foundry - steel for windows
		\$9,069.99	CB Foundry - steel for railing
		\$310.74	CB Foundry - steel for stair openings
		\$10,919.87	CB Foundry – pre-made grated stair treads
		\$85.70	CB Foundry – steel for stairs
		\$684.18	CB Foundry – steel for stairs
		\$375.90	CB Foundry – steel for stairs
		\$2908.60	CB Foundry – steel for stairs



		\$6464.41	CB Foundry – steel for partitions and bracing
		\$329.60	CB Foundry – steel for partitions
		\$3,033.26	CB Foundry – steel for roof walkway
		\$384.00	Western Glass – Steel Hinges
		\$55.20	Western Glass – Steel Hinges
		\$659.19	NL Fasteners – bolts for stairs
		\$235.73	Dulux Paints
		<b>\$40,465.43</b>	<b>Total Fabrication Steel &amp; Materials</b>
		\$8655.74.00	Wheeler’s Welding – Welding/Steel Working – site prep, sea- can prep cuts, assembly, welding
		\$9,901.50	Wheeler’s Welding – Welding/Steel Working – windows
		\$9,900.00	Wheeler’s Welding – Welding/Steel Working – inside stairs
\$9,855.03	Wheeler’s Welding – Welding/Steel Working – o/s stairs		
\$10,220.03	Wheeler’s Welding – Welding/Steel Working – partitions		
\$10,143.00	Wheeler’s Welding – Welding/Steel Working –		
		8,000.00	United Rentals – Man-lift
		<b>\$58,019.56</b>	<b>Total Welding /Steel Working</b>
<b>Total Project Cost:</b>		<b>\$126,740.74</b>	

<b>Prepared by:</b> Todd Flynn
<b>Director:</b> Todd Flynn
<b>City Clerk:</b> Marina Redmond
<b>Date:</b> May 08, 2021
<b>City Manager:</b> Rodney Cumby
<b>Date:</b>



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Digital Speed Signs</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: June 14, 2021</b>

## **Topic: Digital Speed Signs**

### **Background:**

The City of Corner Brook has four digital speed signs installed throughout the City. Currently the digital speed signs are installed on O'Connell Drive near Margaret Bowater Park, Petries Street near Bartlett's Point Park, East Valley Road near the neighborhood playground, and on West Valley Road near the top of Elswick Road. The installation of these signs is somewhat temporary such that they can be moved around the City as the need arises, however, currently the three signs associated with the parks and playground are permanently located in these locations so we only have one sign we move around every 2-3 weeks.

The cost to purchase these signs is \$4,500.00 (HST included) each. The signs display the vehicles speed as it approaches the sign and alerts the driver to slow down if the vehicle is exceeding the posted speed limit for the area. In addition to displaying the vehicles speed, the sign also records the number of vehicles and their speeds that passes the sign at any given time. We frequently download this data to review traffic volumes and associated speeds in the area.

Residents who feel that speeding is an issue on their street can call 637-1666 to request a sign be temporarily installed on their street for data collection. As noted above, because of limited number of signs and the time it takes to collect relevant and accurate data it may take several months before the sign is installed on your street.

### **Objective:**

To place the digital speed signs in the necessary locations to obtain accurate data of traffic volumes and speeds in order to make more informed decisions regarding traffic calming techniques.

**Governance Implications:** N/A

**Budget/Financial Implications:** The cost to purchase an additional speed sign is \$4,500.00 (HST included).

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Prepared by:</b> Donald Burden
<b>Director:</b> Donald Burden
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> June 8, 2021

**Additional Comments by City Manager:**

	<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: RFD 2021 Broadway Soil Retainment Structure</b>	
<b>Report Information</b>	
<b>Department: Public Works, Water and Wastewater</b>	<b>Attachments: Letter from Anderson Engineering</b>
<b>Prepared By: D. Burden</b>	<b>Council Meeting Date: June 14, 2021</b>

**Issue:** The current wooden soil retainment structure at 84 Broadway has failed and requires replacement.

**Background:** Anderson Engineering Consultants issued a tender on behalf of Public Works, Water, and Wastewater for the installation of a new concrete block soil retainment structure at 84 Broadway. The tender closed on May 26, 2021, and all compliant bids are listed below (HST included):

Cangro Services Limited                      \$68,540.00 (HST incl.)

**Proposed Resolution:** Be it **RESOLVED** that Corner Brook City Council award the soil retainment structure replacement to Cangro Services Limited for the amount of \$68,540.00 (HST included).

**Recommendation:** It is the recommendation of staff to award the soil retainment structure replacement to Cangro Services Limited for the amount of \$68,540.00 (HST included).

**Options:**


1. Accept staff's recommendation to award the soil retainment structure contract.
2. Reject staff's recommendation to award the soil retainment structure contract.

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

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

**Budget/Financial Implications:** Pretender estimate for the project was \$76,277.20

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

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Prepared by:</b> D. Burden
<b>Director:</b> D. Burden
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> June 8, 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: Discretionary Use (Shop 341 O'Connell Drive)</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Attachments: memo, Attachments 1 &amp; 2.</b>
<b>Prepared By: Darryl Skinner</b>	<b>Council Meeting Date: June 14 , 2021</b>

**Issue:** The City of Corner Brook has received an application requesting permission to operate a Shop, (wine supplies and fermenting of wine) from the existing building located 341 O'Connell Drive, Corner Brook, NL. The building is located in a Light Industrial Zone where the proposed use "Shop" is considered a "Discretionary Use" of the City of Corner Brook's Development Regulations.

**Background:** This application was advertised, giving the general public a chance to express any concerns that they may have with this development. The city did not receive any objections regarding the proposed development.

**Recommendation:** It is recommended that the authority approve the application for the proposed use, "Shop" for the existing building located at 341 O'Connell Drive, Corner Brook, NL.

**Be it resolved that the Council of the City of Corner Brook** that Council in its Authority approve the application for the proposed use, "Shop" for the existing building located at 341 O'Connell Drive, Corner Brook, NL.

**Options:**

1. That the Council of the City of Corner Brook approved the application for the proposed shop at 341 O'Connell Drive as recommended.
2. That the Council of the City of Corner Brook not approved the application for the proposed shop at 341 O'Connell Drive.
3. That the Council of the City of Corner Brook to give other direction to Staff.

**Options:** N/A

**Legal Review:** N/A

**Governance Implications:** Section 128 City of Corner Brook Development Regulations

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

**Attachment:** Memo & 2 Attachments.



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

**Prepared by:** Darryl Skinner

**Director:** Darren Charters

**City Manager:** Rodney Cumby

**Date:** June 9, 2021

**Additional Comments by City Manager:**



## Community Services Department

# Memo

To: Deon Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: June 9, 2021

Re: Discretionary Use (Shop), 341 O'Connell Drive

The City of Corner Brook has received an application requesting permission to operate a Shop, (wine supplies and fermenting of wine) from the existing building located 341 O'Connell Drive, Corner Brook, NL. The building is located in a Light Industrial Zone where the proposed use "Shop" is considered a "**Discretionary Use**" of the City of Corner Brook's Development Regulations.

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

After reviewing the proposed application and location, staff does not feel that a Shop at this location will have any negative effects on the surrounding area. Therefore it is recommended that Council approve the application for the proposed Shop use from the building located at 341 O'Connell Drive, Corner Brook, NL.

Sincerely,

Darryl Skinner  
Development Inspector III

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



341 O'Connell Drive

Proposed Shop (Wine supplies and wine fermenting)














	<p style="text-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: 2021-05</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2021-06-14</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:

### **IMSP and Development Regulations Update Project**

The project is now well underway with a major focus on the Public Consultation component of the project. The public is asked to visit [www.cornerbrookplan.ca](http://www.cornerbrookplan.ca) to participate in this very important planning process. On the website, you will find a background document about the plan and mapping tool where you can place comments or view other comments regarding your specific areas of interest. There are also 3 different surveys that you can complete. One for the general public, one businesses and one for developers.

Public input is critical for this project so we would again encourage everyone to visit the website where you can take part in the process and tell us what is important to you and your family. This information will help us develop the City to be the place you want it to be.

### **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 permit has now been issued for fire alarm and smoke management systems and two pre-board inspections have also been completed.

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

Construction is on-going, anticipated completion this summer.

### **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 being the end of June.

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

Occupancy permit issued last week.

### **Research & Innovation Hub – (1 Mill Road)**



## City of Corner Brook Information Report (IR)

Interior Demo is just about complete. Staff are waiting on a couple of updated drawings to issue full permits.

### **Pro Choice Auto Glass – (396 O’Connell Drive)**

Staff will be issuing foundation permit this week for the new building.

### **Taylor Smiles (Bill Taylor) – (O’Connell Drive)**

All permits have been issued and the project is nearing the end of construction on the top floor. The owner will be looking for an occupancy permit for the top floor sometime in July. The main floor will be unfinished and vacant until a new tenant fit-up is reviewed and permitted.

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

New building for West Coast Glass. All permits have been issued and construction is ongoing. Occupancy has not been granted as there are a couple of mechanical items left to complete.

### **New Pet Value – (8 Murphy Square)**

New PetValue interior fit-up at former Sunlife Insurance building. All permits have been issued and demolition of former Sunlife business has commenced.

### **Heli Resources – (18 Lundrigan Drive)**

Structural Steel permit has been issued for this new building.

### **Clyde Way Holdings – (12 White Lakes Road)**

All permits have been issued to complete a new 60’ x 150’ storage building

### **New Subway Building: (Union Street)**

Permits are anticipated to be issued in a couple of weeks.

### **SPCA Building: (Lundrigan Drive)**

Final permit to be issued in the coming weeks.

### **Gavin Ethridge Industrial Building: (Lundrigan Drive)**

Permit issued to complete building envelope

## **Development Statistics**





## City of Corner Brook Information Report (IR)

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

#### BUILDING PERMITS ISSUED

BUILDING TYPE	MAY 2021		TO DATE 2021		MAY 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	1	500	1	500	0	0	1	600
INDUSTRIAL NEW	2	204000	3	304000	2	670000	2	670000
OTHER	4	1712030	6	1817030	0	0	2	174000
INSTITUTIONAL NEW	0	0	0	0	0	0	1	50889323
OTHER	1	100000	3	850000	1	23000000	4	26500000
RESIDENTIAL NEW	0	0	1	500000	0	0	3	1073500
OTHER	45	1048506	88	1564096	51	292250	76	785210
BUSINESS NEW	0	0	0	0	0	0	0	0
OTHER	1	300	5	330300	4	53000	10	1516500
MERCANTILE NEW	0	0	0	0	0	0	0	0
OTHER	4	73000	13	756100	1	12500	4	51500
<b>TOTAL</b>	<b>58</b>	<b>3138336</b>	<b>120</b>	<b>6122026</b>	<b>59</b>	<b>24027750</b>	<b>103</b>	<b>81660633</b>

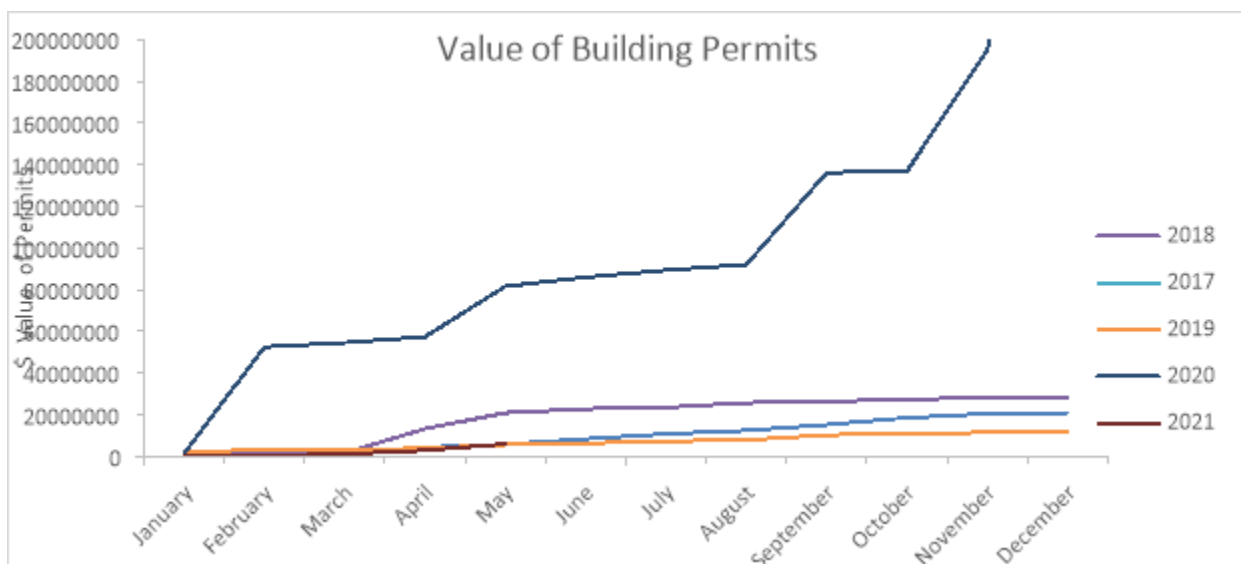
#### NEW RESIDENTIAL UNITS APPROVED

CLASSIFICATION	MAY 2021	TO DATE 2021	MAY 2020	TO DATE 2020
SINGLE DWELLING	1	1	0	0
DWELLING WITH APT.	0	0	4	6
DOUBLE DWELLING	0	0	0	0
ROW DWELLING	0	0	0	0
APARTMENT	0	0	0	0
APARTMENT BLDG.	0	0	0	0
<b>TOTAL</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>6</b>

OCCUPANCY PERMITS ISSUED FOR FEBRUARY 2021: 4

OCCUPANCY PERMITS ISSUED TO DATE 2021: 16

BUILDING INSPECTOR: 



	<p><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: 2020-06-10</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 Updates</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-05</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2021-06-14</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) closed on June 4<sup>th</sup>, 2021. The evaluation committee will now evaluate each proposal and recommend a Design-Build team for Council approval.

The Operational Consultant continues to work with staff to develop an operating/governance model for the new facility and is also reviewing documents to better estimate potential operating costs and subsidy levels.

Staff are preparing a Request for Expressions of Interest (REOI) document to determine what organizations may have an interest in operating the facility in full, or in part. This will help the Governance Committee determine the best possible operating model for the new facility.

Staff are also in talks with Grenfell to develop the necessary agreements.

### **2021 Asphalt Program**

The 2021 asphalt program tender has now closed and has been awarded. Given the pricing of the successful bid, staff are now adjusting the paving list to maximize the program for 2021. Once the list is complete, staff will bring forward to Council.

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

The award letter has been sent to the successful proponent and staff are awaiting the required documentation. Once all documentation is in place, the project will proceed. It is expected that the project will take eight weeks to complete.

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**

The project is nearly complete with only large map signs left to be installed. There has been a delay in receiving the required mounting hardware (poles and brackets).



## 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 submit the list of Council approved projects to the Province and once approved, staff will begin to move the projects forward.

### Engineering Studies

- **Steady Brook Water Study.** The Primary Consultant Agreement (PCA) has been executed and the consultant will now begin the work. It is expected to take 8 weeks to complete.
- **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 draft study will be submitted this week.

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

### Additional Comments by City Manager:



# Information Report (IR)

**Subject:** Recreation Update

**To:** Dale Park  
**Meeting:** Committee of the Whole - 14 Jun 2021  
**Department:** Recreation  
**Staff Contact:** Jessica Parsons,  
**Topic Overview:**

## BACKGROUND INFORMATION:

*The COVID-19 Pandemic has greatly impacted recreation and leisure for many people across our province. The City of Corner Brook has recognized this and to encourage citizens to get active and improve their overall well-being The City is participating in June is Recreation Month activities as well as moving forward with adapted Canada Day celebrations for 2021.*

## Activity Description and Information:

### June is Recreation Month

Recreation Newfoundland and Labrador declared June as Recreation Month to draw public attention to the important benefits and values of recreation for individuals, families and communities.

Recreation incorporates all of the activities that bring happiness and wellness to our lives, improving mental, physical, emotional and social well-being.

As part of June is Recreation Month, residents can send in pictures of themselves and their families participating in physical activity throughout the month to qualify for one of four \$300.00 gift cards that will be drawn randomly on June 30th. Photos can be sent to [rwight@cornerbrook.com](mailto:rwight@cornerbrook.com).

### ParticipAction - Community Better Challenge

The ParticipACTION Community Better Challenge is a Physical Activity initiative that encourages Canadians to get active in search of Canada's Most Active Community. The City of Corner Brook has signed up for this challenge and is asking residents to download the ParticipACTION app or register on the ParticipACTION website to track your activity minutes for June in hopes to make Corner Brook Canada's Most Active Community. Fifty Finalist communities from across the country will be chosen to compete for a \$100,000.00 grand prize and prizes will also be awarded to the top municipality in each Province.

Through a grant from ParticipACTION, the City is offering free Older Adult Fitness classes with Nora Lundrigan for the month of June to inspire people to get out and be active for the Community Better Challenge. There will also be additional Active Tots sessions throughout the month and Drop in Sports sessions available for all ages.

Check out the City of Corner Brook social media for a Community Better Challenge participation contest and a chance to win one of two \$100.00 gift cards!

#### Hippocampe Wheelchairs

Last year, the City of Corner Brook's Recreation Department purchased three hippocampe wheelchairs to improve accessible recreation in the City. One of these chairs is for exclusive use at the splash pad while the other two are available for use on variable terrain. The two all-terrain chairs are available for public use and can be accessed by calling 637-1232 or emailing [jparsons@cornerbrook.com](mailto:jparsons@cornerbrook.com).

#### Drop in Sports

For the month of June, a variety of sporting activities will be available for drop in during the lunch hour. Wednesdays will be drop in Basketball, Thursdays drop in Pickleball and Fridays will be drop in Volleyball. All programs will take place from 12:00-2:00pm at the Civic Centre Studio.

#### Splash Pad and Margaret Bowater Park Pool

The Splash pad in Margaret Bowater Park is now open for use from 9:00am-7:00pm daily. The Margaret Bowater Park pool will open July 1st with the hours of operation as 11:00 am-7:00pm. Lifeguards and security will be on deck to ensure the safety of the public and that COVID-19 protocol is followed. Canteen services will be available.

#### Canada Day

Due to COVID-19 restrictions on mass gatherings the majority of Canada Day Celebrations will be virtual for 2021. Please keep an eye to our social media for a Canada Day Flag raising and family-based activities such as rock and scavenger hunts around the City. There will be an evening Fireworks display from Captain Cook Lookout and it is encouraged that people socially distance while viewing the show. Please keep an eye to our social media for more details.

#### **ENVIRONMENTAL IMPLICATIONS:**

Activities will be delivered in a safe and effective manner with no environmental impact. Facilities are expected to be in clean, sanitized condition to reflect the COVID-19 regulations given by the Chief Medical Officer.

**Legal Review:** No

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City Manager



# Information Report (IR)

**Subject:** Civic Centre Update

**To:** Dale Park

**Meeting:** Committee of the Whole - 14 Jun 2021

**Department:** Recreation

**Staff Contact:** Willie Smith,

**Topic Overview:** To provide an update on the status of the Civic Centre

## BACKGROUND INFORMATION:

### Background:

The pandemic continues to play a role in both the volume, type and delivery of activity provided at the Civic Centre impacting a number traditional events and activities in the late spring and early summer such as graduations, banquets and weddings. While demand for recreational activity remained high throughout. There are glimmers of optimism in the marketplace moving forward.

### Activity Description and Information:

The last skate for the spring season took place on May 27th and the ice plant was turned off that evening. The demand for summer ice continues to remain high as the Centre will host 8 full week camps for hockey and figure skating. The ice plant for the Kinsmen arena is currently scheduled to be turned on July 4th with programming beginning on July 12th through to Labor Day weekend. There are also a number of basketball and volleyball camps scheduled in June and August including an NLVA (Newfoundland & Labrador Volleyball Association) provincial camp. The NLVA as well successfully hosted regional training sessions in May.

Many recreational groups have transitioned to summer programming. There are a number of activities available during recreation month (June) at the Centre including walking (extending hours), senior fitness classes, active tots, pickle ball, drop in activities including volleyball and basketball, along with other gym rentals. New in the summer of 2021 is a six team junior ball hockey league which started programming on May 30 and will continue through July 28th.

It is important to note that since the Province announced the plan for Reopening Newfoundland and Labrador, "Together. Again." there has been an increase in interest for more traditional activity such larger conferences, meetings and potential large events. There remains a cautious optimism in a return to "normal" starting in the fall of 2021. This hopefulness is also founded on the recent uptake in the meeting and training business reflected in 22 day rentals for June. More information is required from Public Health for many groups to plan and commit to specific dates for indoor gatherings in the fall.

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City Manager





# Request for Decision (RFD)

**Subject:** Poll Tax Adjustments

**To:** Rodney Cumby  
**Meeting:** Committee of the Whole - 14 Jun 2021  
**Department:** Finance and Administration  
**Staff Contact:** Dale Park,  
**Topic Overview:**

## BACKGROUND INFORMATION:

In the 2020 Budget, Council discontinued the charging of poll tax. During 2020, staff were focused on collecting the remaining poll tax that was outstanding. At this point there is an amount of poll tax that staff have deemed will be a challenge to collect. There are currently 122 accounts with a total balance of \$33,718.19 outstanding. These accounts are for individuals that are no longer employed by the previously identified employer, are no longer able to be located, or are otherwise not able to be collected. The last write-off of poll tax was in 2018. The write off will be applied to the allowance for doubtful accounts that has already been established.

## PROPOSED RESOLUTION:

**Be it RESOLVED that the Council of the City of Corner Brook approve the write-off of \$33,718.19 in outstanding poll tax.**

## FINANCIAL IMPACT:

These accounts are to be applied to the allowance for doubtful accounts. At the end of 2020 the balance in the allowance for doubtful accounts was \$485,000.

**Legal Review:** No

## RECOMMENDATION:

It is staff's recommendation to approve the write off as proposed.

## ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the write off as outlined.
2. That the Council of the City of Corner Brook not approve the pool tax write off and provide further direction on how to proceed.

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City Manager



# Request for Decision (RFD)

**Subject:** 2020 Financial Statements

**To:** Rodney Cumby  
**Meeting:** Committee of the Whole - 14 Jun 2021  
**Department:** Finance and Administration  
**Staff Contact:** Dale Park,  
**Topic Overview:** As per the City of Corner Brook Act, the City is required to prepare and adopt a financial statement in a manner consistent with generally accepted accounting principles (GAAP) as established by the Public Sector Accounting Board  
**Attachments:** [2020.12.31 City of Corner Brook Financial Statements DRAFT 06.04.21](#)

## BACKGROUND INFORMATION:

The financial statement have been audited by BDO Canada and in their opinion, the consolidated financial statements present fairly, in all material aspects, the financial position of the City of Corner Brook as of December 31, 2020. Also included for Council's review is the final report to the Finance Committee which summarizes aspects of the audit that should be read in conjunction with the financial statements.

## PROPOSED RESOLUTION:

**Be it RESOLVED that the Council of the City of Corner Brook approve the 2020 audited financial statements of the City of Corner Brook as attached.**

## FINANCIAL IMPACT:

The approval of the financial statements is required in order to continue to receive Gas Tax and Capital funding.

## GOVERNANCE IMPLICATIONS:

Legislation  
 City of Corner Brook Act  
 108(1)

**Legal Review:** No

## LEGAL REVIEW:

None – legal has been consulted by BDO as a part of their audit procedures.

## RECOMMENDATION:

It is staff's recommendation to approve the 2020 Financial Statements as attached

**ALTERNATIVE IMPLICATIONS:**

1. That the Council of the City of Corner Brook approve the 2019 consolidated financial statements as presented. The statements reflect the financial position of the City.
2. That the Council of the City of Corner Brook not approve the 2019 consolidated financial statements. This would be an extreme measure and should only be undertaken if Council has a reason to not approve.

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City Manager

# **CITY OF CORNER BROOK**

**Consolidated Financial Statements  
For the Year Ended December 31, 2020**

DRAFT for Council Approval

## **CITY OF CORNER BROOK**

### **Consolidated Financial Statements**

**For the Year Ended December 31, 2020**

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## STATEMENT OF RESPONSIBILITY

The accompanying consolidated financial statements are the responsibility of the management of the City of Corner Brook and have been prepared in compliance with legislation, and in accordance with Canadian Public Sector Accounting Standards.

In carrying out its responsibilities, management maintains appropriate systems of internal and administrative controls designed to provide reasonable assurance that transactions are executed in accordance with proper authorization, that assets are properly accounted for and safeguarded, and that financial information produced is relevant and reliable.

The Council of the City met with management to review a draft of the consolidated financial statements and to discuss any significant financial reporting or internal control matters prior to their approval of the finalized consolidated financial statements.

BDO Canada LLP as the City's appointed external auditors, have audited the consolidated financial statements. The Auditor's report is addressed to the Mayor and members of Council and appears on the following page. Their opinion is based upon an examination conducted in accordance with Canadian generally accepted auditing standards, performing such tests and other procedures as they consider necessary to obtain reasonable assurance that the consolidated financial statements are free of material misstatement and present fairly the financial position and results of the City in accordance with Canadian Public Sector Accounting Standards.

\_\_\_\_\_  
*Jim Parsons*  
 Mayor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
*Rodney Cumby*  
 City Manager

\_\_\_\_\_  
 Date



Tel: 709-579-2161  
 Fax: 709-579-2120  
 www.bdo.ca

BDO Canada LLP  
 300 Kenmount Road, Suite 100  
 St. John's, NL A1B 3R2

## Independent Auditor's Report

### To the Mayor and Council of City of Corner Brook

#### Opinion

We have audited the consolidated financial statements of City of Corner Brook (the "City"), which comprise the consolidated statement of financial position as at December 31, 2020, the consolidated statements of operations and accumulated surplus, changes in net assets (debt) and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2020, and the results of its consolidated operations, change in net assets (debt) and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

#### Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process.





#### **Auditor's Responsibilities for the Audit of the Consolidated Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.



We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants

Corner Brook, Newfoundland and Labrador  
TBD

**CITY OF CORNER BROOK  
CONSOLIDATED STATEMENT OF FINANCIAL POSITION  
As at December 31, 2020**

	<u>2020</u>	<u>2019</u>
<b>FINANCIAL ASSETS</b>		
Cash	\$ 15,916,039	\$ 13,784,256
Accounts receivable (Note 3)	<u>4,722,871</u>	<u>4,908,852</u>
	<u>20,638,910</u>	<u>18,693,108</u>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities (Note 5)	4,861,515	5,941,484
Employee benefits liability (Note 6)	1,179,528	1,128,690
Long-term debt (Note 7)	<u>11,190,307</u>	<u>15,274,661</u>
	<u>17,231,350</u>	<u>22,344,835</u>
<b>NET FINANCIAL ASSETS (DEBT)</b>	<u>3,407,560</u>	<u>(3,651,727)</u>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets (Schedule 1)	164,488,946	166,774,549
Inventories (Note 8)	1,413,685	1,177,833
Prepaid expenses	<u>334,564</u>	<u>578,404</u>
	<u>166,237,195</u>	<u>168,530,786</u>
<b>ACCUMULATED SURPLUS</b>	<u>\$ 169,644,755</u>	<u>\$ 164,879,059</u>

Approved on behalf of Council:

\_\_\_\_\_  
Mayor

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

*The accompanying notes are an integral part of this financial statement*

**CITY OF CORNER BROOK**  
**CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS**  
**Year Ended December 31, 2020**

	2020 Budget (Schedule 5)	2020 Actual	2019 Actual
<b>REVENUE</b>			
Taxation	\$ 31,189,400	\$ 31,583,506	\$ 31,516,226
Government transfers	1,616,600	6,030,807	6,845,671
Sales of goods and services	3,089,900	2,053,834	2,704,697
Interest income	625,000	492,927	741,473
Other revenue	37,500	90,087	18,966
Total revenue (Schedules 2, 4 and 5)	36,558,400	40,251,161	41,827,033
<b>EXPENSES</b>			
General government	3,649,900	3,483,407	3,355,030
Community engineering, planning and development	2,354,100	1,976,052	1,899,317
Protective services	5,122,500	5,116,690	5,141,420
Public works	8,583,800	8,951,073	9,371,438
Water and waste water	3,525,400	3,259,046	3,427,835
Parks and recreation	964,600	761,356	954,604
Corner Brook Transit	321,500	347,269	316,605
Corner Brook Civic Centre	2,471,400	1,736,076	2,487,595
Fiscal services	9,860,537	9,854,496	9,673,467
Total expenses (Schedules 3, 4 and 5)	36,853,737	35,485,465	36,627,311
<b>ANNUAL SURPLUS</b>	(295,337)	4,765,696	5,199,722
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	164,879,059	164,879,059	159,679,337
<b>ACCUMULATED SURPLUS, END OF YEAR</b>	\$ 164,583,722	\$ 169,644,755	\$ 164,879,059

*The accompanying notes are an integral part of this financial statement*

**CITY OF CORNER BROOK**  
**CONSOLIDATED STATEMENT OF CHANGES IN NET FINANCIAL ASSETS (DEBT)**  
**Year Ended December 31, 2020**

	<u>2020 Budget</u>	<u>2020 Actual</u>	<u>2019 Actual</u>
<b>ANNUAL SURPLUS</b>	<u>\$ (295,337)</u>	<u>\$ 4,765,696</u>	<u>\$ 5,199,722</u>
Acquisition of tangible capital assets	(4,211,600)	(6,786,678)	(9,391,115)
Amortization of tangible capital assets	-	9,072,281	8,675,317
Use of inventories	-	(235,852)	20,951
Acquisition of prepaid expenses	-	243,840	(450,788)
	<u>(4,211,600)</u>	<u>2,293,591</u>	<u>(1,145,635)</u>
<b>CHANGE IN NET DEBT</b>	<u>(4,506,937)</u>	<u>7,059,287</u>	<u>4,054,087</u>
<b>NET DEBT, BEGINNING OF YEAR</b>	<u>(3,651,727)</u>	<u>(3,651,727)</u>	<u>(7,705,814)</u>
<b>NET FINANCIAL ASSETS (DEBT), END OF YEAR</b>	<u>\$ (8,158,664)</u>	<u>\$ 3,407,560</u>	<u>\$ (3,651,727)</u>

*The accompanying notes are an integral part of this financial statement*

**CITY OF CORNER BROOK**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
**Year Ended December 31, 2020**

	<u>2020</u>	<u>2019</u>
<b>OPERATING TRANSACTIONS</b>		
Annual surplus	\$ 4,765,696	\$ 5,199,722
Items not affecting cash:		
Amortization of tangible capital assets	9,072,281	8,675,317
Changes in non-cash items:		
Accounts receivable	185,981	2,302,469
Inventories held for use	(235,852)	20,951
Prepaid expenses	243,840	(450,788)
Accounts payable and accrued liabilities	(1,079,969)	(479,261)
Employee benefits liability	50,838	(2,884)
<b>Cash provided by operating transactions</b>	<u>13,002,815</u>	<u>15,265,526</u>
<b>CAPITAL TRANSACTIONS</b>		
Purchase of tangible capital assets	(6,786,678)	(9,391,115)
<b>Cash applied to capital transactions</b>	<u>(6,786,678)</u>	<u>(9,391,115)</u>
<b>FINANCING TRANSACTIONS</b>		
Proceeds of long-term debt	-	4,000,000
Debt repayment	(4,084,354)	(4,618,049)
<b>Cash applied to financing transactions</b>	<u>(4,084,354)</u>	<u>(618,049)</u>
<b>Increase in cash</b>	<u>2,131,783</u>	<u>5,256,362</u>
<b>Cash, beginning of the year</b>	<u>13,784,256</u>	<u>8,527,894</u>
<b>Cash, end of the year</b>	<u><u>\$ 15,916,039</u></u>	<u><u>\$ 13,784,256</u></u>

*The accompanying notes are an integral part of this financial statement*

**CITY OF CORNER BROOK  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
As at December 31, 2020**

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**1. Status of the City of Corner Brook**

The incorporated City of Corner Brook (the "City") is a municipal government that was incorporated in 1956 pursuant to the City of Corner Brook Act, 1990. The Municipality provides or funds municipal services such as fire, public works, parks and recreation, water and waste water, transit and other general government operations.

**2. Significant Accounting Policies**

**a) Basis of Consolidation**

The consolidated financial statements include the assets, liabilities, revenues and expenses of the reporting entity. The reporting entity is comprised of the City of Corner Brook and the Corner Brook Civic Centre.

**b) Basis of Accounting**

These consolidated financial statements have been prepared in accordance with Canadian Public Sector Accounting Standards (PSAS).

**c) Severance Benefits, Compensated Absences, and Retirement Benefits**

The City provides defined severance benefits, compensated absences, and retirement benefits to certain employee groups. These benefits include pension, health and dental, and non-vesting sick leave. The City has adopted the following policies with respect to accounting for these employee benefits:

- i) The cost of severance and other termination benefits are determined using employees' current salaries and total years of service. Severance and other termination benefits are accrued in full when owed.
- ii) The cost of non-vesting sick leave benefits are determined using employees' current salaries and days of accumulated sick leave. Non-vesting sick leave benefits are accrued in full when owed.
- iii) The costs of a defined contribution pension plan consisting of Registered Pension Plan (RPP) matching program available for all full-time employees are charged to operations as contributions are due. Contributions are a defined amount based upon a set percentage of salary.

**d) Non-Financial Assets**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the annual surplus, provides the change in net financial assets (debt) for the year.

**e) Tangible Capital Assets**

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to the acquisition, construction, development, or betterment of the asset. Assets under construction are not amortized until the asset is put into use. One-half of the annual amortization is charged in the year of acquisition and in the year of disposal.

**CITY OF CORNER BROOK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**As at December 31, 2020**

**2. Significant Accounting Policies (continued)**

**e) Tangible Capital Assets (continued)**

The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over their estimated useful lives as follows:

Land Improvements	10 - 50 years
Buildings	25 - 40 years
Machinery and Equipment	
Equipment	5 - 10 years
Computer Hardware	4 years
Vehicles	5 years
Recreation Infrastructure	10 - 20 years
Transportation Infrastructure	5 - 50 years
Water and Waste Water Infrastructure	10 - 60 years

**f) Inventories**

Inventories held for consumption are recorded at the lower of cost and replacement value. Cost is determined using the first-in, first-out method. Land inventory held for sale is recorded at lower of cost and net realizable value.

**g) Government Transfers**

Government transfers are recognized as revenue in the financial statements when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfer revenue is recognized in the statement of operations as the stipulation liabilities are settled.

When the municipality is the transferor, the government transfers are recognized as an expense in the statement of operations when they are authorized and all eligibility criteria have been met by the recipient.

**h) Revenue Recognition**

Taxes are recorded at estimated amounts when they meet the definition of an asset, have been authorized and the taxable event occurs. For property taxes, the taxable event is the period for which the tax is levied. As taxes recorded are initially based on management's best estimate of the taxes that will be received, it is possible that changes in future conditions, such as reassessments due to audits, appeals, and court decisions, could result in a change in the amount of tax revenue recognized. Taxes receivable are recognized net of an allowance for anticipated uncollectible amounts.

Sales of goods and services consists mostly of Civic Centre and facility rental and own source revenues which are recognized when significant risks and rewards of ownership have been transferred and there are no significant obligations remaining, sales price is fixed and determinable, persuasive evidence of an arrangement exists, and collection is reasonably assured. This usually coincides with the provision of the goods and services.



**CITY OF CORNER BROOK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**As at December 31, 2020**

**2. Significant Accounting Policies (continued)**

**i) Use of Estimates**

The preparation of consolidated financial statements in accordance with Canadian Public Sector Accounting Standards requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and are reported amounts of revenue and expenses during the reporting period. Actual results could differ from management's best estimates. Estimates include the allowance for doubtful accounts relating to the collection of tax revenues, the useful lives of tangible capital assets, and the assumptions used in determining the obligation for retirement benefits and employee benefits.

**3. Accounts Receivable**

	2020	2019
Taxes		
Municipal	\$ 2,807,370	\$ 2,632,788
Poll tax	31,690	131,966
Utility taxes	994,269	993,505
Grants in Lieu of Taxes	210,509	-
HST rebate	369,064	660,180
Province of Newfoundland and Labrador	153,691	135,473
Other	642,163	1,004,080
	<u>5,208,756</u>	<u>5,557,992</u>
Less: Allowances for doubtful amounts	<u>(485,885)</u>	<u>(649,140)</u>
	<u><u>\$ 4,722,871</u></u>	<u><u>\$ 4,908,852</u></u>

**4. Bank Indebtedness**

The City has borrowing facilities with two financial institutions:

i) CIBC – demand operating credit not exceeding \$4,000,000 at any time, bearing interest at prime minus 0.27% per annum on the net cash position held with the bank at any point in time. At December 31, 2020, the City is in a positive net cash position (2019 - positive) and, consequently, the credit facility is unused.

ii) RBC – revolving lease line with an authorized limit of \$1,000,000, bearing interest at rates determinable upon the inception of an approved loan or lease. Disbursed leases are presented within capital lease liabilities accordingly. At December 31, 2020, the lease line was unused (2019 - nil).

**5. Accounts Payable and Accrued Liabilities**

	2020	2019
Trade payables and accruals	\$ 3,268,581	\$ 3,259,117
Contract deposits	1,044,845	1,181,671
Capital payables	89,591	629,128
Contract holdbacks	352,889	739,160
Accrued interest	105,609	132,408
	<u><u>\$ 4,861,515</u></u>	<u><u>\$ 5,941,484</u></u>

**CITY OF CORNER BROOK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**As at December 31, 2019**

**6. Employee Benefits Liability**

Severance benefits: The City allocates to certain employee groups a specific amount of severance pay at the termination of employment, provided the employee meets the specific provisions of the plan.

Compensated absences: The City allocates to certain employee groups a specific number of days each year for use as paid absences. These days do not vest and are available immediately. Employees are permitted to accumulate their unused allocation each year, up to the allowable maximum provided in their collective agreements.

Retirement benefits: The City extends post-employment life insurance, health and dental benefits to certain employee groups after retirement until the members reach 65 years of age.

These benefit liabilities have not been actuarially calculated.

	<u>2020</u>	<u>2019</u>
Severance benefits	\$ 1,004,855	\$ 939,388
Compensated absences	119,231	140,476
Retirement benefits	55,442	48,826
	<u>\$ 1,179,528</u>	<u>\$ 1,128,690</u>

Included in Personnel services expense in the Consolidated Statement of Operations by Program (Schedule 4) is \$40,331 (2019 - \$5,422) of employee benefits.

The City has a defined contribution retirement plan for participating employees. During the year, employees contributed \$705,047 (2019 - \$678,818) to the plan. The City contributed \$705,047 (2019 - \$678,818) and this expense has been included in Personnel services expense in the Consolidated Statement of Operations by Program (Schedule 4).

**7. Long-Term Debt**

	<u>2020</u>	<u>2019</u>
CMHC loan with interest of 3.98% under the Municipal Infrastructure Lending Program, repayable in blended annual installments of \$1,753,597, maturing in 2024.	\$ 6,368,375	\$ 7,811,091
TD Bank fixed rate term loan with interest at 2.44%, repayable in blended monthly installments of \$70,886, maturing in 2024	2,909,173	3,685,204
RBC swap transaction loan with interest at a floating rate recalculated monthly at the swap rate, ranging from 1.85% to prime rate, repayable in blended monthly installments of \$69,849 plus any unfavorable floating rate adjustments, maturing in 2022.	1,238,000	2,048,000
Newfoundland and Labrador Housing Corporation ("NLHC") mortgage, interest free, with payments due on disposition of specified land held for sale. Repayment terms are subject to periodic review by NLHC.	344,759	400,577

**CITY OF CORNER BROOK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**As at December 31, 2020**

**7. Long-Term Debt (continued)**

Federation of Canadian Municipalities loan with interest of 1.47% under the Green Municipal Fund, repayable in semi-annual installments of \$15,000 plus interest, maturing in 2031.

**330,000** 360,000

Newfoundland Municipal Financing Corporation loan, repaid during the year.

- 23,431

CIBC swap transaction loan, repaid during the year.

- 946,358

**\$ 11,190,307** **\$ 15,274,661**

Principal payments required in each of the next five years are as follows:

2021	\$ 3,141,408
2022	\$ 2,812,563
2023	\$ 2,479,575
2024	\$ 2,202,002
2025	\$ 30,000

**8. Inventories**

	<b>2020</b>	<b>2019</b>
Land held for sale	\$ 331,572	\$ 382,316
Public works	361,954	360,192
Salt	627,188	375,569
Sand	85,372	51,501
Fuel	7,599	8,255
	<b>\$ 1,413,685</b>	<b>\$ 1,177,833</b>

**9. Commitments**

The City has entered into multiple-year contracts for several operating leases on equipment. The required annual lease payments for the next five years are as follows:

2021	\$ 193,242
2022	\$ 187,375
2023	\$ 187,375
2024	\$ 146,559
2025	\$ 42,779

**CITY OF CORNER BROOK  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
As at December 31, 2020**

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**10. Contingencies**

A statement of claim has been filed against the City for failure to pay and breach of contract. The claim relates to a construction project for which the City is withholding payment on the basis of unsatisfactory work performed. The City has maintained an accrual of \$151,117 in accounts payable and accrued liabilities for the expected liability to the contractor. Discoveries related to the claim remain on going. Consequently, as of the report date, the outcome of the claim is not determinable.

The City has received notices of multiple other claims. The nature of the additional claims are related to property entitlement, property damage, and withheld payments, arising in the ordinary course of operations. No provision has been made for these claims either because the City is not expected to incur any significant liability, or because an estimate of loss, if any, is not determinable at this time.

**11. Budget**

In accordance with the *City of Corner Brook Act, 1990* every council must adopt a financial plan for each fiscal period in a form approved of by the minister. The financial plan is prepared on a revenue and expenditure basis that does not meet the recommendations of PSAS. For comparative purposes, the City has modified its financial plan to present a budget that is consistent with the scope and accounting principles used to report the actual results. The budget figures used in these financial statements have been approved by Council.

The reconciliation between the City's cash-based financial plan and the PSAS accrual-based budget figures used in these statements is disclosed in Schedule 5.

**13. Segmented Information**

General Government

This segment includes all revenues and expenses related to administrative departments and activities as well as the general operations of the City itself.

Community Engineering Planning and Development

This segment includes all expenses relating to planning, engineering, community development and business development.

Protective Services

This segment includes all revenues and expenses related to the municipal enforcement, fire and emergency services provided by the City.

Public Works

This segment includes all revenues and expenses for road maintenance and administration which includes sidewalks, traffic signals and systems, building maintenance, snow clearing, drainage, waste management and street lighting.

Water and Waste Water

This segment includes all revenues and expenses relating to the maintenance and operation of the water and sewer facilities, while ensuring that these systems meet all provincial standards.

Parks and Recreation

This segment includes all revenues and expenses relating to recreational facilities, parks and maintenance and related administration revenues and expenses.

Corner Brook Transit

This segment includes all revenues and expenses related to the City's transit system.

**CITY OF CORNER BROOK**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**As at December 31, 2020**

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**13. Segmented Information (continued)**

Corner Brook Civic Centre

This segment includes all revenues and expenses related to the operations of the Corner Brook Civic Centre.

Fiscal Services

This segment includes all revenues and expenses relating to municipal capital grants, municipal grants and contributions, uncollectible amounts, long-term debt interest, and amortization of tangible capital assets.

**14. Subsequent event - COVID-19**

The COVID-19 pandemic has not had a major impact on the City's operations as the City continues to provide essential services in the normal course of operations. Increased cleaning and sanitation costs have been offset by scaled back recreation programs and community events in accordance with Provincial Health Guidelines. There has been no significant impact on tax arrears to date. However, there remains uncertainty regarding the full impact of COVID-19 on the City should there be another wave resulting in a lockdown. Management continues to actively monitor the situation.

**15. Comparatives figures**

Certain comparative figures have been restated where necessary to conform with current period financial statement presentation.

**CITY OF CORNER BROOK**  
**CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS**  
**Year Ended December 31, 2020**

**SCHEDULE 1**

	General Capital Assets				Infrastructure			Totals	
	Land and Land Improvements	Buildings	Machinery and Equipment	Recreation Infrastructure	Transportation Infrastructure	Water and Waste Water	Assets Under Construction	2020	2019
<b>Cost</b>									
Opening costs	\$ 2,041,462	\$ 101,384,177	\$ 13,133,848	\$ 12,722,443	\$ 89,177,217	\$ 65,147,458	\$ 3,354,868	\$ 286,961,473	\$ 277,570,358
Additions during the year	-	-	1,860,048	24,076	3,634,533	1,029,970	2,377,545	8,926,172	9,391,115
Disposals and write downs	-	-	(619,405)	-	-	-	-	(619,405)	-
Transfers	-	-	-	-	-	-	(2,139,494)	(2,139,494)	-
Closing costs	2,041,462	101,384,177	14,374,491	12,746,519	92,811,750	66,177,428	3,592,919	293,128,746	286,961,473
<b>Accumulated Amortization</b>									
Opening accum'd amortization	-	26,349,583	10,213,801	8,479,660	55,263,130	19,880,750	-	120,186,924	111,511,607
Amortization	-	2,511,873	1,026,632	310,714	3,314,423	1,908,639	-	9,072,281	8,675,317
Disposals and write downs	-	-	(619,405)	-	-	-	-	(619,405)	-
Closing accum'd amortization	-	28,861,456	10,621,028	8,790,374	58,577,553	21,789,389	-	128,639,800	120,186,924
<b>Net Book Value of Tangible Capital Assets</b>	<b>\$ 2,041,462</b>	<b>\$ 72,522,721</b>	<b>\$ 3,753,463</b>	<b>\$ 3,956,145</b>	<b>\$ 34,234,197</b>	<b>\$ 44,388,039</b>	<b>\$ 3,592,919</b>	<b>\$ 164,488,946</b>	<b>\$ 166,774,549</b>

**CITY OF CORNER BROOK**  
**CONSOLIDATED SCHEDULE OF REVENUES**  
**Year Ended December 31, 2020**

**SCHEDULE 2**

	2020 Actual	2019 Actual
<b>Taxation</b>		
Municipal tax	\$ 22,950,827	\$ 22,622,125
Business tax	5,362,628	5,391,206
Grants in lieu of taxes	1,369,533	1,353,294
Utility tax	1,213,814	1,204,177
Poll tax	-	209,968
Business surcharge	-	850
Water supply agreements	686,704	734,606
	<u>31,583,506</u>	<u>31,516,226</u>
<b>Government Transfers</b>		
Government of Newfoundland and Labrador		
Capital work grants	3,295,761	4,686,627
Provincial Gas Tax	166,053	166,053
Debt retirement grant	24,178	72,588
Government of Canada		
Federal Gas Tax	1,267,687	1,806,065
Safe Restart Program	1,163,884	-
Grants in lieu of taxes	113,244	114,338
	<u>6,030,807</u>	<u>6,845,671</u>
<b>Sales of Goods and Services</b>		
Licences and permits	202,113	220,932
Recreation and community services	35,443	53,960
Facility rentals	970,146	1,017,361
Corner Brook Civic Centre revenue	697,284	1,306,077
Land Transactions	107,358	29,717
Fines	41,490	76,650
	<u>2,053,834</u>	<u>2,704,697</u>
<b>Interest Income</b>		
Interest	492,927	741,473
<b>Other Revenue</b>		
Miscellaneous	90,087	18,966
<b>Total Revenue</b>	<u>\$ 40,251,161</u>	<u>\$ 41,827,033</u>



**CITY OF CORNER BROOK  
CONSOLIDATED SCHEDULE OF EXPENSES  
Year Ended December 31, 2020**

**SCHEDULE 3**

	<b>2020 Actual</b>	<b>2019 Actual</b>
<b>General Government</b>		
Executive and legislative	\$ 304,428	\$ 322,451
City Manager's office	596,813	626,914
Finance and Administration	2,582,166	2,405,665
	<u>3,483,407</u>	<u>3,355,030</u>
<b>Community Engineering, Planning and Development</b>		
Administration	370,109	407,815
Business Resource Centre	183,023	216,726
Development and planning	140,423	76,822
Building inspection	387,486	381,574
Engineering	742,920	686,596
Geographical information systems	55,326	70,971
Sustainable development	96,765	58,813
	<u>1,976,052</u>	<u>1,899,317</u>
<b>Protective Services</b>		
Fire Protection	4,004,939	4,033,170
911 Centre	780,994	762,847
Municipal enforcement	330,757	345,403
	<u>5,116,690</u>	<u>5,141,420</u>
<b>Public Works</b>		
Supervision and administration	1,857,452	1,472,150
Other operations payroll	725,062	643,905
Building maintenance	790,556	739,640
Street lighting	694,730	639,500
Snow clearing	1,895,669	2,292,774
Traffic control	196,961	307,296
Drainage	70,355	146,231
Street and storm sewer cleaning	295,648	417,982
Street maintenance	1,034,534	1,310,338
Sanitation and waste removal	1,390,106	1,401,622
	<u>8,951,073</u>	<u>9,371,438</u>
<b>Water and Waste Water</b>		
Water treatment plant	1,291,253	1,340,702
Purification and treatment	102,229	107,959
Water mains and hydrants	1,078,696	1,196,987
Sanitary systems	490,890	461,655
Regulators and meters	140,621	158,352
Reservoirs and intakes	80,893	82,697
Pump house	74,464	79,483
	<u>3,259,046</u>	<u>3,427,835</u>

**CITY OF CORNER BROOK  
CONSOLIDATED SCHEDULE OF EXPENSES  
Year Ended December 31, 2020**

**SCHEDULE 3 Cont...**

**Parks and Recreation**

Parks	414,453	612,700
Recreation and leisure	346,903	341,904
	<u>761,356</u>	<u>954,604</u>

**Corner Brook Transit**

Transit contract subsidy	<u>347,269</u>	<u>316,605</u>
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**Corner Brook Civic Centre**

Administrative expenses	331,201	618,278
Operating expenses	1,404,875	1,869,317
	<u>1,736,076</u>	<u>2,487,595</u>

**Fiscal Services**

Grants	208,000	242,700
Long-term debt interest	407,756	635,450
Provision for uncollectible taxes, fees and charges	166,459	120,000
Amortization of tangible capital assets	9,072,281	8,675,317
	<u>9,854,496</u>	<u>9,673,467</u>

**Total Expenses**

	<u>\$ 35,485,465</u>	<u>\$ 36,627,311</u>
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**CITY OF CORNER BROOK**  
**CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM**  
**Year Ended December 31, 2020**

**SCHEDULE 4**

	General Government*		Community Engineering, Planning and Development		Protective Services	
	2020	2019	2020	2019	2020	2019
<b>REVENUE</b>						
Taxation	\$ 31,583,506	\$ 31,516,226	\$ -	\$ -	\$ -	\$ -
Government transfers	2,735,046	2,159,044	-	-	-	-
Sales of goods and services	1,321,107	1,344,660	-	-	-	-
Investment income	-	-	-	-	-	-
Other revenue	90,087	18,966	-	-	-	-
Total revenue	<u>35,729,746</u>	<u>35,038,896</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>EXPENSES</b>						
Personnel services	2,528,420	2,397,389	1,802,205	1,655,378	4,596,927	4,511,430
Amortization	-	-	-	-	-	-
Maintenance materials and supplies	59,063	82,213	66,467	87,089	236,821	334,735
Contract services	705,193	548,443	47,401	28,455	37,455	24,057
Utilities	61,393	75,112	8,973	19,252	57,775	167,095
Other	128,788	247,389	51,006	109,143	149,545	65,936
Interest on long-term debt	-	-	-	-	38,167	38,167
Grants and contributions	550	4,484	-	-	-	-
Total expenses	<u>3,483,407</u>	<u>3,355,030</u>	<u>1,976,052</u>	<u>1,899,317</u>	<u>5,116,690</u>	<u>5,141,420</u>
<b>Annual Surplus (Deficit)</b>	<u>\$ 32,246,339</u>	<u>\$ 31,683,866</u>	<u>\$ (1,976,052)</u>	<u>\$ (1,899,317)</u>	<u>\$ (5,116,690)</u>	<u>\$ (5,141,420)</u>

\* The general government category includes revenues and expenses that cannot be attributed to a particular sector.

**CITY OF CORNER BROOK**  
**CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM**  
**Year Ended December 31, 2020**

**SCHEDULE 4 Cont...**

	<b>Public Works</b>		<b>Water and Waste Water</b>		<b>Parks and Recreation</b>	
	2020	2019	2020	2019	2020	2019
<b>REVENUE</b>						
Taxation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Government transfers	-	-	-	-	-	-
Sales of goods and services	-	-	-	-	35,443	53,960
Investment income	-	-	-	-	-	-
Other revenue	-	-	-	-	-	-
Total revenue	-	-	-	-	35,443	53,960
<b>EXPENSES</b>						
Personnel services	3,600,498	3,534,274	1,284,293	1,365,641	448,223	520,392
Amortization	-	-	-	-	-	-
Maintenance materials and supplies	1,791,673	2,570,190	1,436,969	1,501,516	61,078	128,501
Contract services	2,070,061	1,866,509	215,008	209,867	118,489	139,575
Utilities	987,683	965,247	282,871	310,579	11,555	35,568
Other	22,103	53,295	39,905	40,232	122,011	130,568
Interest on long-term debt	471,453	376,394	-	-	-	-
Grants and contributions	7,602	5,529	-	-	-	-
Total expenses	8,951,073	9,371,438	3,259,046	3,427,835	761,356	954,604
<b>Annual Surplus (Deficit)</b>	<b>\$ (8,951,073)</b>	<b>\$ (9,371,438)</b>	<b>\$ (3,259,046)</b>	<b>\$ (3,427,835)</b>	<b>\$ (725,913)</b>	<b>\$ (900,644)</b>

**CITY OF CORNER BROOK**  
**CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM**  
**Year Ended December 31, 2020**

**SCHEDULE 4 Cont...**

	Corner Brook Transit		Corner Brook Civic Centre		Fiscal Services	
	2020	2019	2020	2019	2020	2019
<b>REVENUE</b>						
Taxation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Government transfers	-	-	-	-	3,295,761	4,686,627
Sales of goods and services	-	-	697,284	1,306,077	-	-
Investment income	-	-	-	-	492,927	741,473
Other revenue	-	-	-	-	-	-
Total revenue	-	-	697,284	1,306,077	3,788,688	5,428,100
<b>EXPENSES</b>						
Personnel services	-	-	995,302	1,114,148	-	-
Amortization	-	-	-	-	9,072,281	8,675,317
Maintenance materials and supplies	-	1,804	144,515	211,857	-	-
Contract services	346,230	313,596	214,998	579,671	-	-
Utilities	1,039	1,205	319,568	514,334	-	-
Other	-	-	52,353	53,667	166,459	119,786
Interest on long-term debt	-	-	9,340	13,918	407,756	635,450
Grants and contributions	-	-	-	-	208,000	242,914
Total expenses	347,269	316,605	1,736,076	2,487,595	9,854,496	9,673,467
<b>Annual Surplus (Deficit)</b>	<b>\$ (347,269)</b>	<b>\$ (316,605)</b>	<b>\$ (1,038,792)</b>	<b>\$ (1,181,518)</b>	<b>\$ (6,065,808)</b>	<b>\$ (4,245,367)</b>

## SCHEDULE 4 Cont...

**CITY OF CORNER BROOK**  
**CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM**  
**Year Ended December 31, 2020**

	<b>Total</b>	
	<b>2020</b>	<b>2019</b>
<b>REVENUE</b>		
Taxation	\$ 31,583,506	\$ 31,516,226
Government transfers	6,030,807	6,845,671
Sales of goods and services	2,053,834	2,704,697
Investment income	492,927	741,473
Other revenue	90,087	18,966
<b>Total revenue</b>	<b>40,251,161</b>	<b>41,827,033</b>
<b>EXPENSES</b>		
Personnel services	15,255,868	15,098,652
Amortization	9,072,281	8,675,317
Maintenance materials and supplies	3,796,586	4,917,905
Contract services	3,754,835	3,710,173
Utilities	1,730,857	2,088,392
Other	732,171	820,016
Interest on long-term debt	926,716	1,063,929
Grants and contributions	216,152	252,927
<b>Total expenses</b>	<b>35,485,465</b>	<b>36,627,311</b>
<b>Annual Surplus (Deficit)</b>	<b>\$ 4,765,696</b>	<b>\$ 5,199,722</b>

## SCHEDULE 5

**CITY OF CORNER BROOK**  
**RECONCILIATION OF THE FINANCIAL PLAN TO THE CONSOLIDATED PSAS BUDGET**  
**Year Ended December 31, 2020**

	Financial Plan	Tangible Capital Assets	Interest Expense	Reclassifications	Debt Repayments	PSAS Budget
<b>REVENUE</b>						
Taxation	\$ 28,652,800	\$ -	\$ -	\$ 2,536,600	\$ -	\$ 31,189,400
Government transfers	2,968,400	-	-	(1,351,800)	-	1,616,600
Sales of goods and services	2,925,200	-	-	164,700	-	3,089,900
Interest income	625,000	-	-	-	-	625,000
Other revenue	1,387,000	-	-	(1,349,500)	-	37,500
Total revenue	36,558,400	-	-	-	-	36,558,400
<b>EXPENSES</b>						
General government	3,649,900	-	-	-	-	3,649,900
Community engineering, planning and development	2,354,100	-	-	-	-	2,354,100
Protective services	5,122,500	-	-	-	-	5,122,500
Public works	8,583,800	-	-	-	-	8,583,800
Water and waste water	3,525,400	-	-	-	-	3,525,400
Parks and recreation	964,600	-	-	-	-	964,600
Corner Brook Transit	321,500	-	-	-	-	321,500
Corner Brook Civic Centre	2,471,400	-	-	-	-	2,471,400
Fiscal services	120,000	-	-	-	-	120,000
Provision for uncollectible amounts	260,500	-	-	-	-	260,500
Grants and sponsorship	4,211,600	(4,211,600)	-	-	-	-
Capital expenditures	4,973,100	-	407,756	-	(4,973,100)	407,756
Debt charges	-	9,072,281	-	-	-	9,072,281
Amortization	-	-	-	-	-	-
Total expenses	36,558,400	4,860,681	407,756	-	(4,973,100)	36,853,737
<b>Annual Surplus (Deficit)</b>	\$ -	\$ (4,860,681)	\$ (407,756)	\$ -	\$ 4,973,100	\$ (295,337)



**CITY OF CORNER BROOK**  
**SCHEDULE 6**  
**SCHEDULE OF CHANGE IN RESERVE FUND BALANCES**  
**Year Ended December 31, 2020**  
**(Unaudited)**

	Waste Water Reserve	Land Acquisitions	Equipment Replacement	Gas Tax	Public Trust	Operating and Environment
<b>REVENUE</b>						
Other income	\$ -	\$ -	\$ -	\$ 1,293,912	\$ -	\$ -
<b>EXPENSES</b>						
Other expenses	-	-	100,000	1,066,161	17,419	39,498
<b>NET REVENUES</b>	-	-	(100,000)	227,751	(17,419)	(39,498)
<b>TRANSFERS</b>						
Transfers from operating fund	1,025,700	-	-	-	-	-
Acquisition of tangible capital assets	-	(35,849)	(729,928)	-	-	-
<b>CHANGE IN RESERVE FUND BALANCES</b>	1,025,700	(35,849)	(829,928)	227,751	(17,419)	(39,498)
<b>FUND SURPLUS, BEGINNING OF YEAR</b>	10,113,888	609,908	1,045,653	1,087,662	21,214	281,000
<b>FUND SURPLUS, END OF YEAR</b>	<u>\$ 11,139,588</u>	<u>\$ 574,059</u>	<u>\$ 215,725</u>	<u>\$ 1,315,413</u>	<u>\$ 3,795</u>	<u>\$ 241,502</u>

**SCHEDULE 6 cont...**  
(Unaudited)

**CITY OF CORNER BROOK**  
**SCHEDULE OF CHANGE IN RESERVE FUND BALANCES**  
**Year Ended December 31, 2020**

	NLHC Paving	Fire Department Hazard	Summer Festival	Safe Restart	2020 Total	2019 Total
<b>REVENUE</b>						
Other income	\$ -	\$ -	\$ -	\$ 1,163,884	\$ 2,457,796	\$ 1,862,239
<b>EXPENSES</b>						
Other expenses	-	-	-	-	1,223,078	3,053,405
<b>NET REVENUES</b>	-	-	-	1,163,884	1,234,718	(1,191,166)
<b>TRANSFERS</b>						
Transfers from operating fund	111,630	4,908	-	-	1,142,238	1,666,633
Acquisition of tangible capital assets	(55,815)	-	-	-	(821,592)	(302,803)
<b>CHANGE IN RESERVE FUND BALANCES</b>	55,815	4,908	-	1,163,884	1,555,364	172,664
<b>FUND SURPLUS, BEGINNING OF YEAR</b>	71,611	(4,908)	5,000	-	13,231,028	13,058,364
<b>FUND SURPLUS, END OF YEAR</b>	\$ 127,426	\$ -	\$ 5,000	\$ 1,163,884	\$ 14,786,392	\$ 13,231,028



# Request for Decision (RFD)

**Subject:** 2020 Tax Recovery Plan

**To:** Rodney Cumby  
**Meeting:** Committee of the Whole - 14 Jun 2021  
**Department:** Finance and Administration  
**Staff Contact:** Dale Park,  
**Topic Overview:** Tax Recovery Plan  
**Attachments:** [Tax Recovery Plan Form 2020](#)  
[Tax Receivable Summary 2020 revised](#)

## BACKGROUND INFORMATION:

The provincial Department of Municipal Affairs requires all municipalities to prepare and approve an annual tax recovery plan. The tax recovery plan outlines the tax balances that are outstanding at the end of each year and the methods that the City will use for collections.

At the end of 2020 there was \$2.542 million outstanding from 1,063 different properties. This is up slightly from \$2.397 million and 1,100 properties at the end of 2019. 2020 and 2021 have been challenging for both businesses and residents due to COVID-19, however the City will continue its collection tools for properties that are in arrears. The City is willing to work with property and business owners to set up reasonable payment plans. If suitable payment plans are not in place the City will exercise its various collection tools including water shut-offs, rental seizures, tax sales or legal action.

## PROPOSED RESOLUTION:

**Be it RESOLVED that the Council of the City of Corner Brook approve the 2020 Tax Recovery Plan as attached.**

## FINANCIAL IMPACT:

Required to be completed by MA for continued funding from the Province.

**Legal Review:** No

## RECOMMENDATION:

It is staff's recommendation to approve the 2020 Tax Recovery Plan as attached.

## ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the 2020 Tax Recovery Plan as attached.
2. That the Council of the City of Corner Brook not approve the 2020 Tax Recovery Plan and make amendments as they deem necessary.



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City Manager

# **City of Corner Brook**

**Tax Recovery Plan Dated December 31, 2020**

**Tax Recovery Actions and Plans for the Municipal Fiscal Year 2021**

Date Created: May 28, 2021

Date Amended: . 201

Municipality of Corner Brook  
Tax Recovery Plan Dated December 31, 2020

**A. Status of the Objectives of the Tax Recovery Plan dated December 31, 2019:**

The City was able to recover 56.43% of the outstanding and current taxes receivable for the municipality fiscal year that ended December 31, 2020. The stated objective for the Tax Recovery Plan dated December 31, 2019 (Municipal Fiscal Year 2020) was 50%.

Summary of reasons for **meeting** the 2019 objective include:

We need an overview what worked:

- 1) The City was successful in collecting over \$1,353,175 of the taxes that were outstanding from 2019 and prior in 2020. The COVID 19 pandemic and the resulting economic challenges caused a delay in collections in the months of March, April and May in comparison to prior years. From June onward, the City focused on working with business and property owners to develop long term payment plans that were suitable for the taxpayer, and acceptable to the City.
- 2) In 2020 the City focused on longer term recovery and collection methods and planning for better future collection results. The total receivable outstanding at the end of 2020 was only \$145,690 or 5.5% higher than the same period in 2019. The number of accounts with balances outstanding has been reduced from 1,100 to 1,063, and the City has continued to more as many accounts as possible to preauthorized payment plans or post-dated cheques.
- 3) The City was successful in having a tax sale in 2020 with 8 properties sold and over \$41,000 in outstanding taxes collected.

**B. The Objectives of the Tax Recovery Plan Dated December 31, 2020**

The City's objective is to recover 50% of all of the outstanding tax receivable by December 31, 2021.

In order to ensure the availability of sufficient municipal services, it is important that residents and businesses make their payments to Council by June 30, 2021, or otherwise be placed on the City's arrears listing and held subject to the City's arrears recovery actions as presented in this report.

Under the Government of Newfoundland and Labrador's Community Sustainability Partnership (CSP), the City must implement and maintain a Tax Recovery Plan and Tax Receivable Summary by establishing objectives, timelines and procedures to recover unpaid taxes from the current and previous years.

The City is subject to these accountability measures in order to receive a future share of Provincial Gas Tax Revenue Sharing funding.

# Municipality of Corner Brook

Tax Recovery Plan Dated December 31, 2020

The City must also present municipal audited annual financial statements in compliance with Public Sector Accounting Board (PSAB) standards and an approved annual budget.

Moreover, the City will take all reasonable actions towards the recovery of taxes in arrears while ensuring the tax recovery process being followed is fair and reasonable to the tax payer and the City, and within the authority provided under the *City of Corner Brook Act, 1999*.

## Tax Year Planning Schedule

- |   |   |
|---|---|
| • Tax Notices are mailed out            | Early – mid January 2021;               |
| • Taxes are due on                      | Property February 28, Business March 31 |
| • Taxes are considered unpaid after     | March 31, 2021;                         |
| • Taxes are considered in arrears after | March 31, 2021; and,                    |
| • Tax Recovery Plan begins              | January 1, 2021.                        |

**Option 1: For Those Municipalities that Report All Taxes Receivable Together**

**The City of Corner Brook  
Tax Receivable Summary  
December 31, 2020**

	Total Receivable		Accounts With Payment Plan	
	Tax Payers #	Amount \$	Tax Payers #	Amount \$
<b>Taxes Receivable</b>				
A Owed for current tax year (2020)	648	\$ 1,497,858.07	378	\$ 536,472.05
B Owed for preceding tax year (2019)	215	559,875.01	66	179,170.47
C Owed for two years preceding (2018)	84	195,008.33	22	52,644.33
D Owed for three years preceding (2017)				
E Owed for Four years preceding (2016)	116	290,255.41	22	57,344.85
F Owed for over four years (2015 and older)				
<b>Total Taxes Receivable (Dec 31) (A + B + C + D + E + F)</b>	<b>1063</b>	<b>\$ 2,542,996.82</b>	<b>488</b>	<b>\$ 825,631.70</b>

<b>Allowance for Doubtful Accounts for Taxes Receivable</b>	<b>\$485,884.80</b>
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Are there any town residents on a Formal Tax Payment Plan

If yes, please ensure the "Accounts with Payment Plan" Section is completed.

Yes

No





# Request for Decision (RFD)

**Subject:** Pratt Street Phase 3 Land Sale

**To:** Rodney Cumby  
**Meeting:** Committee of the Whole - 14 Jun 2021  
**Department:** Finance and Administration  
**Staff Contact:** Brandon Duffy, Land Management Supervisor  
**Topic Overview:** To decide whether to sell or to not sell the City land located off Pratt Street  
**Attachments:** [C-01 C-02 SITE PLAN AND ALIGNMENT PLAN REVISED 2021-C-01 SITE PLAN \(2\)](#)  
[Pratt Street Sub Land](#)

## BACKGROUND INFORMATION:

Land Management was approached by 52453 Newfoundland and Labrador Limited who requested to purchase City land to complete the next phase of the subdivision located near Pratt Street. The City obtained this land from Newfoundland and Labrador Housing Corporation in 2003 and is currently vacant and covered with natural vegetation. The approximate area is 5.23 Acres with two (2) access points between 59/65 Pratt Street and between 75/79 Pratt Street.

According to City Policy the land must be sold through the public tendering process, unless otherwise directed by Council.

52453 Newfoundland and Labrador Limited completed the previous two (2) phases of Pratt Street and also owns a portion of land that is required to develop off the access point between 75/79 Pratt Street. Based on the drawing submitted by 52453 Newfoundland and Labrador Limited, the proposed subdivision will have a total of 23 lots with another access point to allow for future development. Due to 52453 Newfoundland and Labrador Limited owning a portion of land that would allow development off the access point between 75/79 Pratt Street, it would make it difficult for another developer to develop the same land.

## PROPOSED RESOLUTION:

It is RESOLVED to approve staff to negotiate and enter into an agreement of purchase and sale with 52453 Newfoundland and Labrador Limited for City land located near Pratt Street

## FINANCIAL IMPACT:

The City receives revenues from the sale (\$104,600) and it will generate future property taxes.

## GOVERNANCE IMPLICATIONS:

Policy  
 Other  
 City of Corner Brook Policy  
 07-08-05 & 07-08-08

**Legal Review:** No

### **RECOMMENDATION:**

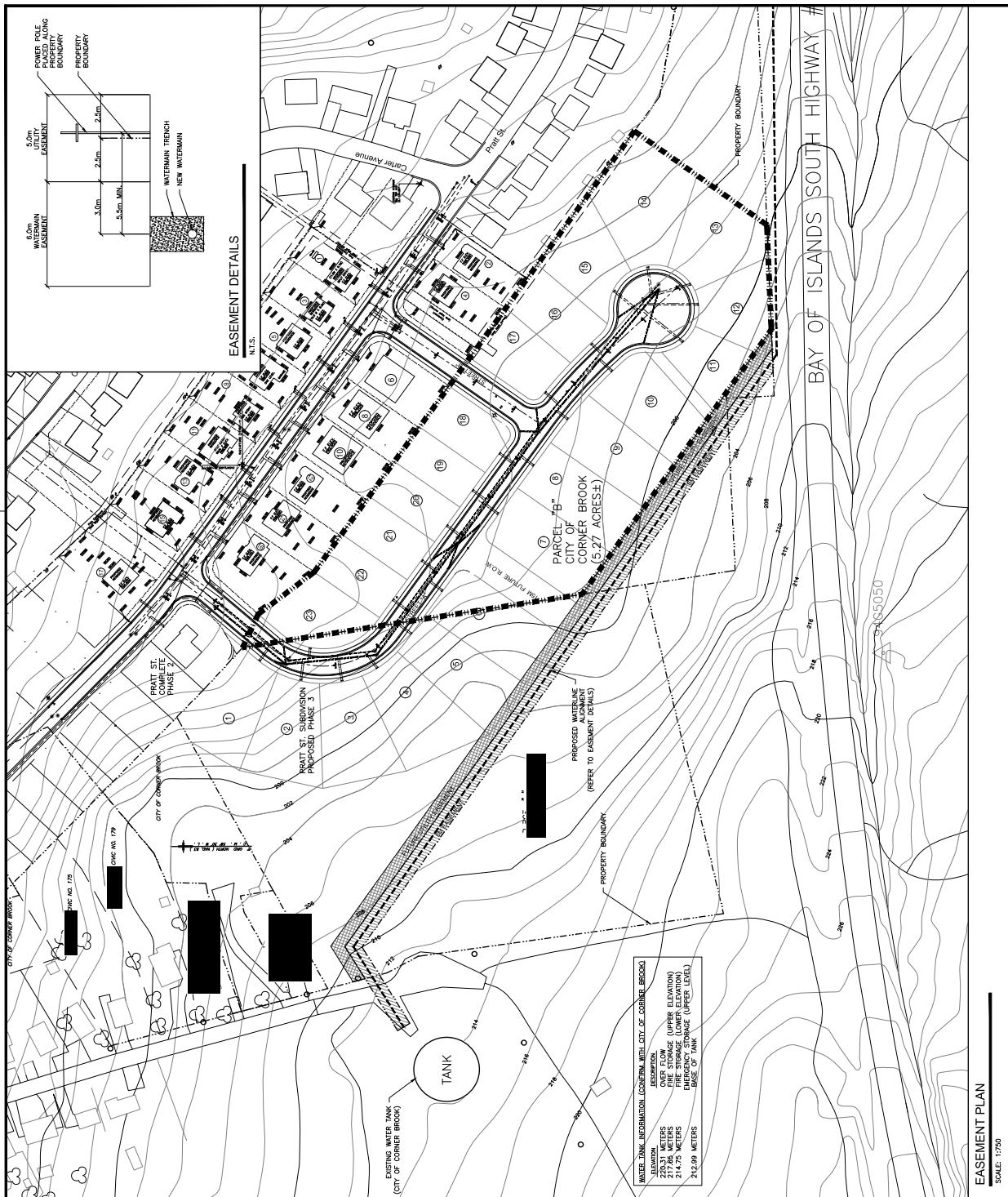
Staff recommends Council approve staff to negotiate and enter into an agreement of purchase and sale with 52453 Newfoundland and Labrador Limited for City land located near Pratt Street

### **ALTERNATIVE IMPLICATIONS:**

1. Sell the land to 52453 Newfoundland and Labrador Limited
  - a. Land will be sold and developed in accordance to the preliminary drawing submitted by 52453 Newfoundland and Labrador Limited
2. Sell the land publicly
  - a. Land will be sold via the Request for Proposal process and developed accordingly
3. Don't sell the land
  - a. City will maintain control of the land and will not be developed at this time.

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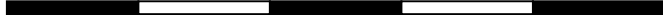
City Manager





Schedule "A"



LEGEND		NOTES			
Location of Land		<div>1. Unless otherwise noted, all dimensions are in metres.</div> <div>2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.</div> <div>3. 7.5 cm orthoimagery acquired in 2019.</div> <div>4. Size and shape of parcel is approximate as no survey is available</div>			
		<div></div> <div>Pratt Street</div>			
0306090120150 m		DRAWN BY:	DATE: 06-03-2021	SCALE: 1:1500	FIGURE: 1
		APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0

Project Path: M:\Land Management\Subdivisions\Pratt Street Phase 3\Pratt Street.qpz



# Information Report (IR)

**Subject:** Youth Advisory Committee Report

**To:** Rodney Cumby

**Meeting:** Committee of the Whole - 14 Jun 2021

**Department:** City Manager

**Staff Contact:** Jessica Smith, Legislative

**Topic Overview:** The following is an update from the Youth Advisory Committee.

## BACKGROUND INFORMATION:

The Youth Advisory Committee held a meeting on June 8th, 2021 and discussed the following items:

- The Committee had great uptake of applicants for the **Growing Together Project** which was funded by the Conservations Corps Newfoundland and Labrador. With their supplies, the Committee was able to put together 50 Grow Kits and residents were able to fill out an online form to request a kit. The members held two pick-up nights at City Hall for residents to pick up their kits and they had a great turnout. The Committee is encouraging residents to post photos of their gardening adventures and progress to social media and use the **"#CBKindness"**. The Committee is hoping to do some small contests surrounding the project
- The Committee have their Community Garden plot set up for the summer. They plan to set up a schedule for the summer so that all members can participate in maintaining the plot and making sure it is watered and looked after. Once it comes close to harvesting any of the crops, they will determine where they will donate them.
- The Signs of Positivity are going to be put up around the City again this summer by public works.
- The Committee expressed an interest in being involved in any events that the City is involved with over the summer.
- A representative from Upland Planning and Design Studio met virtually with the Committee regarding obtaining youth input in the Integrated Municipal Sustainability Plan (IMSP) and Development Regulations for the City. The members provided some perspective on the youth experience in the City and what aspects of the growth of the City are important to them. They were encouraged to visit the website [www.cornerbrookplan.ca](http://www.cornerbrookplan.ca) for more information and provide more input and also encouraged to share with family and friends.

City Manager





# Request for Decision (RFD)

**Subject:** Information Sharing Agreement – Elections NL

**To:** Rodney Cumby  
**Meeting:** Committee of the Whole - 14 Jun 2021  
**Department:** City Manager  
**Staff Contact:** Marina Redmond,  
**Topic Overview:** Election 2021- Voter's List. In accordance with the Municipal Election Act, the Voter's list must be completed by 28 August 2021. Given that the City will be implementing Vote by mail as a voting option for the 2021 election it is imperative that the Voter's List be finalized as soon as possible to allow sufficient time for the staff to implement the Vote By Mail Process which will include a module to allow the public to ensure their name is on the voter's list. Inclusion of an individual's name on the voter's list is voluntary and we highly encourage residents to confirm that their name is on the list.

**Attachments:** [Elections NL Voters List](#)

## BACKGROUND INFORMATION:

The City of Corner Brook routinely works with Election's NL regarding the transmittal of information of the Provincial Voter's List. In order to access the Provincial Voter's List for the 2021 Municipal General Election, we are required to sign off on the attached agreement. This agreement has been reviewed by the City solicitor and she has recommended executing the agreement.

## PROPOSED RESOLUTION:

It is RESOLVED to approve execution of the Information Sharing Agreement between Elections Newfoundland and Labrador and the City of Corner Brook regarding the transmittal of information of the Provincial Voter's List

## GOVERNANCE IMPLICATIONS:

Legislation  
 Other  
 Municipal Election Act  
 31

**Legal Review:** Yes

## LEGAL REVIEW:

Agreement has been reviewed and recommended for approval by the city solicitor



**RECOMMENDATION:**

Approve execution of the Agreement as attached.

**ALTERNATIVE IMPLICATIONS:**

Council has the option to recommend amendments to the agreements. Should Council request changes this will result in delays to implementing the Vote By Mail process.

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City Manager





**CONFIDENTIAL**

## **Information Sharing Agreement**

**This Information Sharing Agreement is made between:**

**THE OFFICE OF THE CHIEF ELECTORAL OFFICER  
OF NEWFOUNDLAND AND LABRADOR**  
(hereinafter referred to as "Elections Newfoundland and Labrador")

**AND:**

**THE MUNICIPALITY OF THE CITY OF CORNER BROOK IN THE PROVINCE OF  
NEWFOUNDLAND AND LABRADOR**  
(hereinafter referred to as "the Municipality")

### **1.0 Purpose:**

- 1.01 This Information Sharing Agreement ("ISA") is to establish the terms and conditions between Elections Newfoundland and Labrador and the Municipality regarding the secure and efficient supply and exchange of information necessary for the revision, correction, of compilation of a Permanent List of Electors, in preparation for municipal elections, provincial elections and provincial and municipal referenda and plebiscites.

### **2.0 Authority:**

- 2.01 The parties agree that this ISA has been concluded in the Province of Newfoundland & Labrador and that the rights and obligations of the parties under this ISA shall be governed by the laws in effect in the Province of Newfoundland & Labrador.
- 2.02 Elections Newfoundland and Labrador is authorized to enter into this ISA pursuant to section 56.2(1) of the Elections Act, 1991.

### **3.0 Definitions:**

- 3.01 In this ISA, the following words and expressions have the meanings which are assigned to them in this section:
- (1) "list of electors" means a list of electors within the municipal boundaries of the City of Corner Brook
  - (2) "parties" means Elections Newfoundland and Labrador and the City of Corner Brook
  - (3) "electoral event" means a provincial or municipal by-election or general election

- (4) “referenda or plebiscites” means provincial or municipal referenda or plebiscites
- (5) “candidate” means an official candidate in a provincial or municipal electoral event as defined in the *Elections Act, 1991* or the *Municipal Elections Act*.

#### **4.0 Duration:**

- 4.01 This ISA shall come into effect on the day it is signed by both parties, and shall remain in force and effect for a period of five (5) years from its effective date.
- 4.02 The parties may extend this ISA for a period of three months by mutual agreement, in writing.
- 4.03 On the expiration of the ISA, each party shall return to the other or destroy any list of electors information or documents that a party had received from the other under this ISA.

#### **5.0 Protection, Security and Disclosure of Information Transmitted**

- 5.01 The parties acknowledge their responsibility to take all reasonable measures pertaining to the privacy, protection and disclosure of personal information transmitted pursuant to the terms of this ISA, the *Elections Act, 1991*, the *Municipal Elections Act*, and sections 64 and 69 of the *Access to Information and Protection of Privacy Act 2015*.
- 5.02 The parties hereby agree to maintain physical media that contains the information received under this ISA in a locked and secure location and shall restrict access to the information to those individuals identified in subsection 9.08 and subsection 9.09, and to those other persons permitted access to the information in accordance with this ISA, the *Elections Act, 1991*, the *Municipal Elections Act*, and sections 64 and 69 of the *Access to Information and Protection of Privacy Act 2015*. The parties will maintain a list of each individual who has access to the information and each individual who has access to the information will sign an Oath of Secrecy form.
- 5.03 Information stored, accessed or transferred digitally shall be secured, monitored, encrypted and password protected. This includes, but is not limited to, primary and back-up storage media, data interfaces and data access points, as well as physical and virtual transmission media
- 5.04 Unless authorized by statute, or except where authorized in writing by the individual to whom the information relates, Elections Newfoundland and Labrador nor the Municipality shall disclose or provide any personal information contained in the information transmitted under this ISA.
- 5.05 Before giving any individual access to the list of electors’ information in a manner permitted under this ISA, the parties shall ensure that the Oath of Secrecy form, attached to this ISA as Schedule “B”, has been duly completed by the individual.

## 3

- 5.06 Either party may, upon giving notice of at least two business days to the other party, conduct any reasonable audit of operations, including on-site audits to ensure compliance with the protection, security and disclosure requirements of this ISA.

**6.0 Roles and Responsibilities:**

- 6.01 The parties are responsible for the actions of their employees, agents and contractors with respect to the transfer, use, protection, security, disclosure and disposition of Electors' Personal Information transferred under this ISA pursuant to the *Elections Act, 1991*, the *Municipal Elections Act*, and sections 64 and 69 of the *Access to Information and Protection of Privacy Act 2015*.
- 6.02 The parties shall make reasonable efforts to promptly resolve any dispute arising between them in relation to this ISA. A party shall send a written notice to the other party by registered mail of any unresolved dispute for consideration and resolution.
- 6.03 The parties are responsible for their own internal and external costs associated with the execution and implementation of this ISA.
- 6.04 The parties hereby agree that the responsibilities set out in this ISA do not include an undertaking by either party to provide technical assistance to the other in the handling, reading or loading of information unless the party which has been requested to provide assistance so agrees.
- 6.05 Each party shall immediately notify the other party in writing in the event that there is an unauthorized disclosure of information and shall provide as much detail as possible in relation to the unauthorized disclosure of information to the other party.

**7.0 Use of Information Transmitted:**

- 7.01 The parties acknowledge that the information addressed by this ISA is necessary for the establishment and maintenance of a list of electors residing within the boundaries of the Municipality.
- 7.02 Information in either parties' possession relating to the list of electors may be transmitted between the parties for their mutual benefit in the preparation for electoral events, referenda or plebiscites.
- 7.03 Each party hereby agrees to transmit to the other the list of electors in its possession in accordance with the conditions hereinafter set forth. The parties hereby agree to adhere to the said conditions and shall abide by the said conditions throughout the period during which this ISA remains in effect.
- 7.04 This ISA may not, in any event or in any circumstances, be interpreted as permitting one party or the other to identify an individual for purposes other than those set out therein.

- 7.05 The parties hereby agree that it is a condition of this ISA that the information transmitted from one party to another pursuant to this ISA shall only be used for the purposes of revision, correction, or compilation of a Permanent List of Electors for use with respect to electoral events, referenda or plebiscites held in accordance with provincial law and within the limits prescribed by the *Elections Act, 1991*, the *Municipal Elections Act*, and the *Access to Information and Protection of Privacy Act 2015*.
- 7.06 In addition to the purposes set out in subsections 7.05, the parties may, within the limits prescribed by the *Elections Act, 1991*, the *Municipal Elections Act*, and sections 64 and 69 of the *Access to Information and Protection of Privacy Act 2015*, and in accordance with this ISA, distribute to candidates for electoral events the list of electors established using the information transmitted under this ISA.
- 7.07 The parties shall not contact the persons identified in the information transmitted except when the communication is pertaining to the administration of electoral events, referenda or plebiscites and is permitted in accordance with the *Elections Act, 1991*, the *Municipal Elections Act*, or the *Access to Information and Protection of Privacy Act 2015*.
- 8.0 Information to be Transmitted:**
- 8.01 The parties shall transmit to each other, in accordance with a schedule agreed upon by the parties, the minimum amount of information which may be necessary for the purpose of establishing, maintaining, and updating a list of electors within the Municipality which shall be used for the purposes of electoral events, referenda, or plebiscites.
- 8.02 In accordance with subsection 8.01, the parties may transmit to each other the following information concerning electors residing in the Municipality:
- (a) surname and given name(s);
  - (b) elector identification number;
  - (c) gender;
  - (d) civic address;
  - (e) mailing address;
  - (f) date of birth; and
  - (g) other information which may be agreed between the parties as being necessary for the purposes of electoral events, referenda or plebiscites.
- 8.03 Notwithstanding subsection 8.02, one party shall not transmit to the other certain information regarding the list of electors if a particular elector has requested, in writing, that his or her name be removed from the list of electors.
- 9.0 Information Transmission Methods and Procedure:**
- 9.01 The information transmitted pursuant to this ISA shall be transmitted in an appropriate format to be agreed upon by the parties.

- 9.02 Each party shall keep a record of the information exchanges made and shall, at a minimum, indicate therein:
- (a) the description of the list of electors information which was transmitted;
  - (b) the date of each transmission of list of electors information; and
  - (c) the names, titles, functions and addresses of both the sender and recipient of the information.
- 9.03 Each transmission of information carried out under the terms of this ISA shall be accompanied by an Acknowledgement of Receipt of Sensitive Information and Property, which is reproduced as Schedule "A" to this ISA, and which is deemed to be an integral part of the information transmitted.
- 9.04 Each transmission of information on physical media such as paper or physical data storage device shall be made by reliable methods and by reliable carrier and shall meet the following requirements:
- (a) the sender shall use two envelopes for the same shipment; an outer envelope bearing the address of the recipient, and an inner envelope containing the provincial list of electors information;
  - (b) the sender shall mark "Protected" on the inner envelope;
  - (c) the sender shall seal the inner envelope;
  - (d) before opening the inner envelope, the recipient shall ensure that it is intact and shows no sign of tampering;
  - (e) immediately upon receipt, the recipient shall fill out, sign and return to sender without delay the Sensitive Information and Assets Receipt Notification, Schedule "A" of this ISA;
  - (f) electronic storage media shall be examined to determine that it is virus free by the transmitting party before being sent.
- 9.05 Information transmitted on electronic storage media shall be encrypted and password protected. Upon receipt of the media, a person whose name is listed in subsection 9.08 and subsection 9.09 shall contact the sending party's representative to obtain the password required to open the file containing the elector information which has been received.
- 9.06 Any shipment of lists of elector's information shall be addressed in accordance with addressing instructions that the parties may exchange from time to time.

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9.07 Transmittal of information through a digital medium shall ensure that access points to the digital medium are secure and that files being transmitted are encrypted and password protected. Upon successful transfer of the information, a person whose name is listed in subsection 9.08 and subsection 9.09 shall contact the originating party's representative to obtain the password required to open the file containing the elector information which has been transferred.

9.08 The persons authorized to send and receive the list of electors information on behalf of Elections Newfoundland and Labrador are:

1. Chris Foley  
Manager Voter Registry  
Elections Newfoundland and Labrador  
39 Hallett Crescent  
St. John's, NL  
A1B 4C4  
1-877-729-7987  
Fax: 729-0679  
[chrisfoley@gov.nl.ca](mailto:chrisfoley@gov.nl.ca)
2. Travis Wooley  
Assistant CEO/Director of Election Finance  
Elections Newfoundland and Labrador  
39 Hallett Crescent  
St. John's, NL  
A1B 4C4  
1-877-729-7987  
Fax: 729-0679  
[TravisWooley@gov.nl.ca](mailto:TravisWooley@gov.nl.ca)

or such other persons as Elections Newfoundland and Labrador may identify in writing to the Municipality from time to time.

9.09 The person authorized to send and receive the list of electors information on behalf of the Municipality is:

1. Marina Redmond, City Clerk  
City of Corner Brook  
5 Park Street  
PO Box 1080  
Corner Brook, NL A2H 6E1  
Ph. (709) 637-1534  
Fax. (709) 637-1543  
E-Mail: [mredmond@cornerbrook.com](mailto:mredmond@cornerbrook.com)

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2. Jessica Smith, City Legislative Assistant  
 City of Corner Brook  
 5 Park Street  
 PO Box 1080  
 Corner Brook, NL A2H 6E1  
 Ph. (709) 637-1534  
 Fax. (709) 637-1543  
 E-Mail:

or such other persons as the Municipality may identify in writing to Elections Newfoundland and Labrador from time to time.

#### **10.0 Conflict Resolution and Amendments:**

- 10.01 The parties agree that in the event of a disagreement arising from the interpretation or performance of this ISA each party will use its best efforts to try to resolve the matter through consultation and discussion. Should the parties be unable to reach an agreement following consultation and discussion, each Party reserves its right to make application to the Supreme Court of Newfoundland and Labrador to resolve any and all disputes arising from the ISA.
- 10.02 Should any provision of this ISA be declared unlawful, null or invalid by a court of competent jurisdiction, the remainder of the ISA remains in force and effect.
- 10.03 No amendment shall be made to this ISA without the written consent of the parties. Should the parties agree to amend this ISA, the parties shall do so by means of a written agreement between them which shall be supplemental to this ISA and shall form part of this ISA.
- 10.04 Any amendment to this ISA will not prejudice future ISA's.

#### **11.0 Communications and Notices:**

- 11.01 The parties agree that all communication and notices exchanged between the parties shall be addressed to such individuals as the parties shall specify in writing.

#### **12.0 Warranties:**

- 12.01 The information transmitted by Elections Newfoundland and Labrador to the Municipality under this ISA shall be a true copy of information recorded with Elections Newfoundland and Labrador. The information transmitted by the Municipality to Elections Newfoundland and Labrador under this ISA shall be a true copy of the information recorded with the Municipality. The parties agree that they shall not be held responsible or be liable to each other for any loss or damage arising from the transmission or use of information which may be found to be inaccurate, incorrect or incomplete.

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12.02 Neither party makes any warranty, express or implied, with respect to the accuracy, correctness or completeness of information which may be transmitted under this ISA.

12.03 The parties mutually agree to exchange without delay any information relating to any situation, real or apprehended, which may affect the application of this ISA in any way.

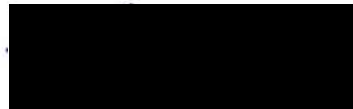
In Witness Whereof the parties have affixed their signatures as follows:

Signed in Province of Newfoundland & Labrador



Witness

May 28-21  
Date



Bruce Chaulk  
Chief Electoral Officer of  
Newfoundland & Labrador

May 28-2021  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City / Town Clerk  
City of Corner Brook

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# Request for Decision (RFD)

**Subject:** Request to Lease City Land Adjacent to 42 Petries Street

**To:** Dale Park  
**Meeting:** Committee of the Whole - 14 Jun 2021  
**Department:** Finance and Administration  
**Staff Contact:** Brandon Duffy, Land Management Supervisor  
**Topic Overview:** To execute a lease agreement with the owner of 42 Petries Street  
**Attachments:** [Petries Street - Lease](#)  
[42 Petries Lease](#)

## BACKGROUND INFORMATION:

Land Management was approached by the owner of 42 Petries Street to lease City land located adjacent to their property. They also requested to modify the grade of the land to make it level with their property. The purpose of this lease will be for parking and has an approximately area of 335m (3,606ft<sup>2</sup>) with 12.7m (41.7ft) frontage. If approved parking will be limited to residential vehicles only and any modifications to the grade of the land will have to be approved by the City's Engineering department to ensure no encroachments are made on City infrastructure. Currently the land is vacant and already has an approved lease located adjacent to the proposed one.

## PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 42 Petries Street for City land on Petries Street.

## FINANCIAL IMPACT:

If approved, the City will receive additional tax revenue from the lease.

## GOVERNANCE IMPLICATIONS:

Policy  
 Other  
 City of Corner Brook Policy  
 07-08-05 & 07-08-08

**Legal Review:** No

## RECOMMENDATION:

Staff recommends Council approve the lease of City land to the owner of 42 Petries Street.

## ALTERNATIVE IMPLICATIONS:

1. Approve the lease

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



---

City Manager

**THIS LEASE** made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2021

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

of the One Part

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

of the Other Part

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

**PREMISES LEASED**

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

**TENANCY**

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

**TERM**

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenants the Land for the term of five (5) years, commencing the \_\_\_\_ day of \_\_\_\_\_ 2021, for the rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

**RENT**

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

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**USE**

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

**PAYMENT OF TAXES**

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

**CONDITION**

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

**GENERAL COVENANTS**

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

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#### **TENANT'S IMPROVEMENTS**

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

#### **INSURANCE**

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

#### **COMPLIANCE WITH REGULATIONS**

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

#### **ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES**

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

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#### **ACCESS BY LANDLORD**

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

#### **EASEMENTS/UTILITIES**

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

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

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

#### **MAINTENANCE AND REPAIR**

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

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thereof beyond the repair and condition at the commencement of this Lease and the Tenants agrees to keep the Demised Area in a clean and orderly condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Landlord;

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

#### **NUISANCE**

16.

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

#### **INDEMNIFICATION**

17.

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

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#### **NON-WAIVER**

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

#### **LANDLORD MAY PERFORM TENANT'S OBLIGATIONS**

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

#### **EFFECT OF LEASE**

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

#### **REMEDIES GENERALLY**

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

#### **HEADINGS**

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

#### **NOTICES**

- 23.



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

**City of Corner Brook**

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

Telecopier Number: (709) 637-1625

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

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

**Resident**

42 Petries Street  
Corner Brook, NL  
A2H 3L4

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

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

**GOVERNING LAW**

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

**END OF LEASE**

25.

- a. The term of the lease shall be a period of five (5) years commencing on \_\_\_\_\_, 2021 and terminating on \_\_\_\_\_, 2026 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenants shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

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

**PROVISION SEPARATELY VALID**

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

**UTILITIES**

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

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**INTEREST CHARGES**

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

**LEGAL COSTS**

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

**ENTIRE AGREEMENT**

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

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

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

**THE CITY OF CORNER BROOK**

\_\_\_\_\_  
Notary Public/Commissioner for  
Oaths/Barrister/Solicitor

\_\_\_\_\_  
City Manager/City Clerk

\_\_\_\_\_  
Notary Public/Commissioner for  
Oaths/Barrister/Solicitor

\_\_\_\_\_  
Mayor/Deputy Mayor

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**SIGNED** by the Tenants in  
the presence of:

\_\_\_\_\_  
Notary Public/Commissioner for  
Oaths/Barrister/Solicitor

\_\_\_\_\_  
Resident

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SCHEDULE "B"

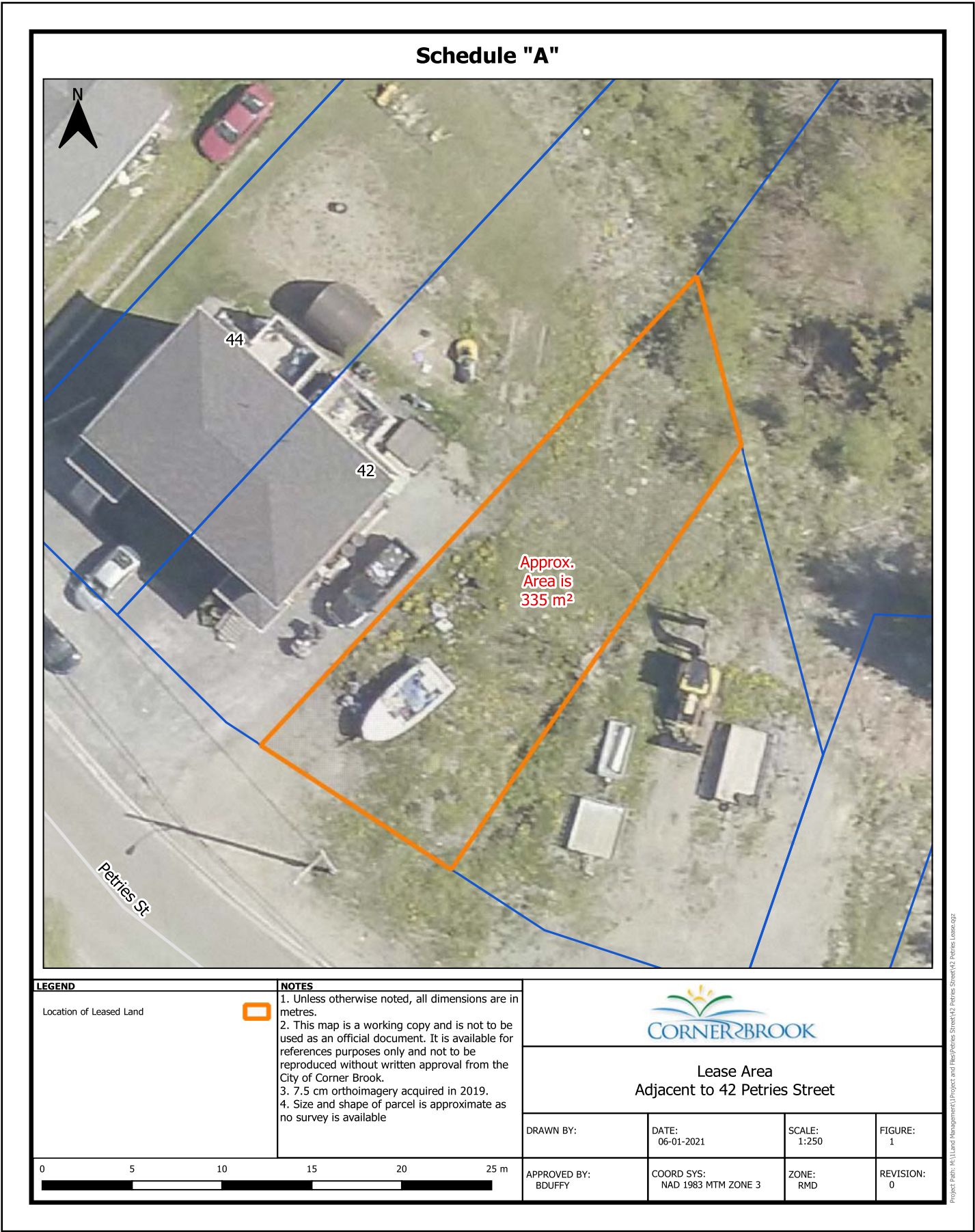
**NOTICE TO QUIT**

The City of Corner Brook (CCB) hereby gives notice to the resident to quit occupation of the Property located on Petries Street in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with clause(s) \_\_\_\_ of the Agreement between CCB and the resident dated \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Signed on behalf of CCB by:

\_\_\_\_\_  
City Manager-City of Corner Brook





# Request for Decision (RFD)

**Subject:** Request to Lease City land on Golden Glow Avenue

**To:** Dale Park  
**Meeting:** Committee of the Whole - 14 Jun 2021  
**Department:** Finance and Administration  
**Staff Contact:** Brandon Duffy, Land Management Supervisor  
**Topic Overview:** To execute a Lease agreement with the resident of 33A Golden Glow Avenue  
**Attachments:** [Golden Glow Ave - Lease](#)  
[Golden Glow Lease Area 2](#)

## BACKGROUND INFORMATION:

Land Management was approached by a resident of 33A Golden Glow Avenue who requested to lease City land located on Golden Glow Avenue. They also requested to modify the grade of the land to make an more suitable area. The purpose of this lease will be for parking and the land has an approximately area of 37.2m<sup>2</sup> (400ft<sup>2</sup>) with 6.1m (20ft) frontage. If approved, parking will be limited to residential vehicles only and any fill removed or placed must not interfere with the neighbouring properties. Currently theres already an approved parking lease located adjacent to the proposed one.

## PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the resident of 33A Golden Glow Avenue for City land on Golden Glow Avenue.

## FINANCIAL IMPACT:

The City receives additional tax revenue from the lease

## GOVERNANCE IMPLICATIONS:

Policy  
 Other  
 City of Corner Brook Policy  
 07-08-05 & 07-08-08

**Legal Review:** No

## RECOMMENDATION:

Staff recommends Council approve the lease of City land to the resident of 33A Golden Glow Avenue

## ALTERNATIVE IMPLICATIONS:

1. Approve the lease

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



---

City Manager



**THIS LEASE** made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2021

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

of the One Part

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

of the Other Part

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

**PREMISES LEASED**

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

**TENANCY**

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

**TERM**

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenants the Land for the term of five (5) years, commencing the \_\_\_\_ day of \_\_\_\_\_ 2021, for the rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

**RENT**

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

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**USE**

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

**PAYMENT OF TAXES**

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

**CONDITION**

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

**GENERAL COVENANTS**

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

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#### **TENANT'S IMPROVEMENTS**

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

#### **INSURANCE**

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

#### **COMPLIANCE WITH REGULATIONS**

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

#### **ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES**

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

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**ACCESS BY LANDLORD**

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

**EASEMENTS/UTILITIES**

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

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

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

**MAINTENANCE AND REPAIR**

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

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thereof beyond the repair and condition at the commencement of this Lease and the Tenants agrees to keep the Demised Area in a clean and orderly condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Landlord;

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

#### **NUISANCE**

16.

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

#### **INDEMNIFICATION**

17.

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

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#### **NON-WAIVER**

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

#### **LANDLORD MAY PERFORM TENANT'S OBLIGATIONS**

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

#### **EFFECT OF LEASE**

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

#### **REMEDIES GENERALLY**

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

#### **HEADINGS**

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

#### **NOTICES**

- 23.

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

**City of Corner Brook**

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

Telecopier Number: (709) 637-1625

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

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

**Resident**

33A Golden Glow Avenue  
Corner Brook, NL  
A2H 6M5

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

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

**GOVERNING LAW**

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

**END OF LEASE**

25.

- a. The term of the lease shall be a period of five (5) years commencing on \_\_\_\_\_, 2021 and terminating on \_\_\_\_\_, 2026 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenants shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

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

**PROVISION SEPARATELY VALID**

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

**UTILITIES**

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



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**INTEREST CHARGES**

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

**LEGAL COSTS**

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

**ENTIRE AGREEMENT**

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

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

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

**THE CITY OF CORNER BROOK**

\_\_\_\_\_  
Notary Public/Commissioner for  
Oaths/Barrister/Solicitor

\_\_\_\_\_  
City Manager/City Clerk

\_\_\_\_\_  
Notary Public/Commissioner for  
Oaths/Barrister/Solicitor

\_\_\_\_\_  
Mayor/Deputy Mayor

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**SIGNED** by the Tenants in  
the presence of:

\_\_\_\_\_  
Notary Public/Commissioner for  
Oaths/Barrister/Solicitor

\_\_\_\_\_  
Resident

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SCHEDULE "B"

**NOTICE TO QUIT**

The City of Corner Brook (CCB) hereby gives notice to the resident to quit occupation of the Property located on Golden Glow Avenue in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with clause(s) \_\_\_\_ of the Agreement between CCB and the resident dated \_\_\_\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signed on behalf of CCB by:

\_\_\_\_\_  
City Manager-City of Corner Brook

