



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 **Monday, August 9, 2021 at 12:00 noon, Council Chambers.**

CITY CLERK

Page

1	CALL MEETING TO ORDER
2	APPROVALS
	2.1 Approval of Agenda
3 - 4	2.2 Approval of Minutes - Committee of the Whole Meeting - 12 July 2021
3	BUSINESS ARISING FROM MINUTES
	3.1 Business Arising From Minutes
4	PUBLIC SAFETY REPORT
5 - 7	4.1 Protective Services Statistics for month of July 2021
5	PUBLIC WORKS REPORT
9 - 11	5.1 Western Sno-Riders Trail Upgrade
6	DEVELOPMENT & PLANNING UPDATE
13 - 14	6.1 Development and Planning Committee Updates
15 - 19	6.2 Discretionary Use - 119 Humber Road/ Proposed Convenience Store
7	COMMUNITY SERVICES DIVISION REPORT
21 - 22	7.1 Community Services Project Update
8	FINANCE & ADMINISTRATION
23 - 31	8.1 Procurement Policy
33 - 107	8.2 2021 Tax Sale Auction

Page	
109 - 112	8.3 Taxes & AR Write Off
9	CAPITAL PROJECTS REPORT
113 - 114	9.1 Capital Project Updates
10	AGREEMENTS
115 - 122	10.1 Confederation/West Valley Roundabout Change Order 1
11	In Camera Items (If Required)
	11.1 In Camera Items (If Required)
12	ADJOURNMENT

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

PRESENT:		
Mayor	J. Parsons	R. Cumby, City Manager
Councillors:	T. Buckle J. Carey L. Chaisson V. Granter B. Staeben	D. Park, Director of Finance & Administration T. Flynn, Director of Protective Services M. Redmond, City Clerk
Absent with Regrets: Deputy Mayor B. Griffin, D. Charters, Director of CEDP and D. Burden, Director of PWWW		

The meeting was called to order at 12 noon.

COW21-106 Approval of Agenda

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

COW21-107 Approval of Minutes - [June 14, 2021]

On motion by Councillor B. Staeben, seconded by Councillor L. Chaisson, it is RESOLVED to approve the Minutes of the Committee of the Whole Meeting of 14 June 2021 as presented. **MOTION CARRIED.**

COW21-108 Business Arising From Minutes

No items were brought forward.

COW21-109 Development & Planning Update

Councillor L. Chaisson presented the monthly activity report from the Development and Planning Division. A number of major projects are ongoing and some nearing completion. She also reminded the public that consultation is ongoing on the new municipal plan and encouraged residents to provide feedback.

COW21-110 Protective Services Report - June 2021.

Councillor Granter presented the Protective Services monthly activity report for June 2021.

COW21-111 Community Services Department Summer 2021 Projects

Councillor T. Buckle presented the monthly activity report of the Community Service Division. He highlighted some upcoming festivals planned for late summer including:

- Gros Morne Summer Music Production - August 1-14
- Outdoor Market- August 7
- Outdoor Art and Adventure Festival- September 18

COW21-112 Basecamp Corner Brook Launched July 12, 2021.

Councillor T. Buckle announced that the City in partnership with local accommodations has launched a new initiative - "Base Camp Corner Brook". The aim of the initiative is to encourage tourist visits to the City. The initiative is offering a \$50.00 rebate towards qualifying 3-night stays at participating accommodations

COW21-113 Steady Entertainment Agreement - Festival Sponsor

Councillor T. Buckle commented that Steady Entertainment has submitted a proposal to host a festival in Corner Brook. Staff will be reviewing the proposal. **MOTION CARRIED.**

COW21-114 Civic Centre and Recreation Update

Councillor T. Buckle presented the monthly activity report from the Civic Center/Recreation Division.

COW21-115 Capital Projects Update

Councillor V. Granter presented an update on ongoing capital project ongoing in the City.

COW21-116 Accessibility and Inclusiveness Committee Update

Councillor L. Chaisson reported that the Accessibility and Inclusiveness Committee met on 22 June 2021. Item discussed included the Transit Study, and some of the challenges persons with disabilities face, particularly in the downtown area including accessing establishments. The Committee also identified the need for improved traffic aids at intersections and crosswalks to ensure safety of pedestrians.

COW21-117 Municipal Election Act Regulations - Vote By Mail Regulations

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle it is RESOLVED to approve amendments to the Vote By Mail Regulations as presented.

ADJOURNMENT: The meeting adjourned at 12:45 p.m.

City Clerk

Mayor



Information Report (IR)

Subject: Protective Services Statistics for month of July 2021

To: Rodney Cumby

Meeting: Committee of the Whole - 09 Aug 2021

Department: Protective Services

Staff Contact: Todd Flynn, Director of Protective Services

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

BACKGROUND INFORMATION:

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

1. Our Municipal Enforcement Officers received 90 calls for services is as follows:

- **By-law Enforcement:**

- 9 - Untidy property;
- 8 – Garbage without nets ;
- 2– Rodent
- 2 – illegal dumping
- Various other routine complaints.

- **Taxi Regulation:**

- 3 - Taxi Driver Conduct complaints ;
- 1 - Taxi Vehicle Permits issued.

- **Animal Control:**

38 Calls for Service were received that included:

- 17 - Roaming Animals;
- 11 - Injured/Dead Animals;
- 3 - Violations issued.

- **Parking Enforcement:**

169 Parking related violations were issued that included:

- 139 - Expired Meters;
- 3 – Accessible Parking
- Various other parking violations (Loading Zone, Wrong Direction, Unattended Vehicle, etc..)

- **ATV Permits:**

Total of 320 permits have been issued to date.

2. The Corner Brook Fire Department received 33 calls for service that included:

- 8 - commercial fire alarms;
- 6 – residential smoke alarms;
- 3 –garbage fires;
- 1 – utility pole fire;
- 2 – structure fire residential (Curling St. – apartment fire, Rosedale St. – shed fire);
- 8 – traffic collisions (6 of which incurred injuries);
- 1 - non-emergency (ambulance medical lift assists);
- 2 – vehicle fires;
- 2 – water rescues (Humber River - 4 people brought to shore, Brakes Cove –overturned canoe, 2 persons swam to shore before Cbfd arrival)

The Fire Prevention Inspector conducted: (information unavailable for June)

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

3. The total volume of calls received by the Corner Brook PSAP for July was 6271. The calls are broken out as follows:

Primary Agency	Number of Transferred Calls
Police	1,159
Ambulance	1,472
Fire	190
Coast Guard	1
Crisis	5
Forestry	2
MRSC	1
Natural Resources	3
NL Power/Hydro	2
Parks Canada	1
Poison Control	3
RoCP	16
Total	2,855

The volume of Non-transferred calls: **3416 (hang-ups, wrong numbers, misdials, etc.)**

City Manager



Request for Decision (RFD)

Subject: Western Sno-Riders Trail Upgrade

To: Rodney Cumby

Meeting: Committee of the Whole - 09 Aug 2021

Department: Public Works

Staff Contact: Donald Burden, Director of Public Works, Water & Wastewater

Topic Overview: The section of trail from Lundrigan Drive to T'Railway requires additional upgrade. This section of trail is required to connect Lundrigan Drive (Green Tank) to the T'Railway for use by both snowmobiles and ATV's.

Attachments: [Trail](#)

BACKGROUND INFORMATION:

The City of Corner Brook has been approached by the Western Sno-Riders requesting funding to upgrade the section of trail from Lundrigan Drive to the T'Railway. This approximately 11 km section of trail needs to be upgraded to accommodate the connection from Lundrigan Drive (Green Tank) to the T'Railway for use by both snowmobiles and ATV's.

The funding request to the City for this project is \$12,000. The Newfoundland and Labrador Snowmobile Federation, Western Sno-Riders, and the City of Corner Brook has each committed \$6,000 to the project in the past because we all believed the upgraded section of trail would greatly enhance the viability of the trail for all users. Considerable work has been done on this section of trail, however, with the increased traffic over the past couple of years, further work has been identified to make the route more viable to Atver's.

This trail upgrade is important to the success of snowmobile and ATV tourism in the City of Corner Brook. Currently the section of trail in question is very rough and very difficult to navigate, preventing many ATVer's from accessing the west side of the City and the businesses in the Lundrigan Drive area.

PROPOSED RESOLUTION:

Be it **RESOLVED** that Corner Brook City Council provide the Western Sno-Riders additional funding to upgrade the section of ATV/snowmobile trail from Lundrigan Drive to the T'Railway in the amount of \$12,000.00.

Legal Review: No

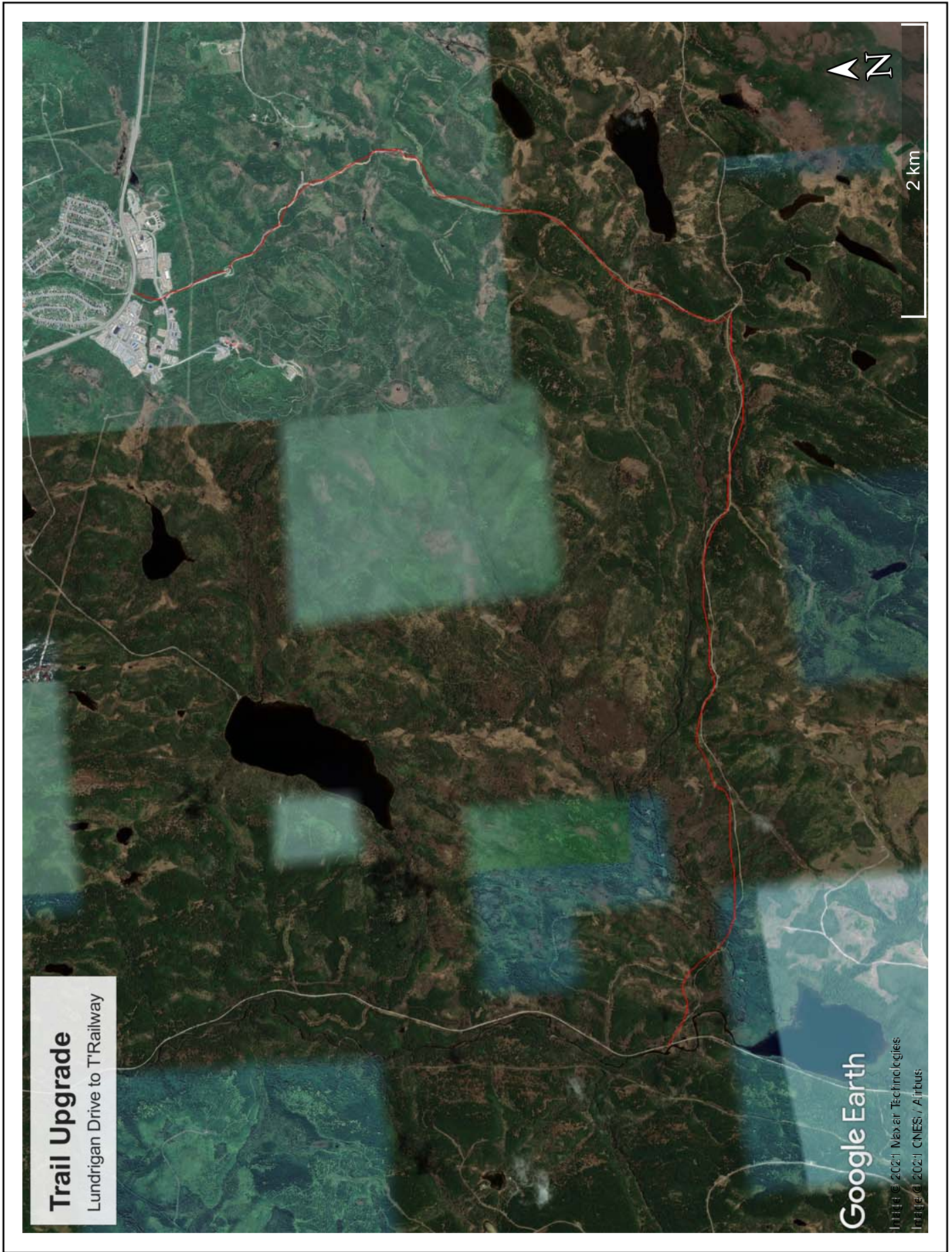
RECOMMENDATION:

It is the recommendation of staff that Corner Brook City Council provide the Western Sno-Riders additional funding to upgrade the section of ATV/snowmobile trail from Lundrigan Drive to the T'Railway in the amount of \$12,000.00.

Director of Public Works, Water &
Wastewater
Executive Assistant

Approved - 05 Aug 2021
Approved - 05 Aug 2021

City Manager





Information Report (IR)

Subject: Development and Planning Committee Updates

To: Rodney Cumby

Meeting: Committee of the Whole - 09 Aug 2021

Department: Development and Planning

Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning

Topic Overview: There are many projects currently underway in the City and this is an update on some of the projects that may be of interest to Council and the public.

BACKGROUND INFORMATION:

IMSP and Development Regulations Update Project

The project is now well underway with a focus on the consultation component of the project. The team is now in the process of compiling all of the information they heard from the public, Council, staff and stakeholder groups that participated in the consultation sessions. For further information on the project please visit: www.cornerbrookplan.ca

CB Acute Care Hospital (Healthcare Crescent)

The project is progressing on schedule and is expected to be complete in 2024.

Research & Innovation Hub (The old HR Building at 1 Mill Road)

Full building permits have been issued and construction is ongoing.

New Subway Building: (Union Street)

A permit for a retaining wall was recently issued and construction is ongoing.

SPCA Building: (Lundrigan Drive)

The final permit has been issued for the building

Director of Community, Engineering, Development & Planning Approved - 04 Aug 2021

Executive Assistant Approved - 05 Aug 2021

City Manager



Request for Decision (RFD)

Subject: 119 Humber Road/ Proposed Convenience Store

To: Deon Rumbolt
Meeting: Committee of the Whole - 09 Aug 2021
Department: Development and Planning
Staff Contact: Darryl Skinner, Development Skinner
Topic Overview: The City of Corner Brook has received an application to operate a Convenience Store from the property located at 119 Humber Road, Corner Brook, NL. The building is located in the Residential Medium Density Zone where the proposed use, (Convenience Store) is considered a “Discretionary Use” of the City of Corner Brook’s Development Regulations.
Attachments: [Attachement #3](#)
[119 Humber Road \(memo\)](#)
[Attachement #2](#)

BACKGROUND INFORMATION:

The application was advertised to the public using the Western Star and City of Corner Brook’s Website on July 28, 2021. The City did receive one submission opposing the application. The opposition was from the owner of an existing convenience store in the area and felt a second store would have a negative effect of one or both of the stores in the area.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook that Council in its Authority approve the application for the proposed Convenience Store at 119 Humber Road, Corner Brook, NL.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 Other
 City of Corner Brook's Development Regulations
 Section 128

RECOMMENDATION:

After reviewing the proposed application and the public comment staff does not feel that the proposed Convenience Store at 119 Humber Road will have a negative impact on the neighborhood. Therefore it is recommended that Council approve the application for the proposed use, “Convenience Store ” at 119 Humber Road, Corner Brook, NL.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approved the application for the proposed Convenience Store at 119 Humber Road as recommended.
2. That the Council of the City of Corner Brook not approved the application for the proposed Convenience Store at 119 Humber Road.
3. That the Council of the City of Corner Brook to give other direction to Staff.

	Approved - 05 Aug 2021
Director of Community, Engineering, Development & Planning	Approved - 06 Aug 2021
Executive Assistant	Approved - 06 Aug 2021

City Manager

119 Humber Road



Community Services Department

Memo

To: Deon Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: August 3, 2021


Re: Discretionary Use (Convenience Store) / 119 Humber Road

The City of Corner Brook has received an application to operate a Convenience Store from the property located at 119 Humber Road, Corner Brook, NL. The building is located in the Residential Medium Density Zone where the proposed use, (Convenience Store) is considered a **“Discretionary Use”** of the City of Corner Brook’s Development Regulations.

The application was advertised to the public using the Western Star and City of Corner Brook’s Website on July 28, 2021. The City did receive one submission opposing the application. The opposition was from the owner of an existing convenience store in the area and felt a second store would have a negative effect of one or both of the stores in the area.

After reviewing the proposed application and the public comment staff does not feel a convenience store at this location would have a negative impact on the neighborhood. Therefore it is recommended that Council approve the application for the proposed use, “Convenience Store” at 19 Humber Road, Corner Brook, NL.

Sincerely,


Darryl Skinner
Development Inspector III

Attachments: 1. Attachment #1 (RFD)
2. Attachment #2 (E-mail of opposition)
3. Attachment #3 (Photo of building)

119 Humber Road

Proposed Convenience Store

Skinner, Darryl

From: Development &. Planning
Sent: August 3, 2021 12:26 PM
To: Skinner, Darryl
Subject: FW: Convenience store application for 119 Humber Road

Follow Up Flag: Follow up
Flag Status: Flagged

-----Original Message-----

From:
Sent: July 29, 2021 11:22 AM
To: Development &. Planning <planning@cornerbrook.com>
Subject: Convenience store application for 119 Humber Road

Hi,

Mr. Wilsons Convenience located at 68 Humber Road. I would like to submit an objection to the application. To allow another Convenience Store in such close proximity to my store. I previously operated 2 stores in the Humbermouth area. The other was located at 52 Clarence St. approximately the same distance away as the proposed location. We closed our second store due to declining sales across both locations. By combining our efforts into 1 location, we were able to improve our financial viability. I do not believe the area can sustain 2 convenience stores and I fear that the financial viability of one or both locations will become compromised.

I respectfully ask that you fully evaluate the need to allow a second store to exist in such close proximity to an existing business that has served the neighborhood under my family's management for over 20 years.

Thank you,

Sent from my iPhone

DISCLAIMER: The Information contained in this transmission and any attachments may contain privileged and confidential information and may be legally privileged. It is intended only for the use of the person (s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication is strictly prohibited. Views or opinions expressed in this e-mail message are those of the author only.

DISCLAIMER: The Information contained in this transmission and any attachments may contain privileged and confidential information and may be legally privileged. It is intended only for the use of the person (s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication is strictly prohibited. Views or opinions expressed in this e-mail message are those of the author only.



Information Report (IR)

Subject: Community Services Project Update

To: Rodney Cumby

Meeting: Committee of the Whole - 09 Aug 2021

Department: Community Services

Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning

Topic Overview: There are many things happening in the Community Services world and here is a taste of what is going on in the City.

BACKGROUND INFORMATION:

Trails

Staff continue to work with funding partners and local groups to further develop the trail networks in and around the City.

Mountain Bike Atlantic (MBA) are visiting the City to assess the state of readiness of our trail system in the area. Once complete, we are hoping that MBA will send their promotional team to the island to take photos and videos of the local trails which will be a huge step to promote the area to mountain bikers.

Mill Whistler

The train has been very busy lately and has proven to be a very popular attraction for residents and visitors of all ages.

The train even has its own Twitter account so make sure to follow @CB_MillWhistler for information and updates.

Also, if anyone is interested in advertising their business on the train, please contact Ray Brake at rbrake@digitaladvertisingsolutions.ca or 709-640-7783.

Gros Morne Summer Music

The City of Corner Brook, Gros Morne Summer Music and the Graham Academy are proud to present Barley Legge and the Logger's Dream – A musical walk through the Corner Brook Stream Trail (August 1st to 14th). For more information please go to www.gmsm.ca/festival2021

Base Camp Promo

This is a reminder that the City of Corner Brook has partnered with local hotels to promote the City by offering a \$50 rebate for your hotel stay if you stay 3 nights in our beautiful City. Promotion runs through until August 15th.

To learn more please visit www.cornerbrook.com/basecamp

Griffin Drive Artwork Project

Work is now underway to improve the site (trail parking lot) in preparation for the art exhibit by Indigenous Artists Marcus Gosse and Jordan Bennett. The work will be completed and the art piece will be unveiled by mid-August.

Composters

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

Transit Study and System Design

The study is now essentially complete and staff will be bringing forward the report and recommendations to Council this month.

Another Beautification Project

The City is partnering with local artists to add art to 12 traffic controller boxes throughout the City and to the splash pad pump house at Margaret Bowater Park. Artists will submit designs for approval and it is expected that the project will be completed by Labour Day.

Director of Community, Engineering, Development & Planning Approved - 04 Aug 2021

Executive Assistant Approved - 05 Aug 2021

City Manager



Request for Decision (RFD)

Subject: Procurement Policy

To: Rodney Cumby
Meeting: Committee of the Whole - 09 Aug 2021
Department: Finance and Administration
Staff Contact: Dale Park, Director of Finance & Administration
Topic Overview:
Attachments: [Purchasing Policy Draft](#)

BACKGROUND INFORMATION:

The City had a Procurement audit completed in spring of 2021. One of the items noted in the audit was that the City did not have a formal Procurement Policy. The attached policy has been developed based on the Public Procurement Act, Public Procurement Regulations, and the Procurement policy of the Public Procurement Agency. While this is a new policy, the City was already completing many of the items that are identified in the policy. This document formalizes manner of the practices that were already being followed.

PROPOSED RESOLUTION:

It is RESOLVED that the City of Corner Brook approve the Procurement Policy as attached.

GOVERNANCE IMPLICATIONS:

Legislation
 Public Procurement Act

Director of Finance & Administration	Approved - 04 Aug 2021
Executive Assistant	Approved - 05 Aug 2021

City Manager



CITY OF CORNER BROOK

Policy Statement

Index	Procurement and Disposal		Section	Procurement		
Title	Purchasing Policy		Policy Number	07-01-04	Authority	
Approval Date		Effective Date			Revision Date	

Background:

As a publicly funded institution, the City of Corner Brook has a duty and legislative requirement to ensure that purchases are made in a responsible manner. The City is required to adhere to the *Public Procurement Act*, as well as the *City of Corner Brook Act*. The *Public Procurement Act*, and the *Public Procurement Regulations* will supersede this policy in case of any conflict.

Purpose:

The City encourages an open and competitive bidding process for the acquisition of goods and services, and the equitable treatment of all vendors.

The purpose of this policy is to ensure that goods and services are acquired by the City of Corner Brook in an efficient and cost effective manner, while maintaining the controls necessary for a public body, in accordance with Provincial and Federal legislation.

Definitions:

“City” – Means the City of Corner Brook

“Council” – Refers to the elected City Council of the City of Corner Brook. The Council’s powers and responsibilities originate in the *City of Corner Brook Act*.

“City Manager” – Refers to the City Manager of the City of Corner Brook

“Emergency” - A situation, or the threat of an impending situation, which may affect the environment, the life, safety, health and/or welfare of the general public, or the property of the City or the residents of the City, or to prevent serious damage, disruption of work, or to restore or to maintain essential service to a minimum level.

“Public Work” – The construction, re-construction, extension, enlargement, repair, maintenance, improvement and demolition of real property, including improvements to leased property.

“Real Property” – Land, buildings, structures, improvements and fixtures erected or placed upon, in, over or under land or affixed to land, and includes an interest in any of them.

“Services” – Includes but is not limited to:

- a) All services incidental to the supply of goods including the provision of transportation of all kinds,
- b) Printing and reproduction services,
- c) Accounting, land survey and voice telephone services,
- d) Engineering services,
- e) Architectural services,
- f) Banking services not captured under professional services,
- g) Insurance services,
- h) Services that require the giving of an opinion, creativity, the preparation of a design, or technical expertise except those services defined under professional services,
- i) All other services not considered to be professional services.

“Professional Services” – Legal services and financial services relating to the provision of credit and instruments of monetary policy.

“Open call for bids” - A publicly advertised invitation to suppliers to submit a bid.

“Limited call for Bids” – An invitation to specific suppliers to submit a bid

Policy Statement:

GUIDELINES AND PROCEDURES:

1.0 SCOPE

This Policy applies to all City employees delegated with purchasing authority.

2.0 APPROVAL AUTHORITY

In accordance with the City of Corner Brook Act, Section 64, the City Manager may make or authorize the making of expenditures for the purchase of equipment, supplies, work or other thing required for the carrying on of the business of Council, and the City Manager may enter into contracts for those purchases on behalf of Council.

All purchases shall be approved prior to the purchase being made.

Any person delegated approval authority pursuant to this policy shall ensure that an approved budget exists for the proposed procurement.

The following body and persons shall have the respective Approval Authority as set out below. All limits are exclusive of HST:

- a) Supervisors – are authorized to approve procurements of a value up to \$10,000 within their respective departmental budgets.
- b) Managers – may approve procurements of a value up to \$50,000, where there are sufficient funds allocated in the approved budget.
- c) Directors – may approve procurements of a value up to \$105,700, where there are sufficient funds allocated in the approved budget;

- d) City Manager - may approve procurements of a value up to \$105,700, where there are sufficient funds allocated in the approved budget; change orders of up to \$20,000 that are within budget, and change order up to \$5,000 that are outside of budget. The City Manager may also approve any invoice for a procurement that was previously approved by Council.
- e) Council – approval must be obtained for purchases that exceed budgeted figures by greater than \$5,000; and all change orders over \$20,000.

2.1 Delegation of Approval Authority

To cover for vacation and other forms of leave, Approval Authority may be delegated by staff to a lateral employee in the same or another department or to a subordinate in the same department. Delegation of approval must be in writing and communicated to departmental staff, Director of Finance and Administration, and Manager of Treasury, prior to the commencement of leave.

2.2 Emergency

In the case of emergency, the City Manager may authorize any amount without the prior approval of Council and shall report such expenditures at its next meeting.

3.0 ACQUISITION PROCESS

The method used for acquisition will be dependent on the type and value of the goods and/or services being acquired. Purchases shall not be split to avoid the conditions of the policy.

The City encourages quotes be obtained for all purchases of goods and or services whenever possible and reasonable, regardless of the value to ensure a competitive process.

All departments will directly purchase all goods and services for their departments with the exception of:

1. Vehicles and equipment - coordinated through the Department of Public Works, Water & Wastewater
2. Computer hardware and software - coordinated through IT Division of Department of Finance & Administration
3. Communication and other telecommunication devices - coordinated through the Directors office of Department of Finance & Administration

All purchases that require an open call for bids or a formalized limited call for bids will be coordinated through the department initiating the procurement. Employees in each department are expected to work together to provide assistance in an procurement if asked by another department.

3.1 Requests for Quotation

A minimum of three (3) quotes must be obtained for the categories and thresholds listed below. Where 3 quotes cannot be obtained, staff are required to provide evidence that:

- a) 3 quotes were pursued; or
- b) There are limited suppliers for the good or service; or
- c) The good or service meets the definition of sole source as per section 7.2 of the Public Procurement Act.

All thresholds are exclusive of HST and include the full cost to acquire the good and/or service, including freight charges.

Goods	Of a value greater than \$10,000 and not more than \$105,700
Services	Of a Value greater than \$10,000 and not more than \$105,700
Public Works	Value greater than \$20,000 and not more than \$264,200

Competitive quotes can be used for a period of six (6) months for repetitive purchases, provided the vendor is willing to honor the original quoted price.

Exception

Request for quotes does not apply to the following expenses:

- a) Utilities including: electricity, postal services, water, telephone, and fuel;
- b) Employee disbursements such as advances and attendance at seminars, conventions, workshops etc.;
- c) Payroll related expenses, insurance claims, licenses, memberships, subscriptions, media and advertising, and
- d) Professional services such as legal services and financial services relating to the provision of credit and instruments of monetary policy.
- e) Services relating to the sale of capital assets.
- f) The City has an:
 - a. Existing pre-qualified suppliers list established through a Request for Qualifications
 - b. Existing Standing Offer Agreement in place
 - c. Delegated its authority to a Standing Offer Agreement with another public body.
- g) An emergency as defined in this policy.

3.1.1 Qualified Vendor List

The City will maintain a database of qualified vendors for required trades work such as:

Electrical Repair

Plumbing Repair

Heavy equipment operations

The City will maintain its source list in accordance with the Province's Public Procurement Policy, section 6.2 Pre-Qualified Supplier List.

3.2 Open Call for Bids

An open call for bids is required for goods and/or services over the threshold as defined in the Public Procurement Act. Thresholds are exclusive of HST.

Goods	\$105,700 or greater
Services (including engineering and architectural services)	\$105,700 or greater
Public Works	\$264,200 or greater
Lease of Space (Contract Value)	\$100,000 or greater

Services do not include legal services or financial services relating to the provision of credit and instruments of monetary policy.

All open call for bids will be coordinated through the department initiating the procurement.

Exceptions to the Open Call process are per section 7.1 and 7.2 of the Public Procurement Act and will be evaluated by each department prior to purchase.

3.3 Limited Call for Bids

Where goods or services do not require an Open Call for Bids but are of a complex nature or require specific expertise, Departments should seek a formalized quote process through a Limited Call for Bids.

Limited Call for Bids will be coordinated through the department initiating the procurement.

3.4 Reporting Requirements

The City will report all Open Calls for Bids on the City's website immediately after the issuance. This would include the Open Call, any amendments or cancellations. Once the Open Call for Bids is awarded, within 15 days of award, the City will post on its website:

- the name of the successful bidder,
- description of the commodity,
- date of the award,
- financial value of the contract,
- term of the contracts, and
- and renewal options of the contract.

If there is an exception to the Open Calls for Bids in accordance with the Public Procurement Act, Regulation or Policy, it is to be posted on the City website and contain the following information:

- the name of the successful bidder,
- description of the commodity,
- date of the award,
- financial value of the contract,
- term of the contracts,
- and renewal options of the contract

- relevant clause justifying the exception,
- reason why an open call was not invited,
- name of approver, and
- date approved.

4.0 PURCHASING PROCEDURES

4.1 Purchase Orders

Purchase orders are required for all purchases, with the exception of the expenditures identified below. Purchase orders will be approved according to section 2.0 of this policy. Directors or CAO will action purchase orders for acquisitions approved by Council. These purchase orders shall state the motion number of the Council Approval. Purchase orders must be completed prior to making the commitment for the expenditure.

It is the responsibility of the person approving the purchase order to ensure that there are funds available for the expenditure as per the departments approved budget and that the code distribution is in accordance with the approved.

Each Department is responsible for all purchase orders generated within their department.

Under no circumstances shall purchases be split to avoid the approval authority limits as set out in this policy.

Purchase orders are not required for the following recurring and non-competitive expenditures:

- Utilities including: electricity, postal services, water, telecommunications, and fuel.
- Employee disbursements such as advances and attendance at seminars, workshops, conferences etc., which are covered under the travel policy.
- Employers general expenses such as payroll expenses, insurance claims, licenses and memberships.
- Professional services including legal, and banking
- Progress claims for Engineering or architectural services or construction work on major contracts.
- Grant payments approved by Council in the annual budget

Only one purchase order is required for City issued Standing Offer's.

4.2 Supplier Invoices

Suppliers must be provided with a copy of the Purchase Order and must clearly identify the PO number on their invoices for goods and services.

All invoices should be forwarded to the following billing address:

E-mail: accountspayable@cornerbrook.com

Mail: Accounts Payable

City of Corner Brook

PO Box 108

Corner Brook, NL A2H 6E1

5.0 PAYMENT METHODS

All payments are to be processed through accounts payable. Vendors are required to sign up for electronic payment processing.

6.0 PROCUREMENT CARD

All purchases using a City credit card must adhere to this policy. The use of a credit card to purchase goods and or services should not be used in any way to circumvent this policy. Purchase Orders are not required for credit card purchases.

6.1 Restrictions

- a) Shall not be used for personal purchases of any nature;
- b) Shall not be used when the costs of goods or services would be significantly increased as a result of using the card and an alternate method of payment is available;
- c) Cash advances/withdrawals are prohibited; and
- d) Credit card transactions should not exceed the approval authority of the individual cardholder's supervisor.
- e) Cards shall only be used by the individual card holder. Any use by other staff members must be approved by the card holder's director.

6.2 Cardholder Responsibilities

- a) Safekeeping of the procurement card;
- b) Immediately notify the Manager of Treasury of lost or stolen cards;
- c) Retaining all procurement card receipts and identifying the purpose of the purchase;
- d) Reviewing the monthly statement for accuracy of charges;
- e) Complete the log form to indicate the account distribution and description for each purchase; and
- f) Forwarding the statement along with the log form, all receipts and any other supporting documentation to the cardholders Supervisor for approval within five (5) business days of the receipt of the statement.

6.3 Approval

All statements must be approved by the Supervisor of the cardholder. The Director's statement will be approved by the City Manager. The City Manager statements will be approved by the City Clerk or Director of Finance & Administration.

6.4 Termination of Employment

The credit card must be surrendered to the Manager of Treasury immediately upon termination of employment. The Manager of Treasury will cancel any cards that are surrendered, or upon notice of an employee no longer working for the City.

7.0 COMPLIANCE

An employee who fails to act in accordance with the provisions of the Purchasing Policy will be subject to appropriate disciplinary action. Council, the public, and the business community must have confidence in the integrity of the City employees.

8.0 REVIEW OF POLICY

- a) The Director of Finance & Administration shall submit recommendations to change the Purchasing Policy to the Finance Committee.
- b) All Changes to the Purchasing Policy require the final approval and adoption of Council.

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

MAYOR

CITY CLERK



Request for Decision (RFD)

Subject: 2021Tax Sale Auction

To: Dale Park
Meeting: Committee of the Whole - 09 Aug 2021
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: City staff needs approval for the advertising and sale of the properties
Attachments: [2021 Tax Auction Package with PSA and Process](#)

BACKGROUND INFORMATION:

The City has commenced preparation for a property tax sale auction. In accordance with the *City of Corner Brook Act*, the properties scheduled for the tax auction are properties that are significantly in arrears on property tax. As per the attached 2021 Tax Auction Package, there are currently fourteen (14) properties under tax sale consideration. Below is a list of properties up for auction:

Parcel ID	Property Address	Parcel ID	Property Address
051-055	Youngs Avenue	208-836	Ezekiels Lane
047-814	O'Connell Drive	050-729	Wheelers Road
049-599	St Mary's Road	042-772	8 Batstones Lane
049-689	Station Road	047-812	O'Connell Drive
200-107	O'Connell Drive	048-353	Petries Street
046-773	233 Humber Road	045-649	Gearyville Road
044-646	Georgetown Road	045-644	Gearyville Road

As per applicable legislation, real property affected must be advertised in a local newspaper once per week in a daily or weekly newspaper at least 30 days immediately prior to the properties being made available for purchase. At the end of the 30 days the properties will be sold by public auction unless the outstanding taxes have been paid in full or they have made other payment arrangements.

PROPOSED RESOLUTION:

It is RESOLVED that Council approve the advertising and sale of the following properties at a tax sale auction in accordance with section 162 of The City of Corner Brook Act.

FINANCIAL IMPACT:

Revenue from the Auction will be used to satisfy the property tax arrears with the remaining amount going back the registered owner

GOVERNANCE IMPLICATIONS:

Legislation
City of Corner Brook Act
162

Legal Review: No

RECOMMENDATION:

Staff recommends Council approve the advertising and the sale of the attached properties for auction.

ALTERNATIVE IMPLICATIONS:

1. Approve the advertisement and the sale by auction
 - a. Property tax will be paid
 - b. Property will then be utilized
2. Reject the advertisement and the sale by auction
 - a. Properties will remain in arrears and continue to grow
 - b. Properties will remain vacant

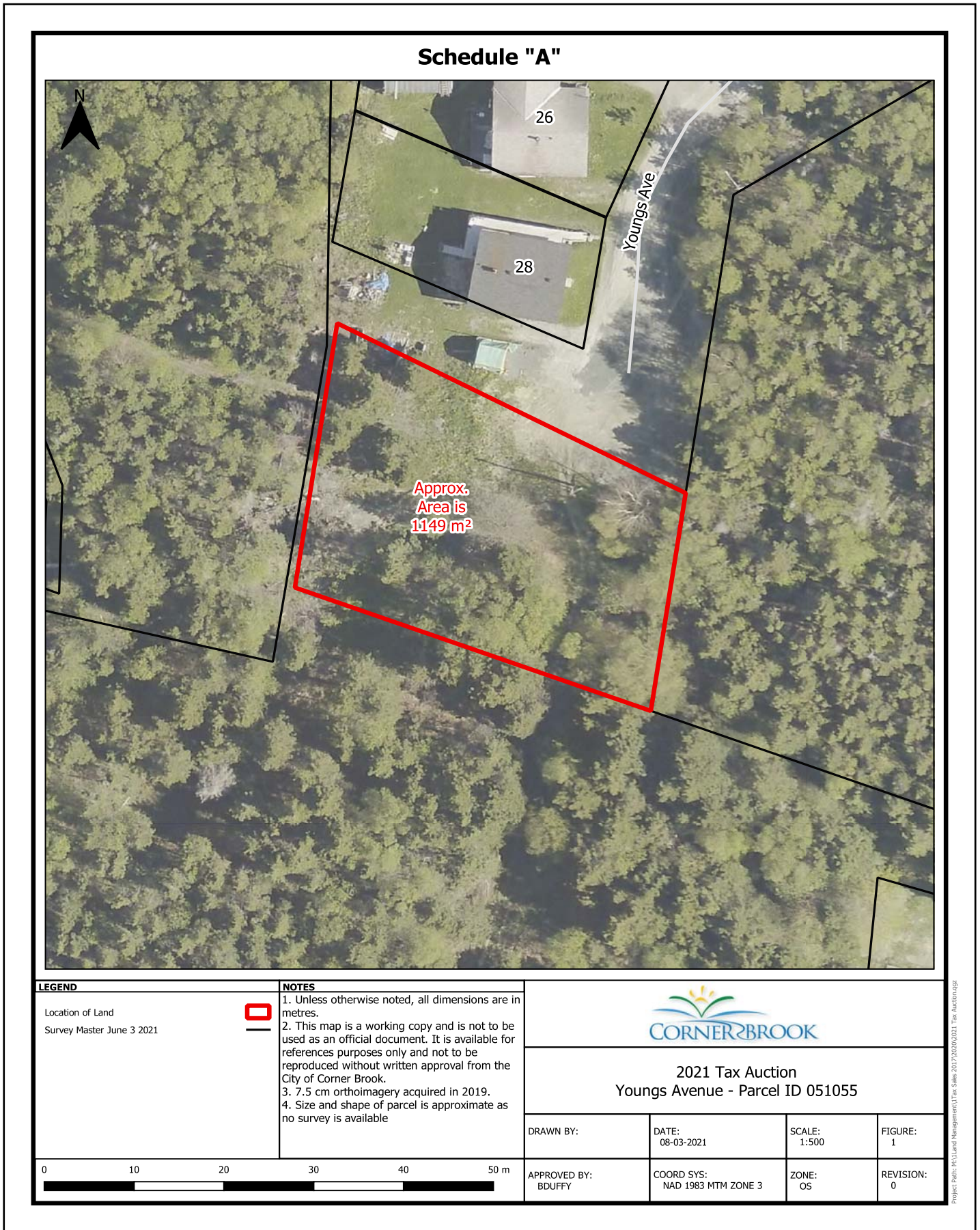
Director of Finance & Administration	Approved - 04 Aug 2021
Executive Assistant	Approved - 05 Aug 2021

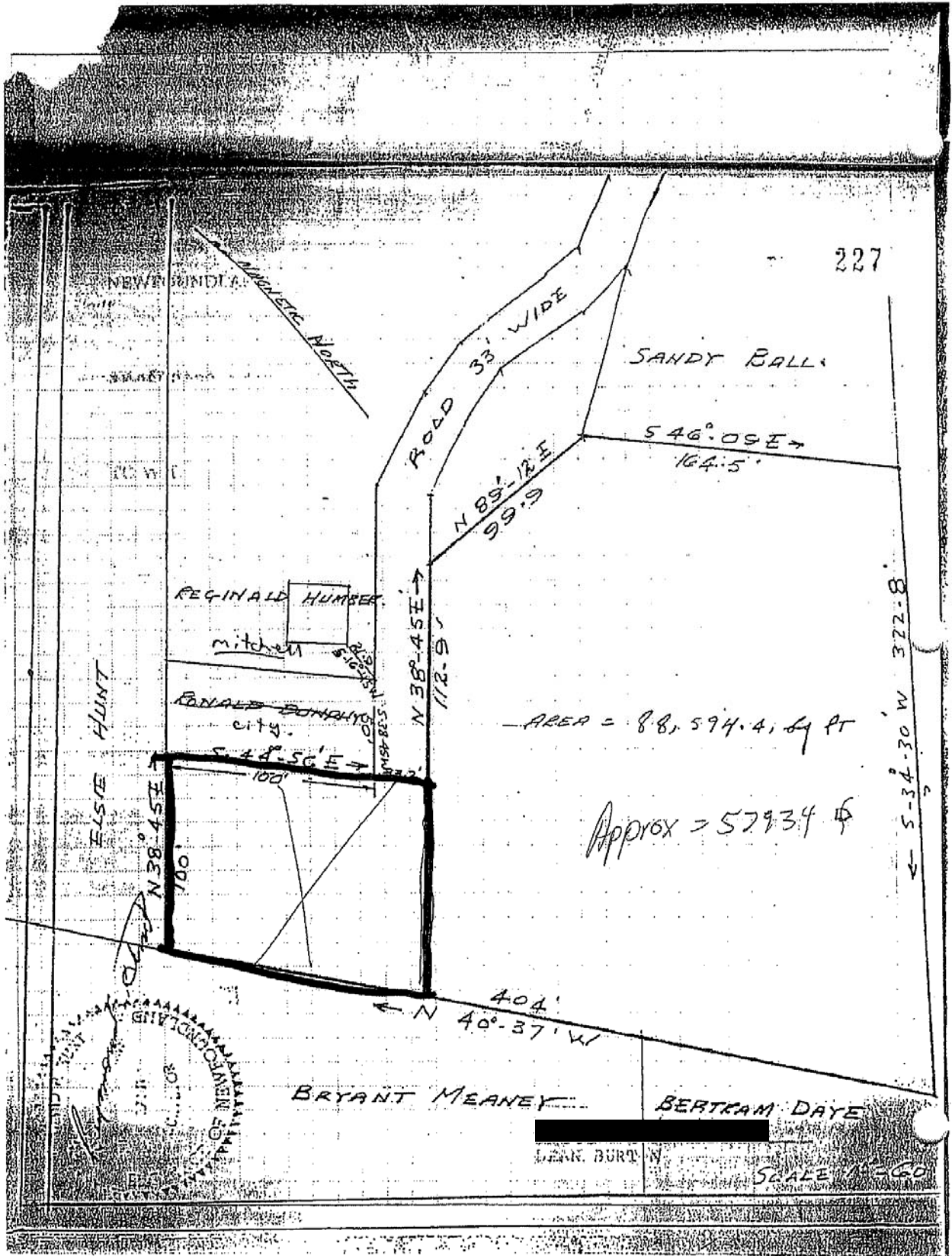
City Manager



City of Corner Brook 2021 Tax Auction Package







LAND CALCULATION DATA

Street Address

PARCEL ID

Municipality

Street

Side Lot

120699270150

REC #	USE CODE	ZONING	FRONTAGE	DEPTH	NUMBER OF LAND UNITS	UNCLD	LAND UNIT PRICE
01	GRH	RMP	100	88		13	
02	GRH	RMP	50	88			
03	GRH	RMP	20	88			
04	GRH	RMP	46	88			
01	0109	C.R.D.A			30	A	

REC #	TYPE	CODE	AMOUNT/PERCENT	TYPE	CODE	AMOUNT/PERCENT	TYPE	CODE	AMOUNT/PERCENT
01	DP	01		SH	01				
02	DP	01		SH	01				
03	DP	01		SH	01				
04	DP	01		SH	02				

LAND DIAGRAM

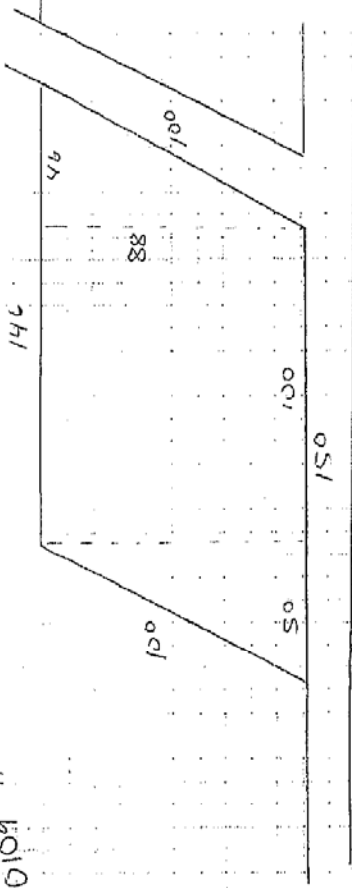
LAND UNITS

- A - Acres
- B - Bldg. Line
- E - Easement Front Feet
- F - Front Feet
- L - Lot
- S - Square Feet
- AS - Acres Split
- BS - Bldg. Line Split
- ES - Easement Front Feet Split
- FS - Front Feet Split
- LS - Lot Split
- SS - Square Feet Split

ADJUSTMENT TYPES / CODES

- DP - Depth Factor
- 1 - 100 FT. 2 - 150 FT. 3 - 200 FT. 4 - 120 FT.
- SH - Shape Adjustment
- 1 - TH (Rear / Front) or 2 - TH (New / Road) Lot
- AC - Access (%)
- BL - Bldg. (%)
- DL - Deck Lot (%)
- GN - Condition (%)
- ES - Easement (%)
- FD - Diff. of Depth Factors (%)
- G1 - Grade (%)
- NF - Noise Factor (%)
- PK - Rock (%)
- SL - Slope (%)
- SZ - Size Adjustment (%)
- TP - Topography (%)

0109 AL



4234

VER 3.3



Schedule "A"



LEGEND

Location of Land
Survey Master June 3 2021



NOTES

1. Unless otherwise noted, all dimensions are in metres.
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.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction
O'Connell Drive - Parcel ID 047814

DRAWN BY:

DATE:
08-03-2021

SCALE:
1:500

FIGURE:
1

APPROVED BY:
BDUFFY

COORD SYS:
NAD 1983 MTM ZONE 3

ZONE:
R

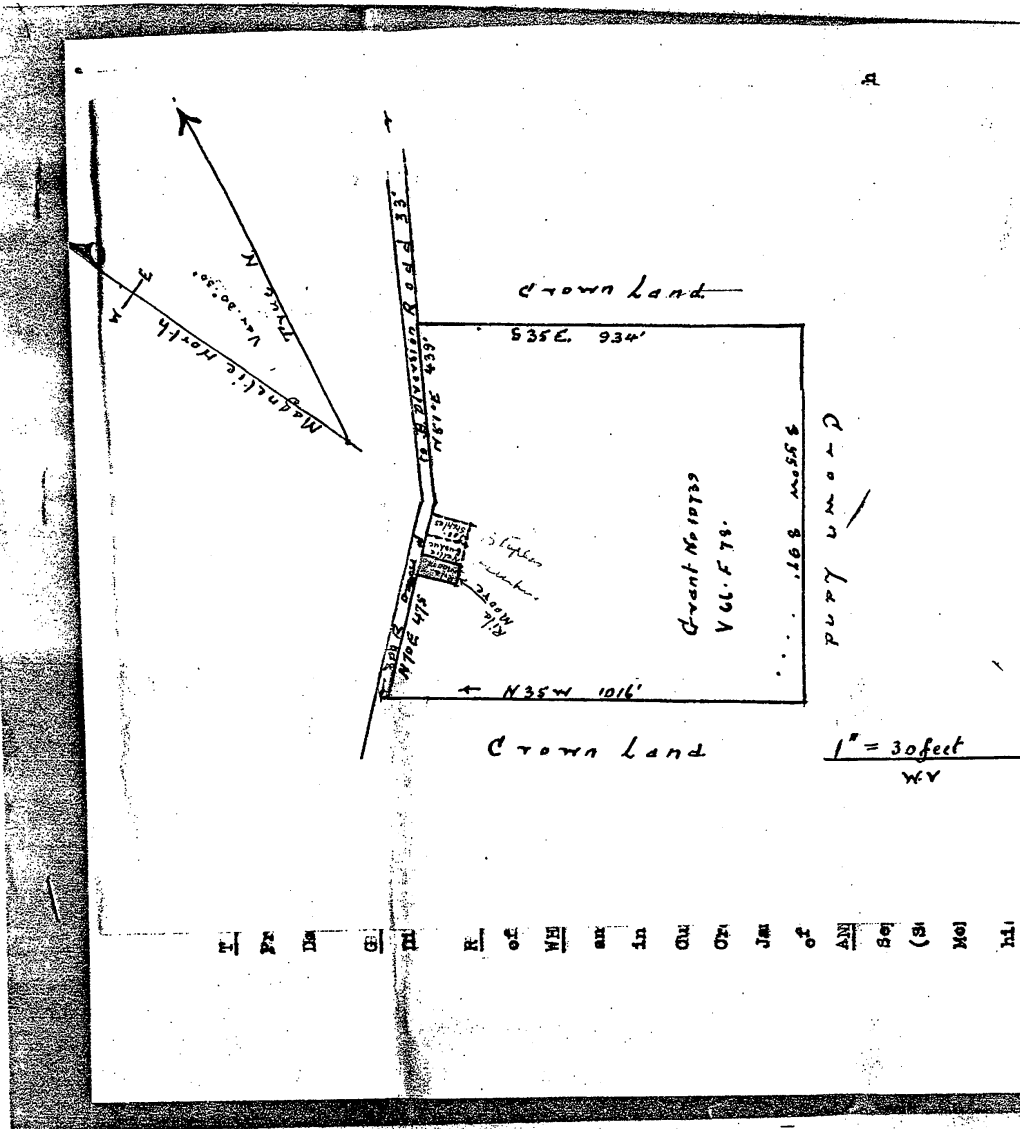
REVISION:
0

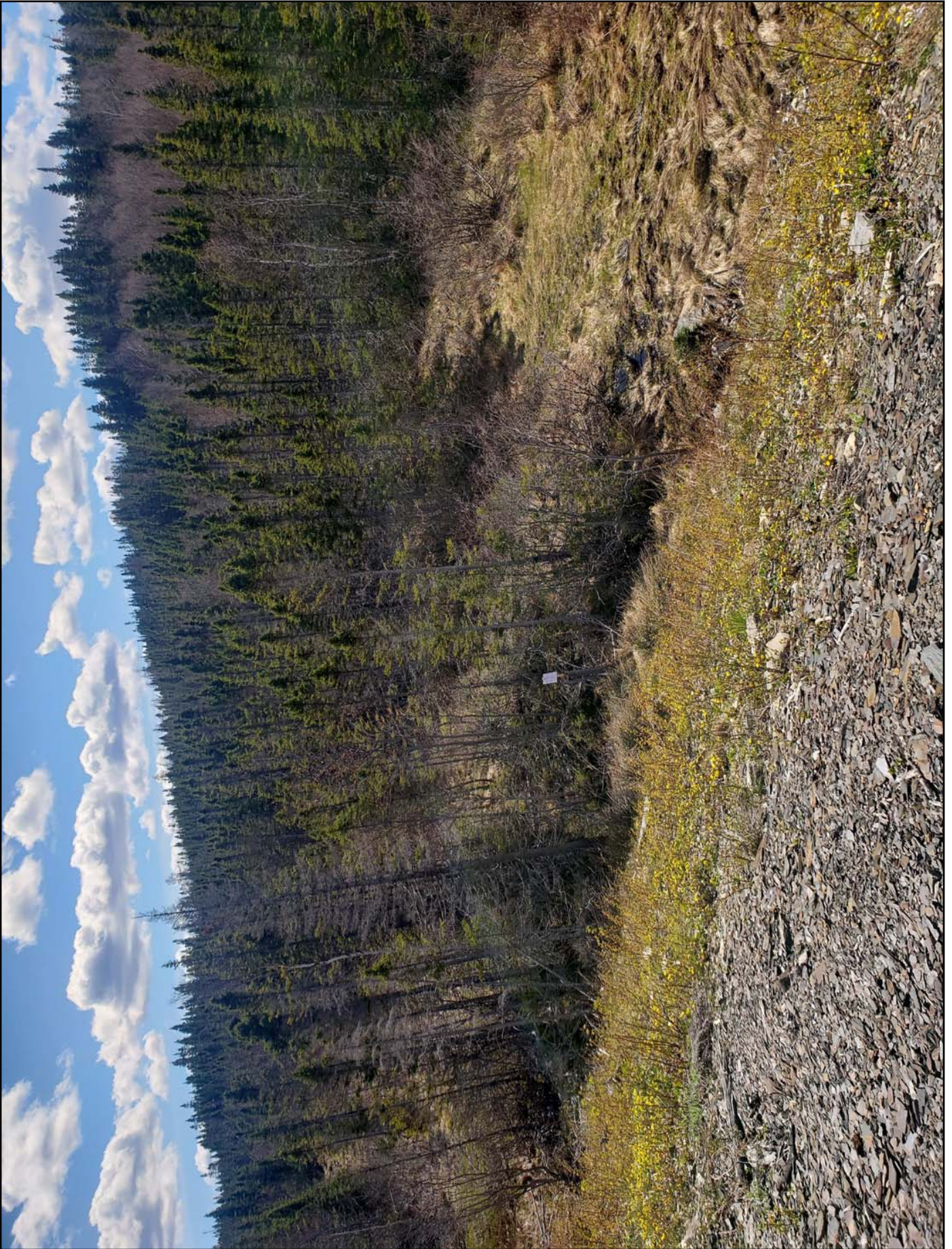


Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpg

(2)




(abutted) and bounded as follows, that is to say: by a line commencing at a point on the Eastern sideline of said Road Reservation at a point THREE HUNDRED (300) feet along the said Road Reservation in a northerly direction from the North-westerly angle of the said granted land; thence it is bounded on the West by the said Road Reservation measuring FIFTY (50) feet; on the North by land of Nellie Gushue measuring ONE HUNDRED (100) feet; on the East by land of the said "Vendor" measuring FIFTY (50) feet; and on the South by land of the said "Vendor" measuring ONE HUNDRED (100) feet, more or less, to the point of commencement. (a diagram of the said land is attached and is deemed and taken as part of This Indenture).





Schedule "A"



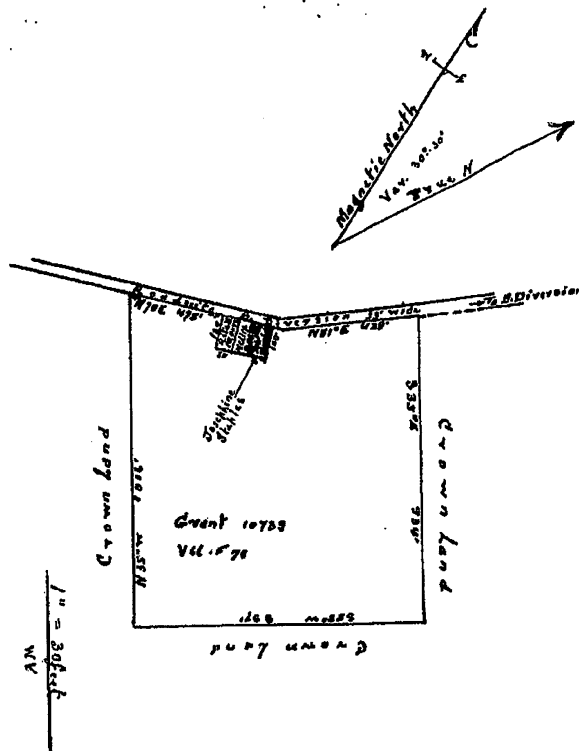
LEGEND	NOTES	 2021 Tax Auction O'Connell Drive - Parcel ID 047812			
Location of Land Survey Master June 3 2021 	1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	DRAWN BY:	DATE: 08-03-2021	SCALE: 1:500	FIGURE: 1
		APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: R	REVISION: 0

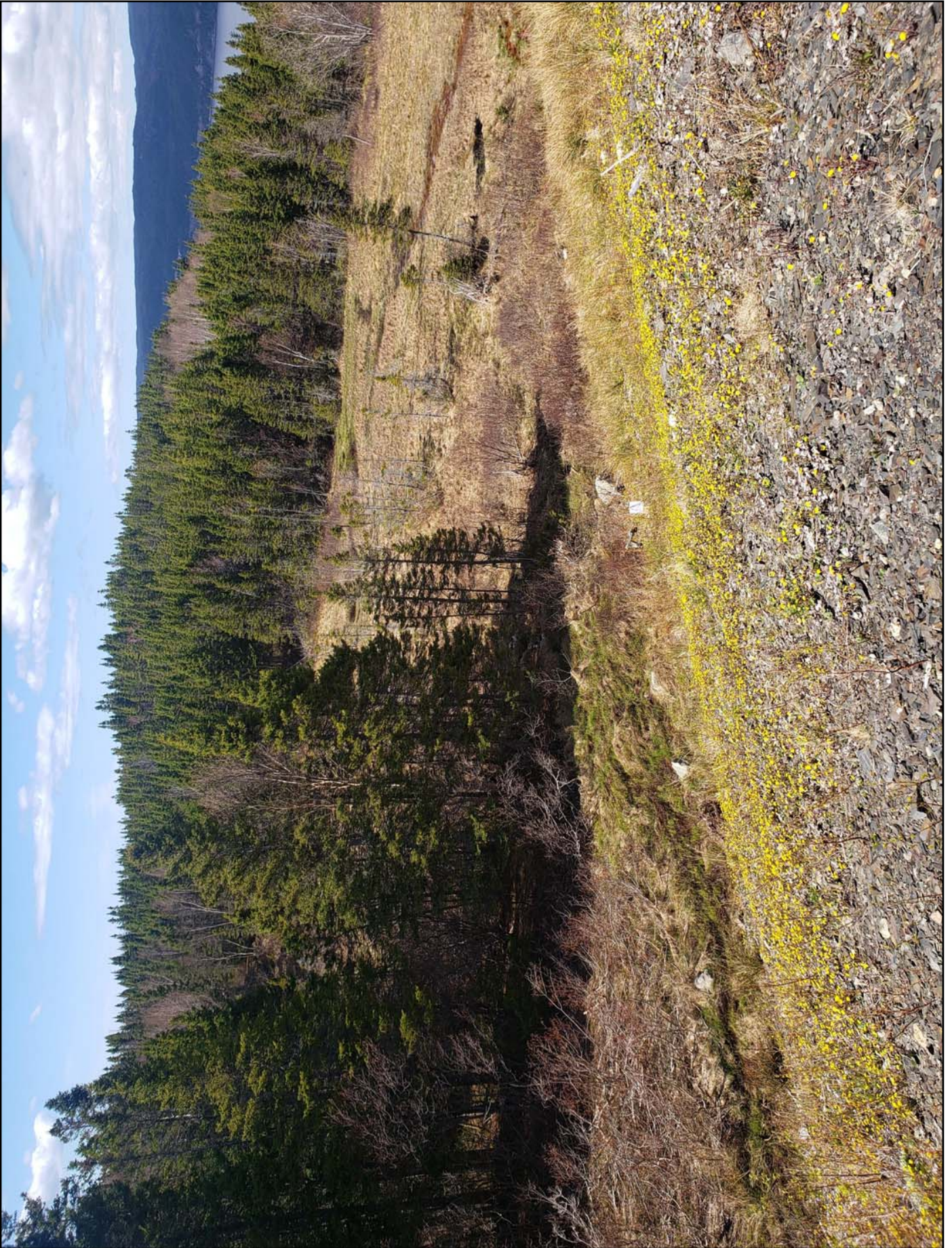
Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpx

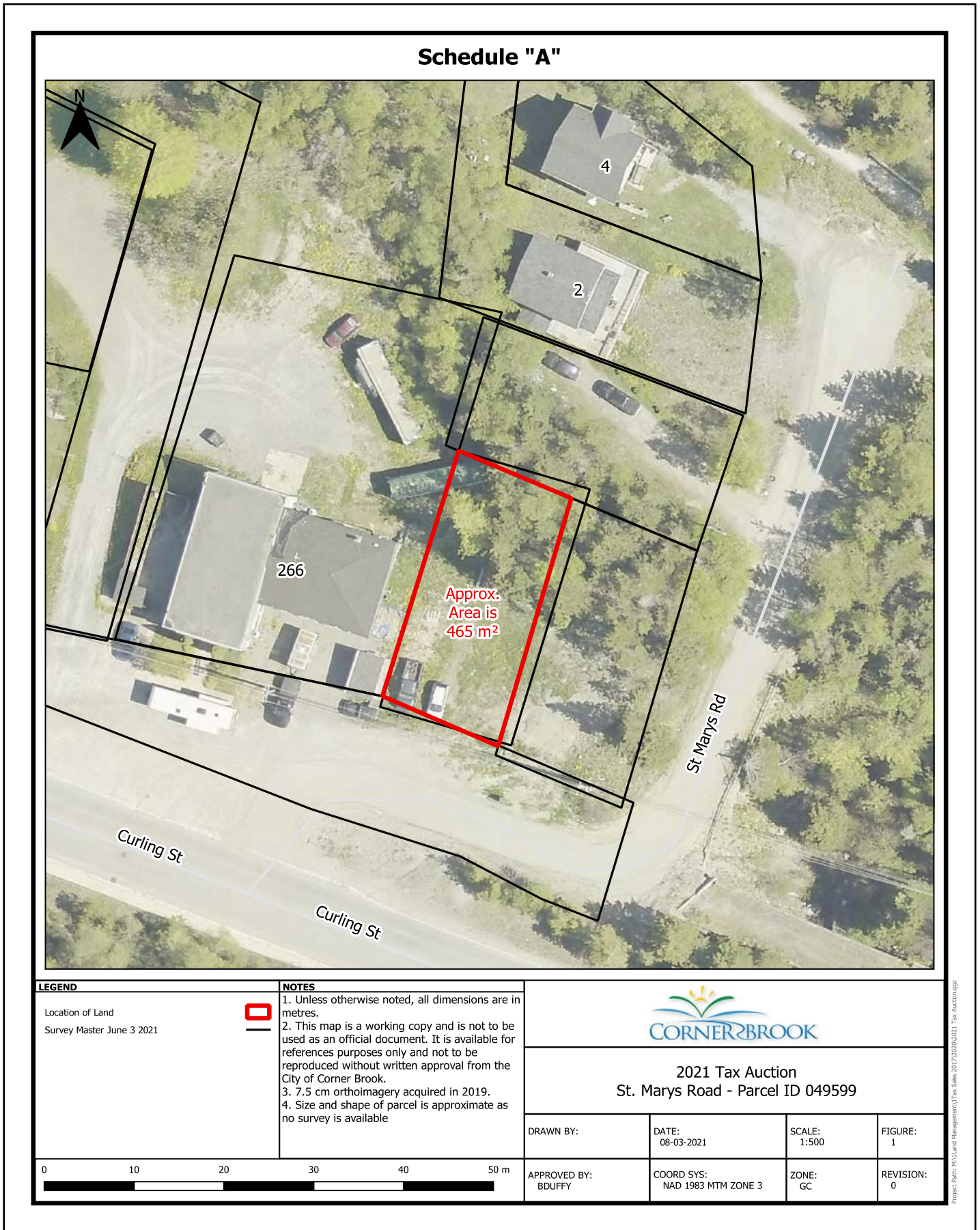
(2)

(referred) to, abutted and bounded as follows, that is to say: by a line commencing at a point on the said Road Reserve, thirty-three (33) feet wide, which point is the North-West angle of the said land, and is four hundred feet from the North-West angle of the said granted land; thence it continues by and along the said Eastern side-line of the said Road Reserve in a Northerly direction measuring FIFTY (50) feet; thence by land of the said granted land Easterly measuring ONE HUNDRED (100) feet; thence by land of the said Grant Southerly measuring FIFTY (50) feet; thence by land of Nellie Gushue in a Westerly direction measuring ONE HUNDRED (100) feet, to the point of commencement. (Diagram of which is attached hereto and is deemed and taken as part of this Indenture).

4 986 2366





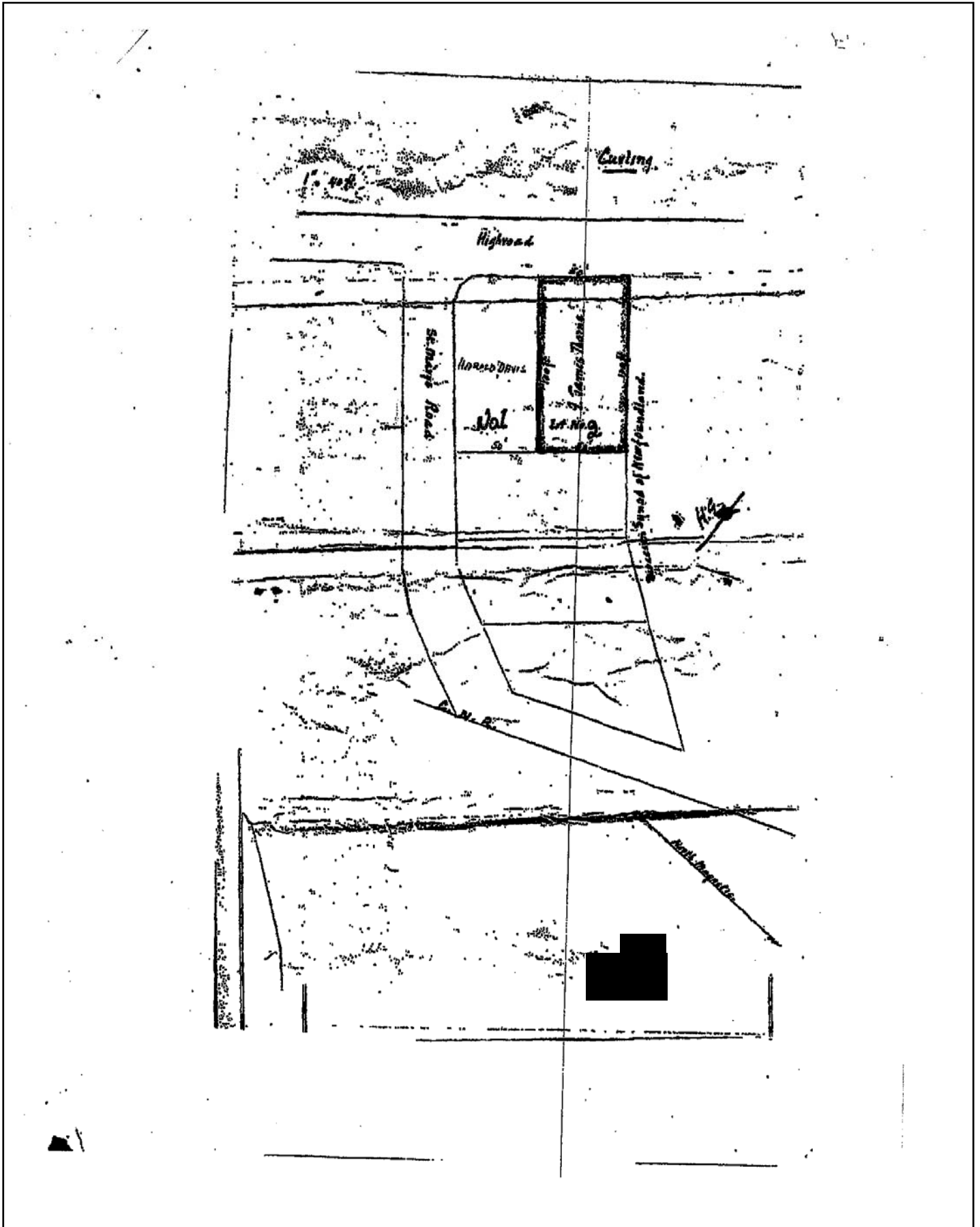


SCHEDULE "A"

ALL THAT piece or parcel of land situate at Curling, in the District of Humber, in the Province of Newfoundland, known as Lot No. 2 and bounded as follows:

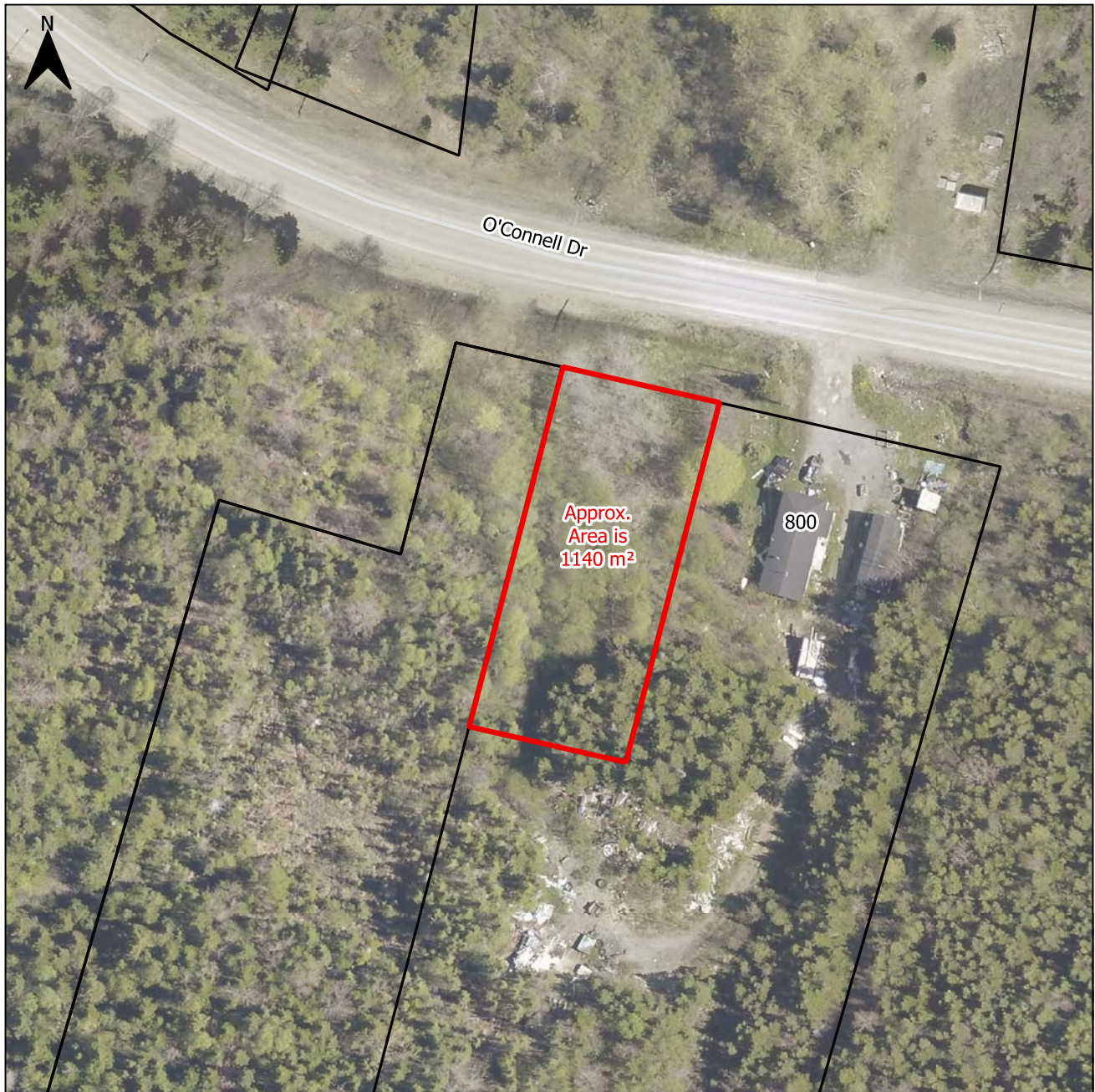
On the East by the Highroad by which it measures fifty (50) feet; on the South by property now or formerly in the possession of Harold Davis by which it measures one hundred (100.0) feet; on the West by property now or formerly in the possession of George Ruth by which it measures fifty (50) feet; and on the North by property now or formerly in the possession of The Diocesan Synod of Newfoundland by which it measures one hundred (100) feet.







Schedule "A"



LEGEND

Location of Land
Survey Master June 3 2021



NOTES

1. Unless otherwise noted, all dimensions are in metres.
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.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction
O'Connell Drive - Parcel ID 200107

DRAWN BY:

DATE:
08-03-2021

SCALE:
1:750

FIGURE:
1

APPROVED BY:
BDUFFY

COORD SYS:
NAD 1983 MTM ZONE 3

ZONE:
R

REVISION:
0

Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpx

200-107

DESCRIPTION OF LAND FOR ONEA MURLEY
800 O'Connell Drive, Corner Brook
Parcel B

All that piece or parcel of land lying southwest of O'Connell Drive, in the City of Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a point on the southwest limit of O'Connell Drive, the said point being found by running from monument no. 77G2887, south twenty three degrees fifty minutes fourteen seconds east (S 23° 50' 14" E) four hundred seventy seven decimal zero five five (477.055) metres;

RUNNING THENCE from the above described point of beginning by the southwest limit of O'Connell Drive, south seventy six degrees fifty three minutes thirty one seconds east (S 76° 53' 31" E) twenty one decimal nine four six (21.946) metres;

THENCE RUNNING by land of Onea Murley, Parcel A, south fourteen degrees seventeen minutes fifty three seconds west (S 14° 17' 53" W) fifty one decimal eight one six (51.816) metres, and north seventy six degrees fifty three minutes thirty one seconds west (N 76° 53' 31" W) twenty one decimal nine four six (21.946) metres;

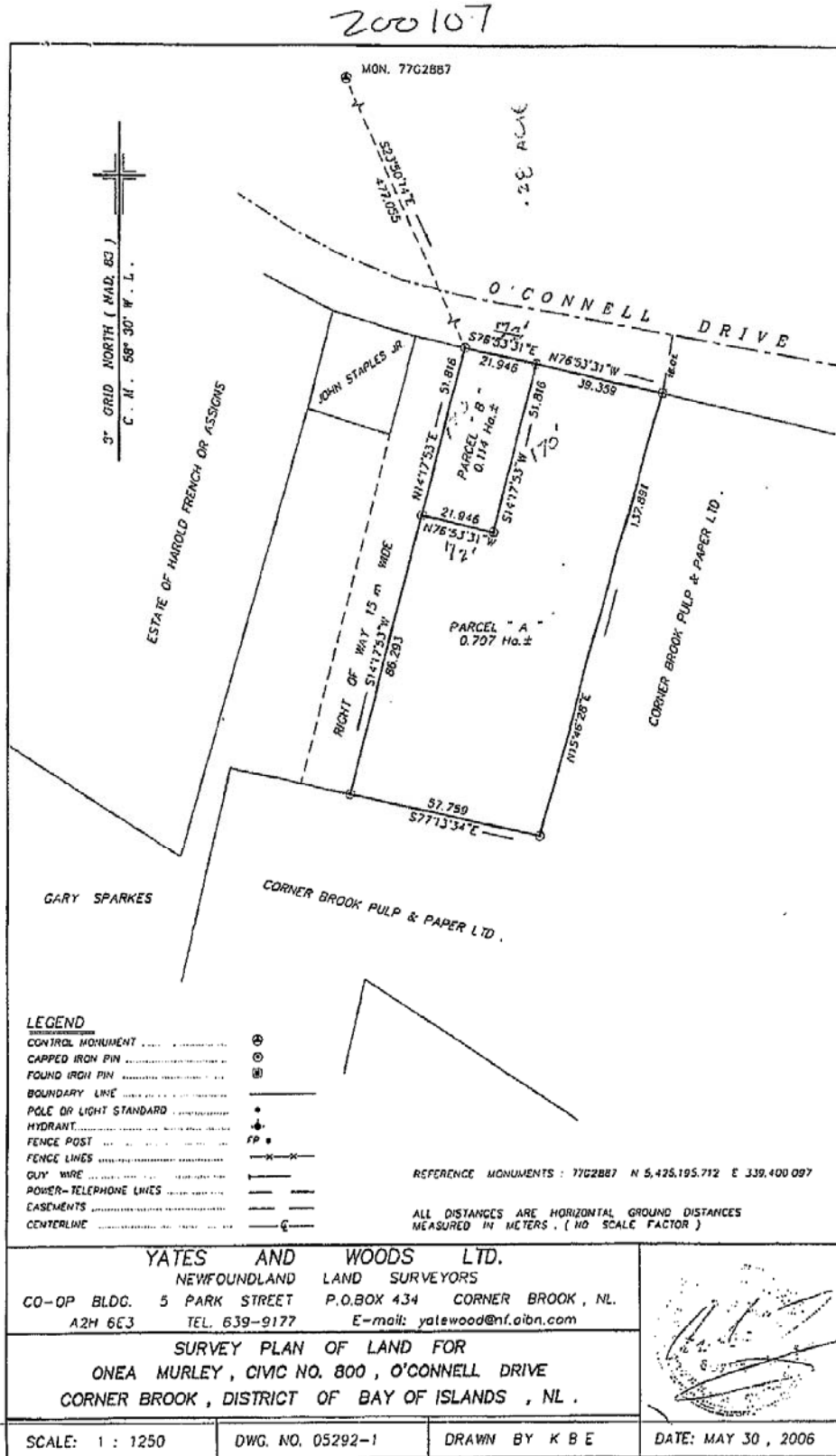
THENCE RUNNING by land of Gary Sparkes, north fourteen degrees seventeen minutes fifty three seconds east (N 14° 17' 53" E) fifty one decimal eight one six (51.816) metres, more or less, to the point of beginning;

Containing an area of zero decimal one one four (0.114) hectare, more or less, and being more particularly shown as Parcel B on Yates and Woods Limited drawing no. 05292-1, dated May 30, 2006;

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

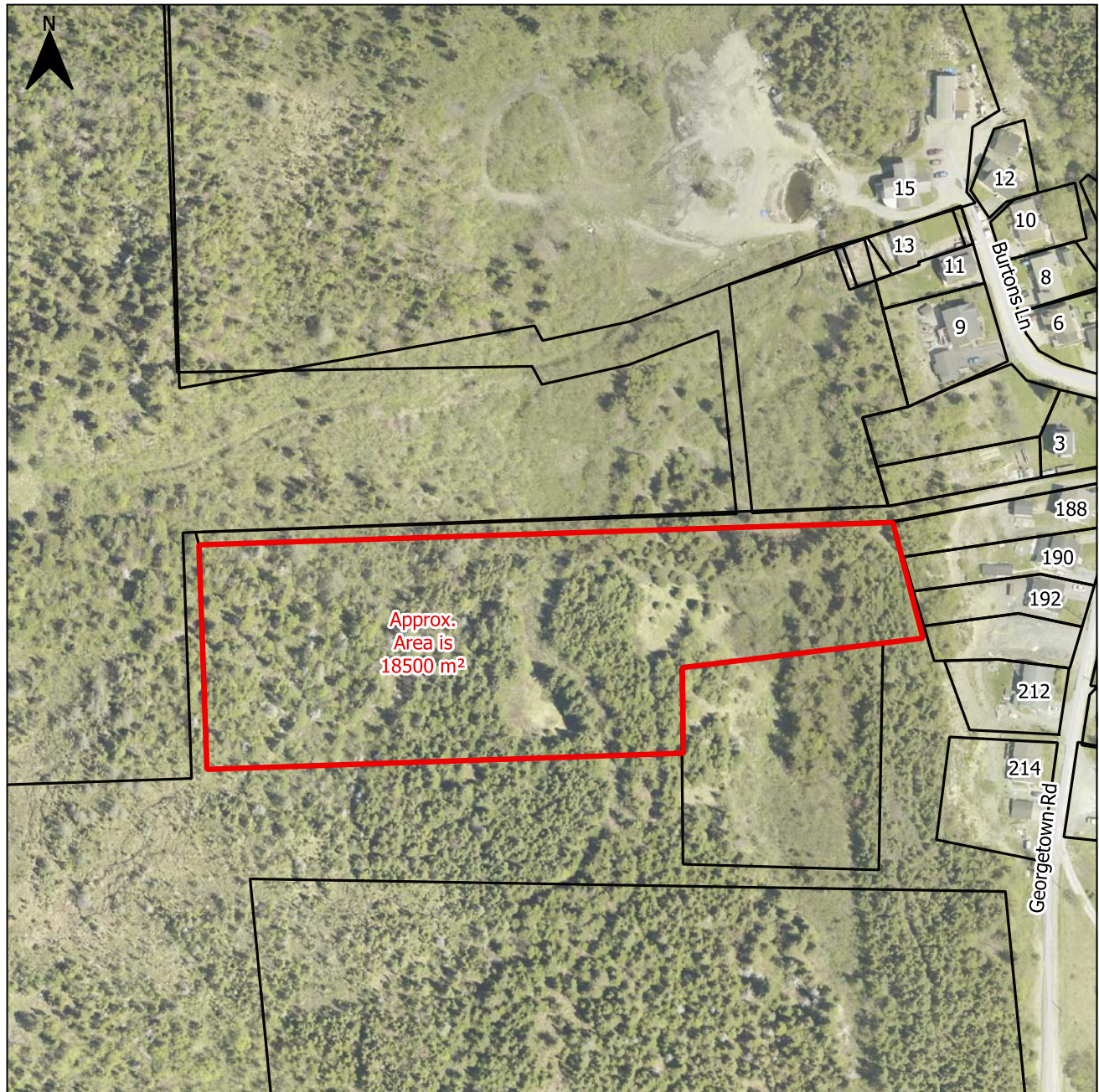
Yates and Woods Limited


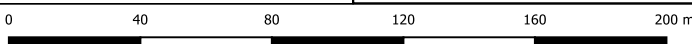







Schedule "A"



LEGEND		NOTES	
Location of Land Survey Master June 3 2021		1. Unless otherwise noted, all dimensions are in metres.	
		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.	
		3. 7.5 cm orthoimagery acquired in 2019.	
		4. Size and shape of parcel is approximate as no survey is available	
			

			
2021 Tax Auction Georgetown Road - Parcel ID 263524			
DRAWN BY:	DATE: 08-03-2021	SCALE: 1:2000	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: R	REVISION: 0

Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpg

24 1067

V4031/1-3

1984 No. C.B. 228

IN THE DISTRICT COURT OF NEWFOUNDLAND
AT THE JUDICIAL CENTRE OF CORNER BROOK

IN THE MATTER OF that piece
or parcel of land situate,
lying and being West of
Georgetown Road in the City
of Corner Brook in the
Electoral District of Humber,
Port au Port, St. Barbe in
the Province of Newfoundland.

AND

IN THE MATTER OF the application
of Harold Locke for a certificate
of title of the said parcel of
land pursuant to THE QUIETING
OF TITLES ACT

Registered 10 day 7:00 pm
A.D. 18 84 3:15 o'clock pm
Vol. 4031 Pages 1-3
Fee paid \$11.00 Rec. No. 582294

Register of Deeds (Nfld)

C E R T I F I C A T E

This is to certify that under the authority of the Quieting of Titles Act, R.S.N. 1970, Chapter 324, Harold Locke of the City of Corner Brook in the Electoral District of Humber, Port au Port, St. Barbe in the Province of Newfoundland, is the legal and beneficial Owner in fee simple of ALL THAT piece or parcel of land situate, lying and being West of Georgetown Road, in the City of Corner Brook, Province of Newfoundland, being further bounded and described as follows:

The starting point can be found by running South sixty-seven (67) degrees fifteen (15) minutes West ninety-eight and thirty-eight hundredths (98.38) meters from City Hydrant No. 522 on the Western side of Georgetown Road with the intersection of the Southern side of Burton's Road.

Thence from the above described starting point along the Southern limit of a road reserve four and fifty-seven hundredths (4.57) meters wide South eighty-eight (88) degrees thirty-one (31) seconds West two hundred fifty-two and twenty-one hundredths (252.21) meters, thence by land now or formerly in the possession of Edgar Burton or Assigns South one (1) degree fifty-nine (59) minutes twenty-nine (29) seconds East eighty-three and fifty-one hundredths (83.51) meters, thence along the Northern limit of a road reservation four and fifty-seven hundredths

24 1068

2

2

(4.57) meters wide North eighty-eight (88) degrees thirty-one (31) seconds East one hundred seventy-three and twelve hundredths (173.12) meters, thence by land now or formerly in the possession of Medrick Benoit as follows: North forty-two (42) minutes twenty-nine (29) seconds West thirty-one and eighty-two hundredths (31.82) meters, North eighty-two (82) degrees fifty-two (52) minutes thirty (30) seconds East eighty-eight and seven hundredths (88.07) meters, thence by land now or formerly in the possession of William Benoit Sr., North fourteen (14) degrees one (1) minute twenty-nine (29) seconds West forty-four and eighty hundredths (44.80) meters to the starting point.

The herein described lot is shown and delineated in red on a plan hereto attached and contains an area of one and eighty-five hundredths (1.85) hectares.

Bearings given are from Grid North.

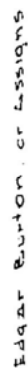
SUBJECT TO the exceptions and qualifications mentioned in Section 22 of the said Act, and except as against Her Majesty the Queen in right of the Province of Newfoundland by reason of failure to prove possession for sixty (60) years or more, but free from all other rights, interests, claims and demands whatsoever.

IN WITNESS WHEREOF the Clerk of the District Court of Newfoundland at the Judicial Centre of Corner Brook has hereunto set her hand and seal of the Court has been hereunto affixed this *3rd* day of *may*, A.D. 1984 by Order of Judge P. Lloyd Soper.



[Redacted signature]

clerk



Sent: 12000

E. E. Hunt

Date: 10-1-84



Schedule "A"



3 1 1 1 0 1 5 7 6

DESCRIPTION OF LAND FOR BAXTER MITCHELMORE AND LLOYD PIERCEY

All that piece or parcel of land lying North of Wheelers Road, in the City of Corner Brook, being further bounded and described as follows:

Beginning at a point, the said point being found by running from hydrant no. 436, north eleven degrees four minutes forty six seconds east (N 11° 04' 46" E) fifty five decimal one zero one (55.101) metres;

RUNNING THENCE from the above described point of beginning by Lots 7, 6, 5, 4, 3, 2, and 1 of a Sub-Division for Baxter Mitchelmore and Lloyd Piercey, south forty seven degrees ten minutes five seconds east (S 47° 10' 05" E) one hundred two decimal four seven nine (102.479) metres;

THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, north thirty two degrees seventeen minutes thirty eight seconds east (N 32° 17' 38" E) thirty four decimal four five two (34.452) metres, and north fifty seven degrees forty two minutes twenty two seconds west (N 57° 42' 22" W) two hundred forty decimal five six four (240.564) metres;

THENCE RUNNING by land of the Estate of James Wheeler, and by land of Davis Wheeler, south six degrees thirty minutes thirty four seconds east (S 6° 30' 34" E) forty eight decimal eight seven eight (48.878) metres;

THENCE RUNNING by Lots 13, 12, 11, 10, 9, and 8 of a Sub-Division for Baxter Mitchelmore and Lloyd Piercey, south sixty nine degrees seventeen minutes twenty three seconds east (S 69° 17' 23" E) one hundred eleven decimal four five five (111.455) metres, more or less, to the point of beginning;

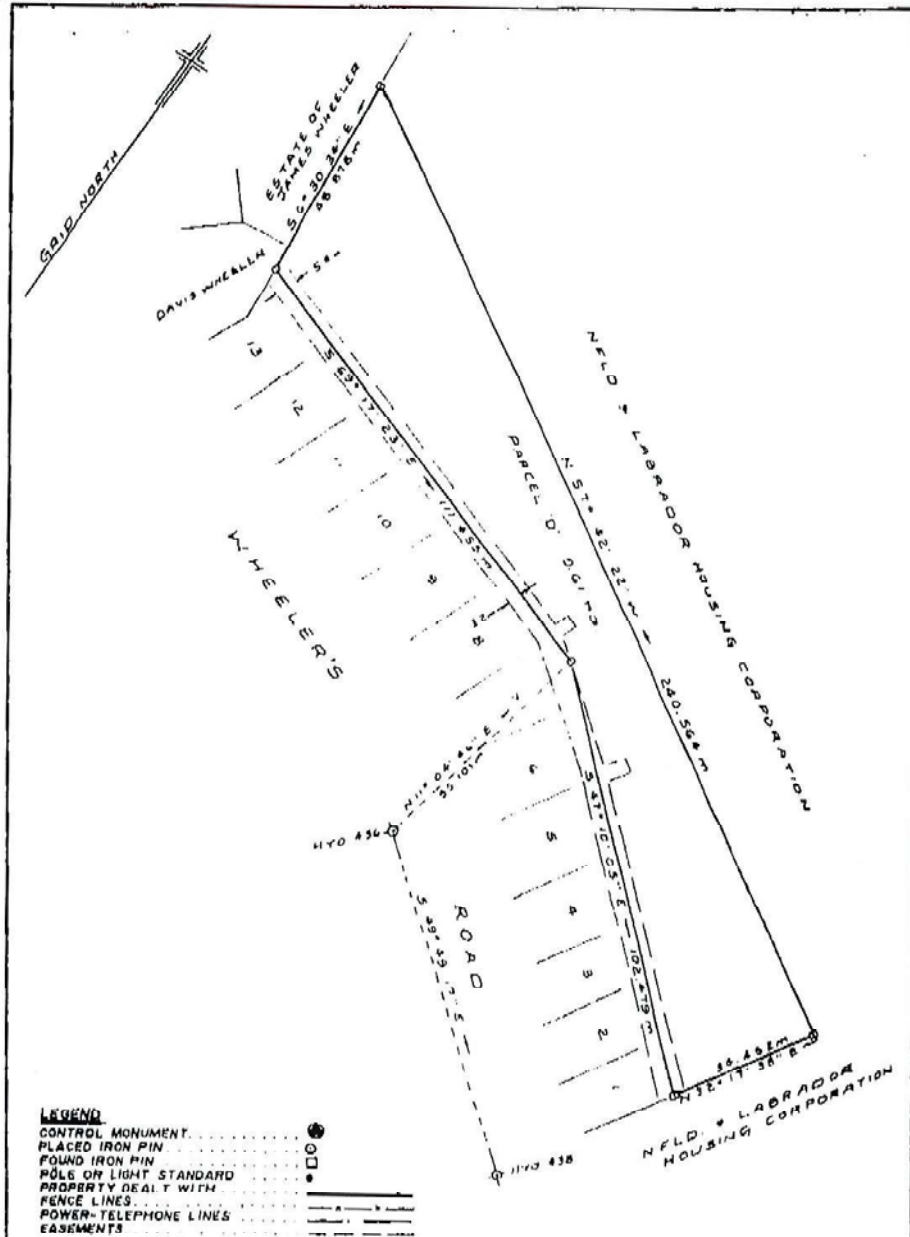
Containing an area of zero decimal six one (0.61) hectare, more or less, and being more particularly shown on Yates & Woods Limited drawing no. 90026-G dated September 15, 1992.

All bearings refer to Grid North.

Yates & Woods Limited

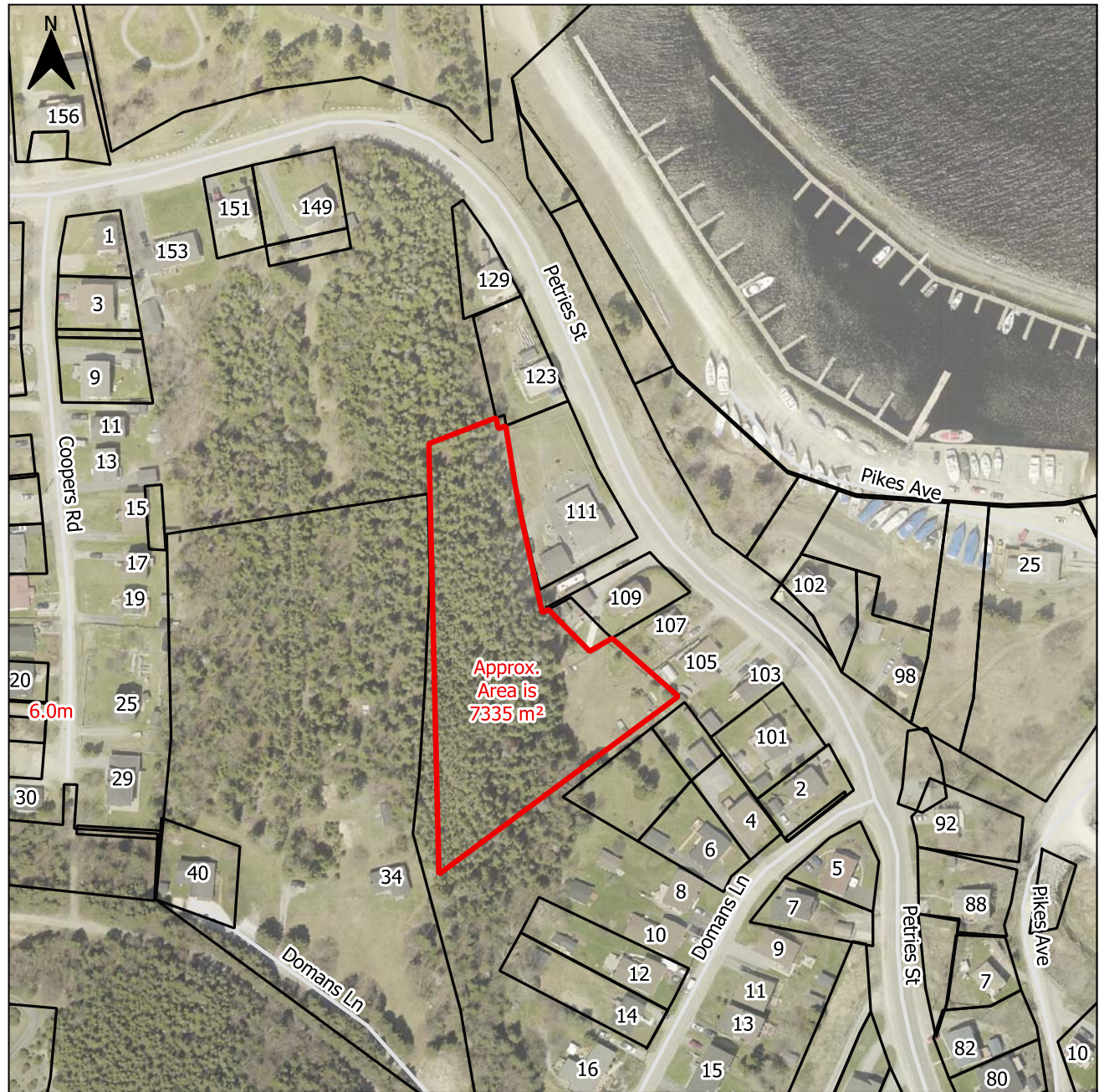


3 1 1 1 0 1 5 7 7





Schedule "A"



LEGEND

Location of Land
Survey Master June 3 2021



NOTES

1. Unless otherwise noted, all dimensions are in metres.
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.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction
Petries Street - Parcel ID 048353

DRAWN BY:

DATE:
08-03-2021

SCALE:
1:2000

FIGURE:
1

APPROVED BY:
BDUFFY

COORD SYS:
NAD 1983 MTM ZONE 3

ZONE:
RMD

REVISION:
0

Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gdp

SCHEDULE "A"

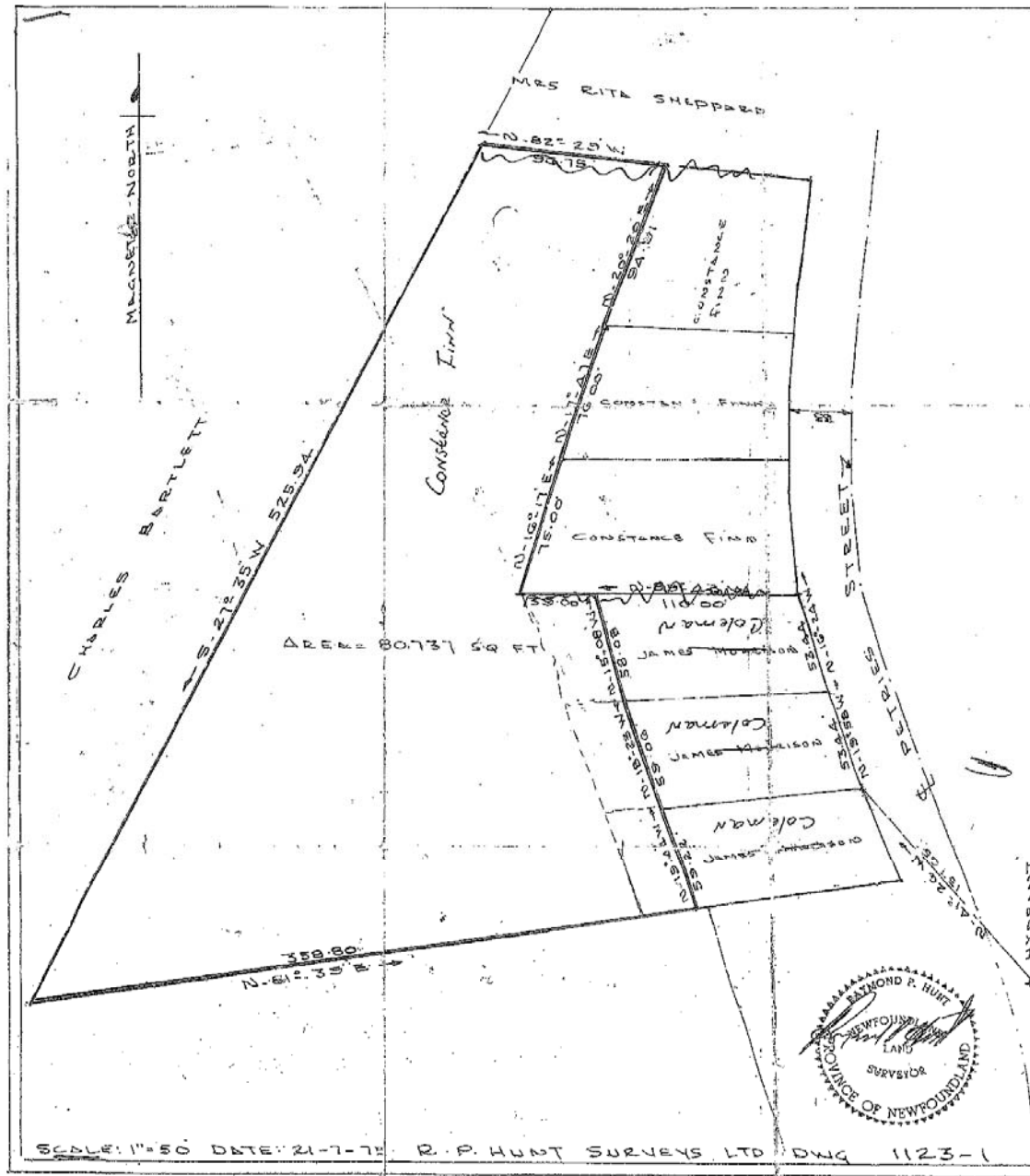
595

ALL THAT certain lot, piece or parcel of land situate lying and being West of Petries Street in the City of Corner Brook, Province of Newfoundland, being bounded and described as follows, that is to say: The starting point can be found by running North Forty-one (41) degrees Twenty-six (26) minutes West One Hundred Thirty-seven and Sixty-five Hundredths (137.65) feet from a fire hydrant on the Eastern side of Petries Street near Doman's Lane, thence North Nineteen (19) degrees Fifty-eight (58) minutes West Fifty-three and Forty-four Hundredths (53.44) feet, thence North Sixteen (16) degrees Twenty-four (24) minutes West Fifty-three and Forty-four Hundredths (53.44) feet, thence North Eighty-nine (89) degrees Forty-three (43) minutes West One Hundred Ten (110.00) feet. Thence from the above described starting point North Eighty-nine (89) degrees Forty-three (43) minutes West Thirty-nine (39.00) feet, thence by land of Constance Finn as follows; North Sixteen (16) degrees Seventeen (17) minutes East Seventy-five (75.00) feet, North Seventeen (17) degrees Forty-seven (47) minutes East Seventy-six (76.00) feet, North Twenty (20) degrees Twenty (20) minutes East Ninety-four and Ninety-one Hundredths (94.91) feet, thence by land of Mrs. Rita Sheppard North Eighty-two (82) degrees Twenty-nine (29) minutes West Ninety-six and Seventy-five Hundredths (96.75) feet, thence by land of Charles Bartlett South Twenty-seven (27) degrees Thirty-five (35) minutes West Five Hundred Twenty-five and Ninety-four Hundredths (525.94) feet, thence North Eighty-one (81) degrees Thirty-nine (39) minutes East Three Hundred

-2-

596

Fifty-eight and Eighty Hundredths (358.80) feet, thence by land of James Morrison as follows: North Nineteen (19) degrees Forty-four (44) minutes West Fifty-nine and Twenty-two Hundredths (59.22) feet, North Eighteen (18) degrees Twenty-three (23) minutes West Fifty-nine and Six Hundredths (59.06) feet, North Fifteen (15) degrees Eight (8) minutes West Fifty-eight and Eight Hundredths (58.08) feet to the starting point. The herein described lot is delineated in red on a plan hereto attached (R. P. Hunt Surveys Limited Dwg. No. 1123-1) and contains an area of Eighty Thousand Seven Hundred Thirty-seven (80,737) square feet, Bearings given are from the Magnetic Meridian.



3 501 1963

A

SCHEDULE "A"DESCRIPTION OF LAND BEING CONVEYED FROM CONSTANCE FINN TO
RICK BRAKE, PETRIES STREET.*Excepting*

All that certain lot piece or parcel of land situate lying and being on the southern side of Petries Street in the City of Corner Brook, being bounded and described as follows, that is to say:

The starting point can be found by running north thirty-one degrees eighteen minutes west ($N 31^{\circ} - 18' W$) two hundred thirty-nine and fifty-four hundredths (239.54) feet from a Hydrant on the northern side of Petries Street near property bearing Municipal No 102,

Thence from the above described starting point by property of Rick Brake as follows, north eighty-nine degrees forty-three minutes west ($N 89^{\circ} - 43' W$) one hundred ten (110.00) feet, south fifteen degrees eight minutes east ($S 15^{\circ} - 08' E$) fifty-eight and ^{eight} hundredths (58.08) feet, thence by property of the Vendor as follows, south eighty-seven degrees forty-seven minutes west ($S 87^{\circ} - 47' W$) thirty (30.00) feet, north fifteen degrees eight minutes west ($N 15^{\circ} - 08' W$) seventy-four and fifty-seven hundredths (74.57) feet, south eighty-nine degrees forty-three minutes east ($S 89^{\circ} - 43' E$) one hundred forty and ninety-one hundredths (140.91) feet, thence along the southern side of Petries Street south thirteen degrees east ($S 13^{\circ} - 00' E$) fifteen (15.00) feet to the starting point.

The herein described lot is shown and delineated in red on a plan hereto attached and contains an area of three thousand seven hundred seventy-one (3,771.00) square feet.

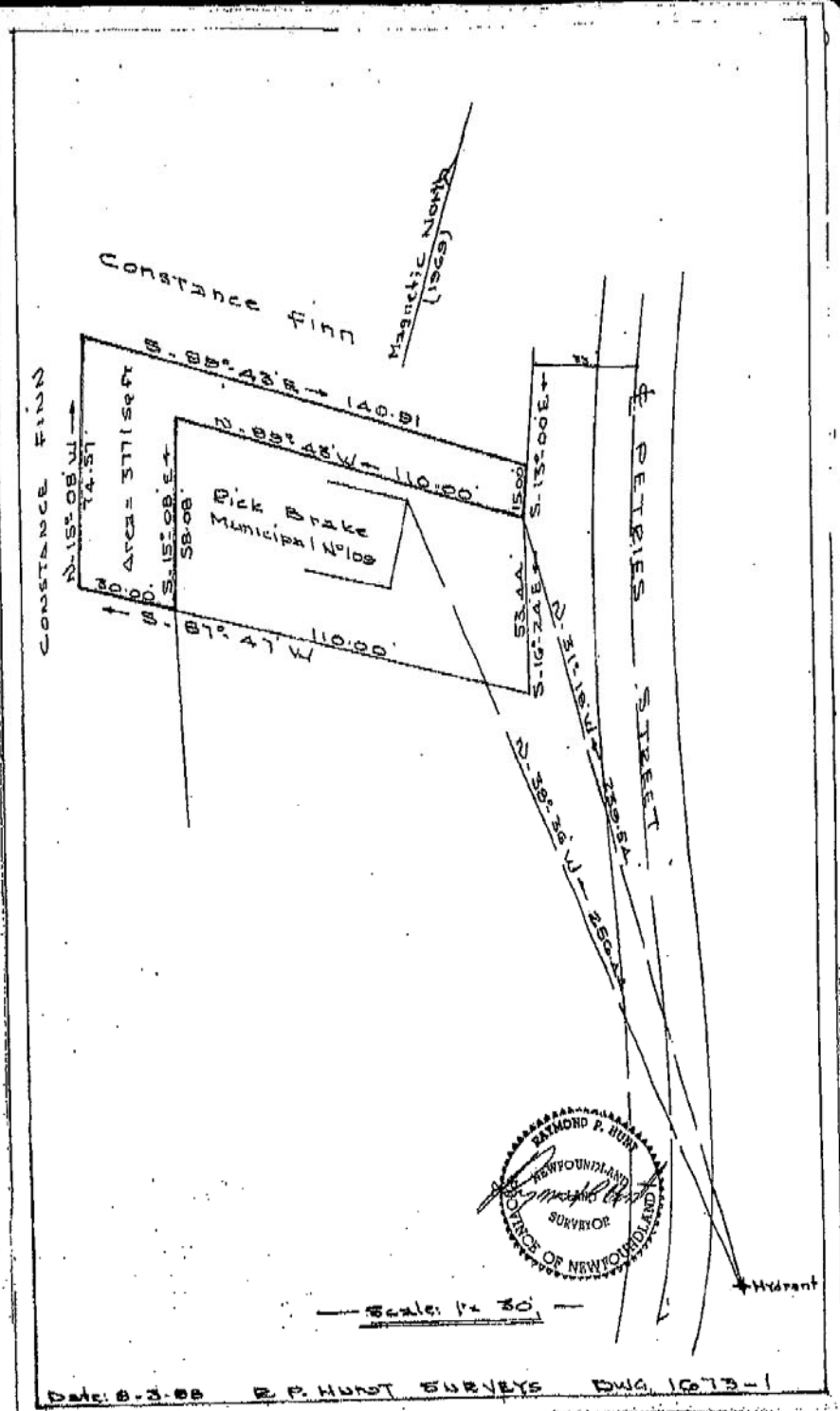
Bearings are from the magnetic meridian as observed in 1969.

Exhibit 1

3

504

1 9 6 4





Schedule "A"



LEGEND

Location of Land
Survey Master June 3 2021



NOTES

1. Unless otherwise noted, all dimensions are in metres.
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.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction
Gearyville Road - Parcel ID 045644

DRAWN BY:

DATE:
08-03-2021

SCALE:
1:750

FIGURE:
1

APPROVED BY:
BDUFFY

COORD SYS:
NAD 1983 MTM ZONE 3

ZONE:
OS

REVISION:
0



Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpx

Corner Brook City Council
Gearyville Road
PID 0456447045649

DESCRIPTION OF ~~LOT B~~ LAND FOR GREEN LANTERN WHOLESALERS LIMITED, GEARYVILLE

All that certain lot, piece or parcel of land situate, lying and being on the Eastern side of Gearyville Road in the City of Corner Brook, Newfoundland, being bounded and described as follows, that is to say:

The starting point being the intersection of the Eastern side of Gearyville Road with the Northern boundary of the Corner Brook Land Titles Act.

Thence from the above described starting point along the Eastern side of Gearyville Road in a Southwesterly direction two hundred and nine and two tenths (209.2) feet. Thence at right angles in a Southeasterly direction fifty-eight and fifty-nine hundredths (58.59) feet. Thence at an angle of eighty-seven degrees thirty minutes one second ($87^{\circ} 30' 01''$) in a Northeasterly direction two hundred and sixteen and sixty-eight hundredths (216.68) feet to the Northern boundary of the Corner Brook Land Titles Act aforesaid. Thence along said boundary in a Northwesterly direction forty-nine and sixty-eight hundredths (49.68) feet to the starting point.

The herein described lot is shown delineated in red on a plan no. 281752 hereto attached whereon it is marked lot "B" and contains in area eleven thousand four hundred and eighty-two (11,482) square feet.

Also all that piece or parcel of land bounded and described as follows:

The starting point can be found running at right angles from Gearyville Road in a Northwesterly direction fifteen (15) feet from the most Southwest angle of the above described lot "B".

Thence from the above described starting point along the Western

- 2 -

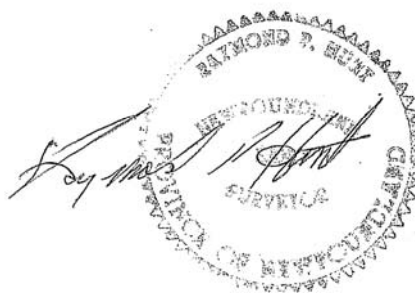
side of Gearyville Road in a Northeasterly direction one hundred and thirty-seven (137) feet. Thence at right angles in a Northwesterly direction fifty-five (55) feet. Thence at right angles in a Northeasterly direction fifty-two and thirty-three hundredths (52.33) feet. Thence at an angle of eighty-two degrees forty-five minutes nineteen seconds ($82^{\circ} 45' 19''$) in a Northwesterly direction sixty-eight and sixty-one hundredths (68.61) feet to a point twenty-five (25) feet from the centerline of the Canadian National Railway. Thence parallel to and twenty-five (25) feet from centerline of Railway in a Southwesterly direction thirty-five and seventy-six hundredths (35.76) feet to the beginning of a curve having a radius of nineteen hundred and ^{thirty-five} ~~ten~~ and one tenth (1,910.1) feet. Thence along the curve Southwesterly at twenty-five (25) feet from the centerline of the Railway, one hundred and twelve (112) feet. Thence in ^a Southeasterly direction radial to curve eight (8) feet. Thence at an angle of eighty-eight degrees forty-four minutes thirty seconds ($88^{\circ} 44' 30''$) in a Southerly direction eighty-five and thirty-two hundredths (85.32) feet. Thence at an angle of eighty-eight degrees forty-four minutes thirty seconds ($88^{\circ} 44' 30''$) in a Northwesterly direction eight (8) feet to a point twenty-five (25) from the Centerline of the Railway. Thence continuing Southwesterly at twenty-five (25) feet from Centerline of Railway and on said curve seventy-seven and fifty-eight hundredths (77.58) feet to end of curve. Thence continuing ^{Seventeen Hundredths} eleven and ¹⁷ ~~eight-tenths~~ (11.8) feet Southwesterly. Thence at an angle of ^{four} ~~ninety-three~~ degrees ^{FOURTEEN} ~~one~~ minute ⁹⁴⁻¹⁴ ~~(93-01')~~ Southeasterly nineteen and ninety-four hundredths (19.94) feet. Thence at right angles Northeasterly one hundred and thirty-seven (137) feet.

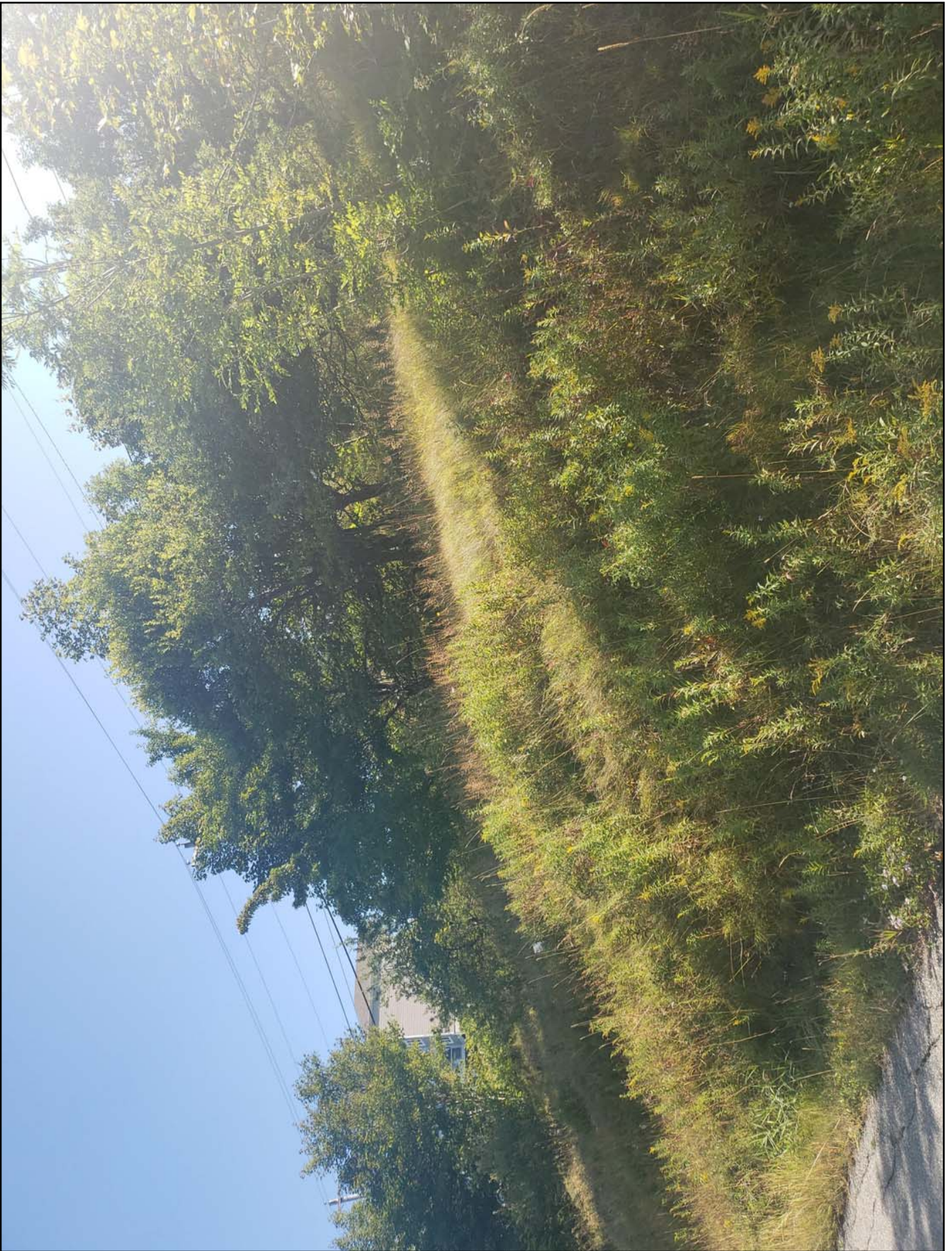
- 3 -

Thence at right angles Southeasterly fifty-five (55) feet to the starting point.

The herein described lot is shown delineated in red on a plan
281752 hereto attached marked lot "A" and contains in area nineteen thousand
EIGHT ^{Three} ⁸⁰³ nine hundred and [^]seventy-three (19,973) square feet.




10 March 1966.





Schedule "A"



LEGEND	NOTES				
Location of Land Survey Master June 3 2021	 <ol style="list-style-type: none"> 1. Unless otherwise noted, all dimensions are in metres. 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. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available 				
		2021 Tax Auction Gearyville Road - Parcel ID 045649			
DRAWN BY:	DATE:	SCALE:	FIGURE:		
BDUFFY	08-03-2021	1:750	1		
APPROVED BY:	COORD SYS:	ZONE:	REVISION:		
BDUFFY	NAD 1983 MTM ZONE 3	OS	0		

Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpg

Corner Brook City Council
 Gearyville Road
 PID 0456447045649

DESCRIPTION OF ~~LOT B~~ LAND FOR GREEN LANTERN WHOLESALERS LIMITED, GEARYVILLE

All that certain lot, piece or parcel of land situate, lying and being on the Eastern side of Gearyville Road in the City of Corner Brook, Newfoundland, being bounded and described as follows, that is to say:

The starting point being the intersection of the Eastern side of Gearyville Road with the Northern boundary of the Corner Brook Land Titles Act.

Thence from the above described starting point along the Eastern side of Gearyville Road in a Southwesterly direction two hundred and nine and two tenths (209.2) feet. Thence at right angles in a Southeasterly direction fifty-eight and fifty-nine hundredths (58.59) feet. Thence at an angle of eighty-seven degrees thirty minutes one second ($87^{\circ} 30' 01''$) in a Northeasterly direction two hundred and sixteen and sixty-eight hundredths (216.68) feet to the Northern boundary of the Corner Brook Land Titles Act aforesaid. Thence along said boundary in a Northwesterly direction forty-nine and sixty-eight hundredths (49.68) feet to the starting point.

The herein described lot is shown delineated in red on a plan no. 281752 hereto attached whereon it is marked lot "B" and contains in area eleven thousand four hundred and eighty-two (11,482) square feet.

Also all that piece or parcel of land bounded and described as follows:

The starting point can be found running at right angles from Gearyville Road in a Northwesterly direction fifteen (15) feet from the most Southwest angle of the above described lot "B".

Thence from the above described starting point along the Western

- 2 -

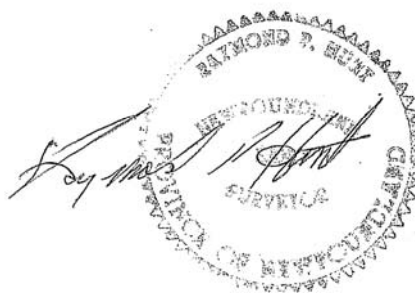
side of Gearyville Road in a Northeasterly direction one hundred and thirty-seven (137) feet. Thence at right angles in a Northwesterly direction fifty-five (55) feet. Thence at right angles in a Northeasterly direction fifty-two and thirty-three hundredths (52.33) feet. Thence at an angle of eighty-two degrees forty-five minutes nineteen seconds ($82^{\circ} 45' 19''$) in a Northwesterly direction sixty-eight and sixty-one hundredths (68.61) feet to a point twenty-five (25) feet from the centerline of the Canadian National Railway. Thence parallel to and twenty-five (25) feet from centerline of Railway in a Southwesterly direction thirty-five and seventy-six hundredths (35.76) feet to the beginning of a curve having a radius of nineteen hundred and ^{thirty-five} ~~ten~~ and one tenth (1,910.1) feet. Thence along the curve Southwesterly at twenty-five (25) feet from the centerline of the Railway, one hundred and twelve (112) feet. Thence in ^a Southeasterly direction radial to curve eight (8) feet. Thence at an angle of eighty-eight degrees forty-four minutes thirty seconds ($88^{\circ} 44' 30''$) in a Southerly direction eighty-five and thirty-two hundredths (85.32) feet. Thence at an angle of eighty-eight degrees forty-four minutes thirty seconds ($88^{\circ} 44' 30''$) in a Northwesterly direction eight (8) feet to a point twenty-five (25) from the Centerline of the Railway. Thence continuing Southwesterly at twenty-five (25) feet from Centerline of Railway and on said curve seventy-seven and fifty-eight hundredths (77.58) feet to end of curve. Thence continuing ^{Seventeen Hundredths} eleven and ¹⁷ ~~eight-tenths~~ (11.8) feet Southwesterly. Thence at an angle of ^{four} ~~ninety-three~~ degrees ^{FOURTEEN} ~~one~~ minute ⁹⁴⁻¹⁴ ~~(93-01')~~ Southeasterly nineteen and ninety-four hundredths (19.94) feet. Thence at right angles Northeasterly one hundred and thirty-seven (137) feet.

- 3 -

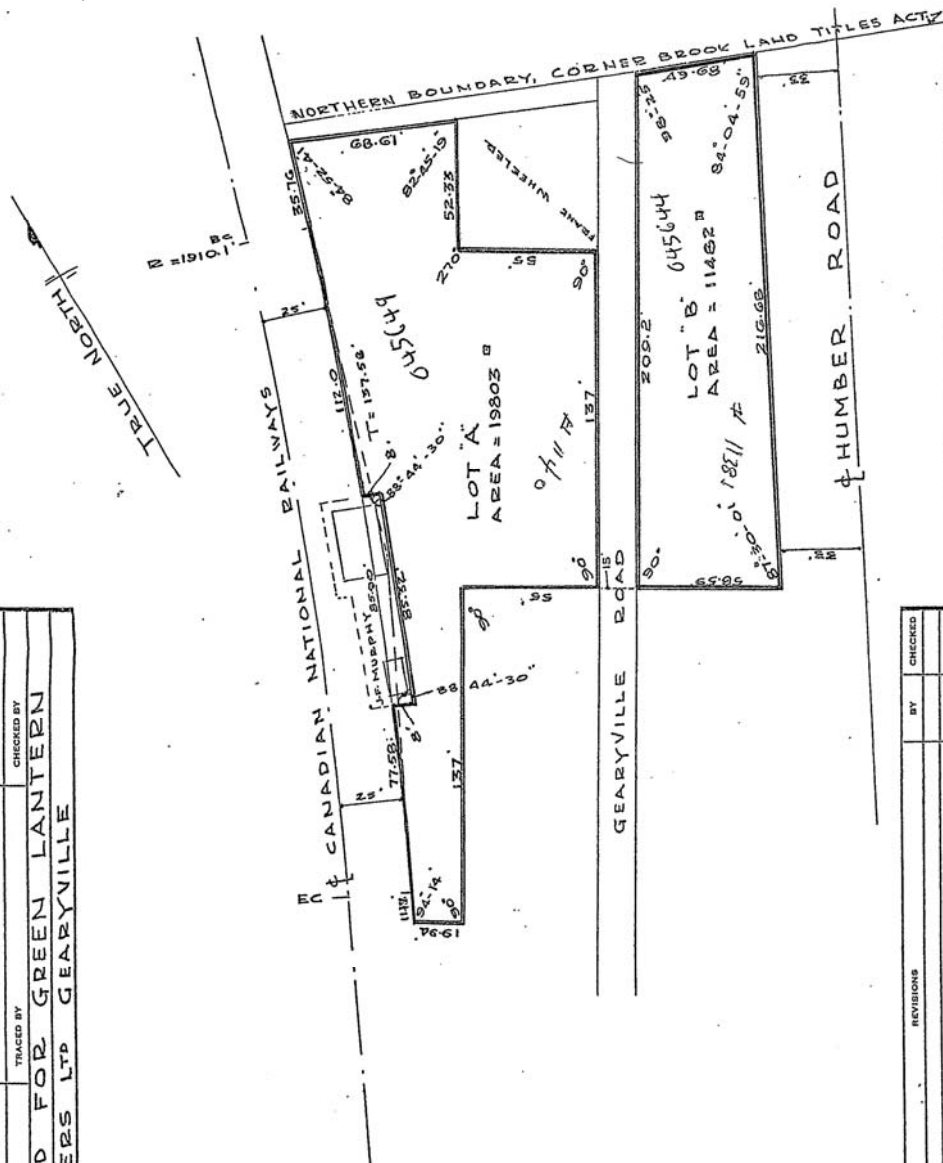
Thence at right angles Southeasterly fifty-five (55) feet to the starting point.

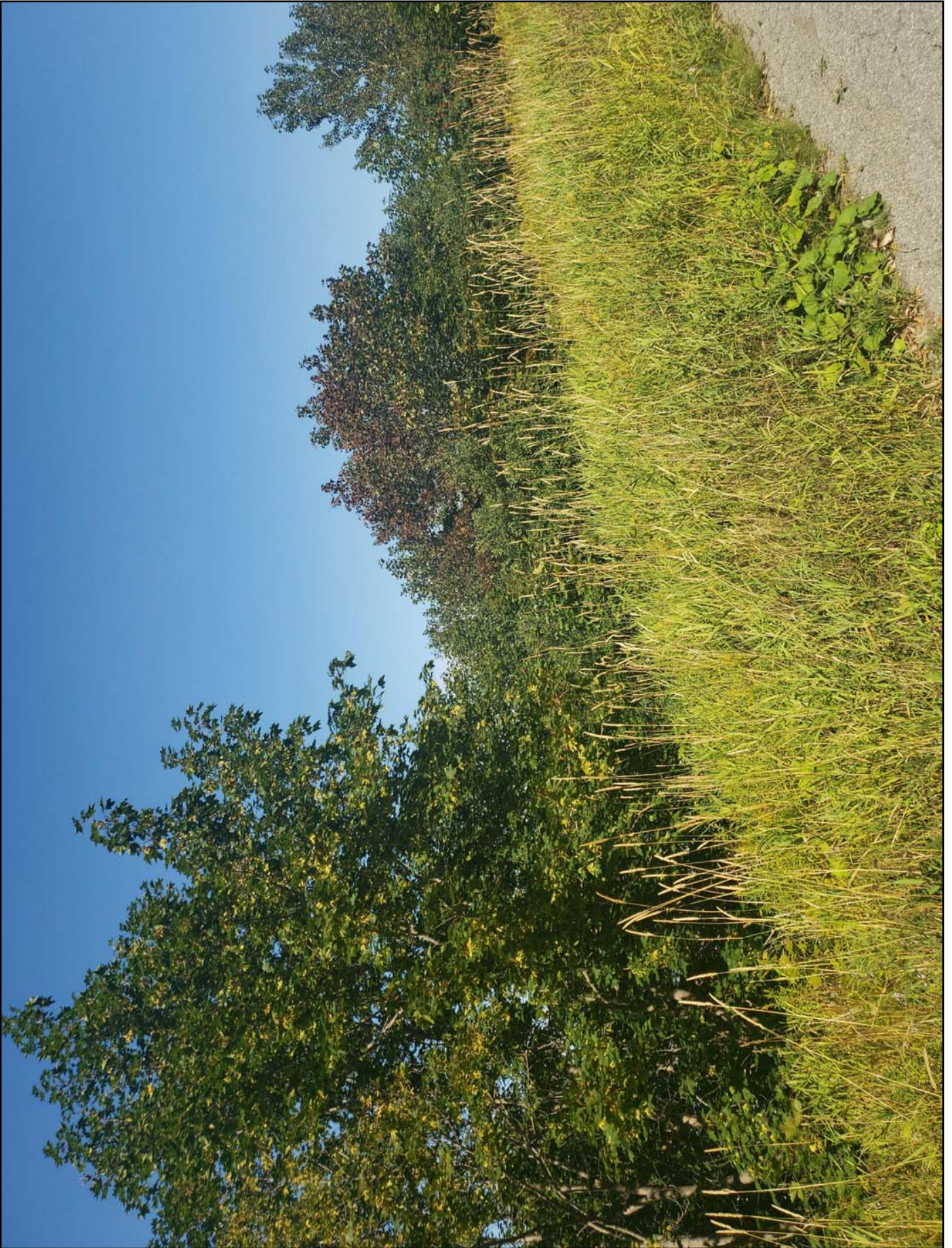
The herein described lot is shown delineated in red on a plan
281752 hereto attached marked lot "A" and contains in area nineteen thousand
EIGHT ^{Three} ⁸⁰³ nine hundred and [^]seventy-three (19,973) square feet.

10 March 1966.

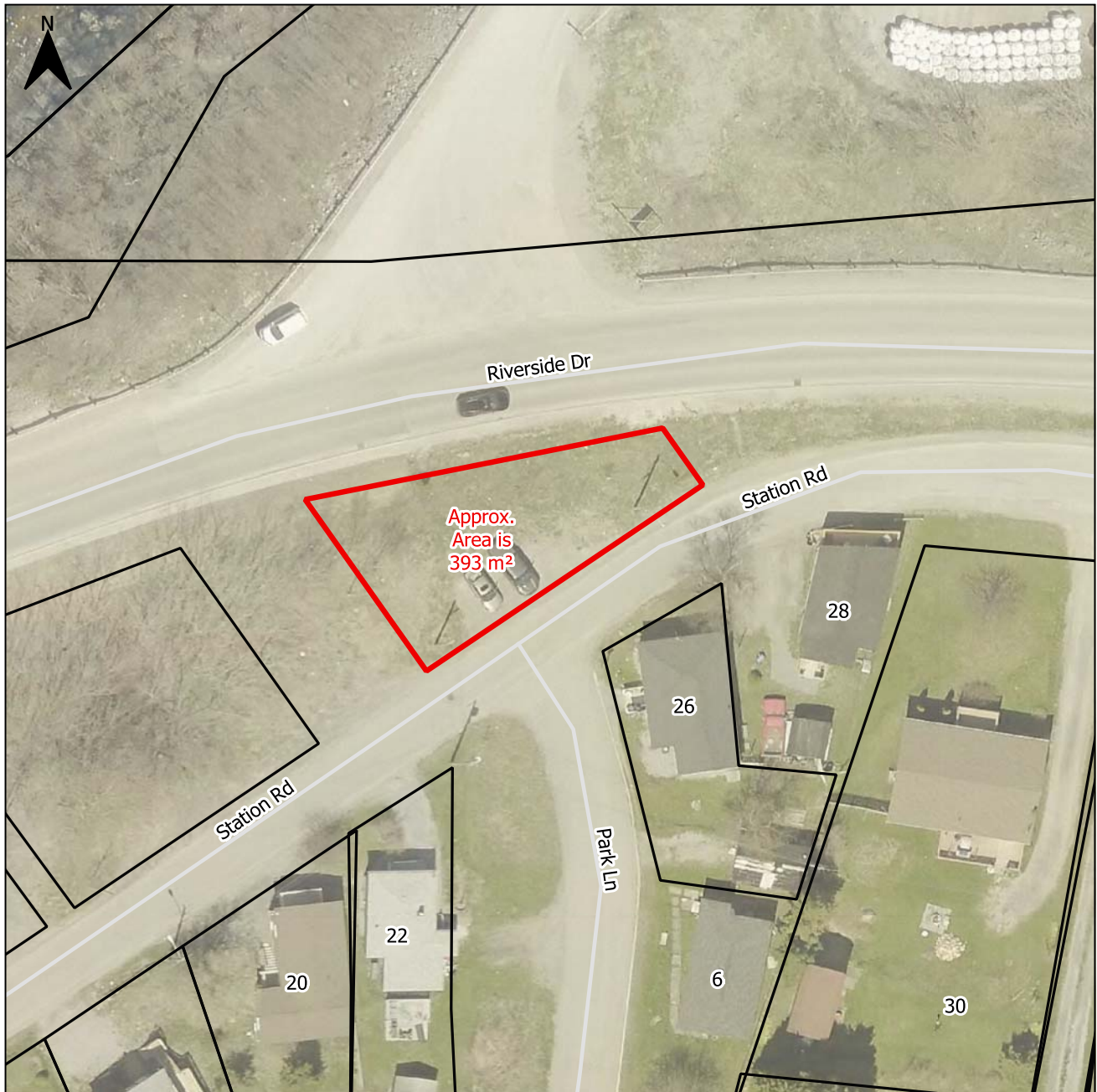


BOWATER'S NEWFOUNDLAND PULP & PAPER MILLS LTD. CORNER BROOK NFD.			
SCALE: 1" = 40'	DATE AUG 1965	JOB. NO.	
DRAWN BY E. HUNT	TRACED BY	CHECKED BY	
SUB. ECT	LAND FOR GREEN LANTERN		
WHOLESALERS LTD GEARYVILLE			

[illegible]



Schedule "A"



LEGEND

Location of Land
Survey Master June 3 2021



NOTES

1. Unless otherwise noted, all dimensions are in metres.
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.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction
Station Road - Parcel ID 049689

DRAWN BY:

DATE:
08-03-2021

SCALE:
1:500

FIGURE:
1

APPROVED BY:
BDUFFY

COORD SYS:
NAD 1983 MTM ZONE 3

ZONE:
OS

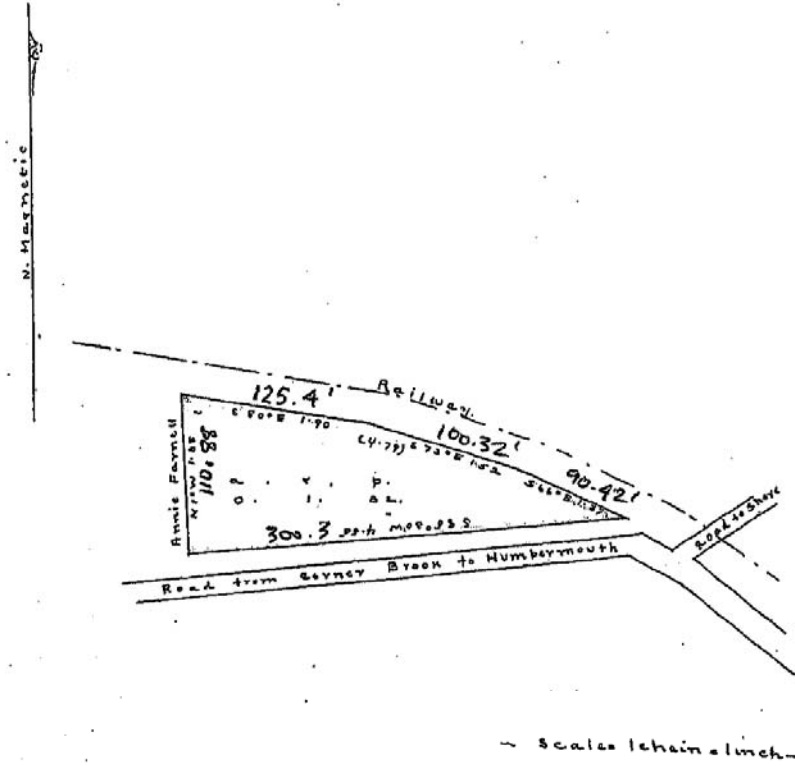
REVISION:
0

Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpx

SCANNED COPY

10011504 PID

186






Sgd J A Oliff.

Minister of Agriculture and Mines.



Schedule "A"

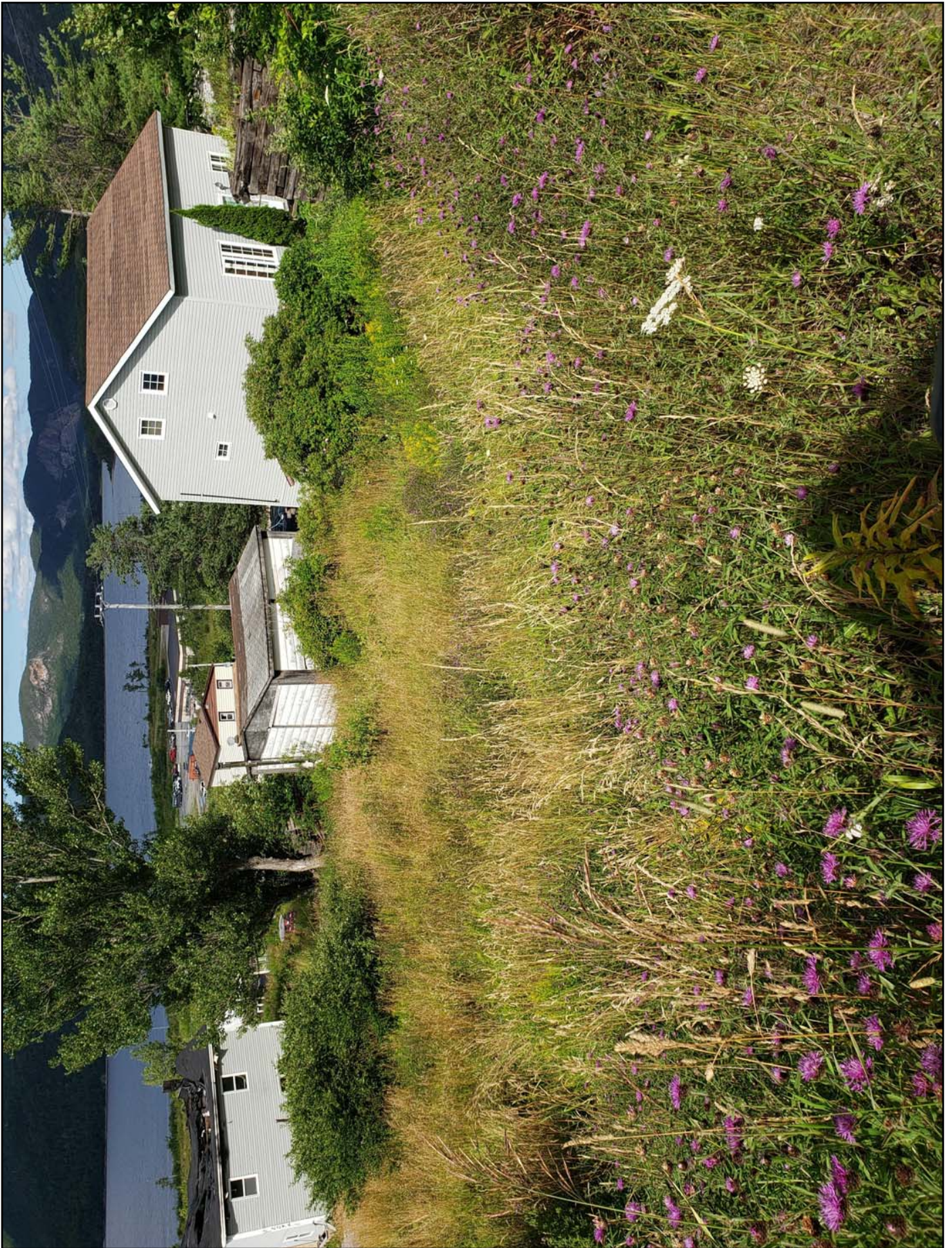


LEGEND		NOTES							
Location of Land  Survey Master June 3 2021		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available		2021 Tax Auction 233 Humber Road - Parcel ID 046773					
				DRAWN BY:		DATE: 08-03-2021	SCALE: 1:500	FIGURE: 1	
				APPROVED BY: BDUFFY		COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0	
									

Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpg

SCHEDULE "A"

ALL THAT piece or parcel of land situate at Humbermouth, bounded and abutted as follows, that is to say, commencing at its South-West angle, marked "A" on the attached plan, which point lies on the North boundary line of the Corner Brook-Deer Lake Highroad, and abutts the South East angle of land of Samuel Ford, thence it continues by land of the said Samuel Ford North twenty eight degrees thirty minutes East measuring twenty-four (24) feet more or less, and North forty four degrees East measuring twenty-eight (28) feet more or less; thence by land of the said Samuel Ford South forty degrees thirty minutes East measuring forty-five (45) feet more or less, and by land of Garland Park measuring Four (4) feet more or less; thence by land of Garland Park South forty nine degrees West measuring forty-eight (48) feet more or less; thence by and along the North boundary line of the said Highroad North-Westerly measuring forty-three (43) feet more or less to the place of commencement, with everything therein and thereon.



Schedule "A"



LEGEND	NOTES				
Location of Land Survey Master June 3 2021	<div data-bbox="451 1606 495 1648" data-label="Image"></div> <p>1. Unless otherwise noted, all dimensions are in metres. 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. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available</p>	<div data-bbox="1031 1585 1291 1669" data-label="Image"></div>			
		<p align="center">2021 Tax Auction Ezekiels Lane - Parcel ID 208836</p>			
		DRAWN BY:	DATE: 08-03-2021	SCALE: 1:750	FIGURE: 1
<div data-bbox="154 1837 844 1890" data-label="Figure"></div>		APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD/OS	REVISION: 0

Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpx

Schedule A

DESCRIPTION OF LAND FOR

GARY EVOY
Moores Lane
Corner Brook

All that piece or parcel of land lying north of Humber Road, and south of Moores Lane, in the City of Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a point on the southerly limit of Moores Lane, the said point being the easterly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,424,834.873 and East 345,967.406;

RUNNING THENCE from the above described point of beginning by the southerly limit of Moores Lane, south eighty four degrees thirty six minutes twelve seconds west (S 84° 36' 12" W) seventeen decimal zero seven zero (17.070) metres, to a point, and along a curve having a radius of forty two decimal seven (42.7) metres, to a point being distant twenty two decimal eight one three (22.813) metres, as measured on a bearing of north seventy nine degrees fifty four minutes forty three seconds west (N 79° 54' 43" W) from the last mentioned point;

THENCE RUNNING by land of the City of Corner Brook, south sixteen degrees fifty nine minutes thirty five seconds west (S 16° 59' 35" W) sixty decimal two four seven (60.247) metres;

THENCE RUNNING by Crown Land, south eighty one degrees seven minutes five seconds east (S 81° 07' 05" E) seventeen decimal five five zero (17.550) metres;

THENCE RUNNING by land of Albert Buckle, north sixteen degrees fifty nine minutes thirty five seconds east (N 16° 59' 35" E) thirty eight decimal seven six nine (38.769) metres, and south eighty two degrees fifteen minutes twenty seconds east (S 82° 15' 20" E) twenty one decimal three three four (21.334) metres;

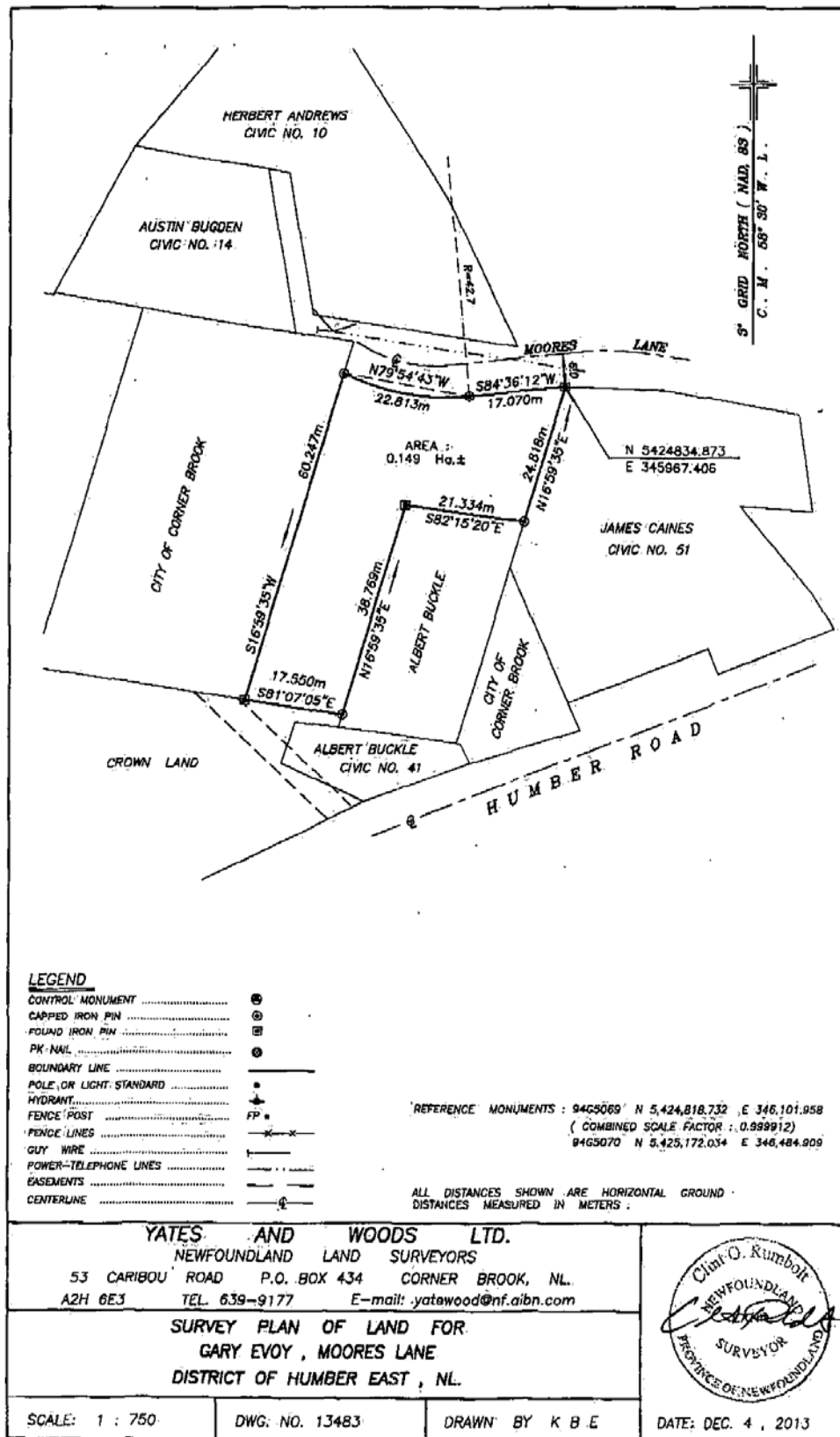
THENCE RUNNING by land of James Caines, north sixteen degrees fifty nine minutes thirty five seconds east (N 16° 59' 35" E) twenty four decimal eight one eight (24.818) metres, more or less, to the point of beginning;

Containing an area of zero decimal one four nine (0.149) hectare, more or less, and being more particularly shown on Yates and Woods Limited drawing no. 13483, dated December 4, 2013;

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

Yates and Woods Limited







Schedule "A"



LEGEND

Location of Land
Survey Master June 3 2021



NOTES

1. Unless otherwise noted, all dimensions are in metres.
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.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



2021 Tax Auction
8 Batstones Lane - Parcel ID 042772

DRAWN BY:

DATE:
08-03-2021

SCALE:
1:500

FIGURE:
1

APPROVED BY:
BDUFFY

COORD SYS:
NAD 1983 MTM ZONE 3

ZONE:
DTR

REVISION:
0



Project Path: M:\Land Management\Tax Sales 2017\2020\2021 Tax Auction.gpx

2

507

399

"A"

SCHEDULE "B"

ALL THAT piece or parcel of land lying west of Batstones Lane in the City of Corner Brook and being further bounded and described as follows:

Starting at a point, said point being found by running from the easterly corner of the concrete foundation under the dwelling of Irving Batstone south fourteen (14) degrees twenty-eight (28) minutes twenty-eight (28) seconds west thirty-seven and eighteen hundredths (37.18) feet;

Running thence from the above described starting point by land of Irving Batstone north sixty-four (64) degrees forty-nine (49) minutes thirty-six (36) seconds east forty-seven and twenty-nine hundredths (47.29) feet;

Thence along the westerly limit of Batstones Road south twenty-four (24) degrees thirty-nine (39) seconds east forty-one and eighty-one hundredths (41.81) feet;

Thence by land of Douglas Watson south sixty-eight (68) degrees forty-six (46) minutes twenty-two (22) seconds west forty-seven and seventy-five hundredths (47.75) feet and north twenty-three (23) degrees twenty-four (24) minutes twelve (12) seconds west thirty-eight and fifty-three hundredths (38.53) feet to the starting point;

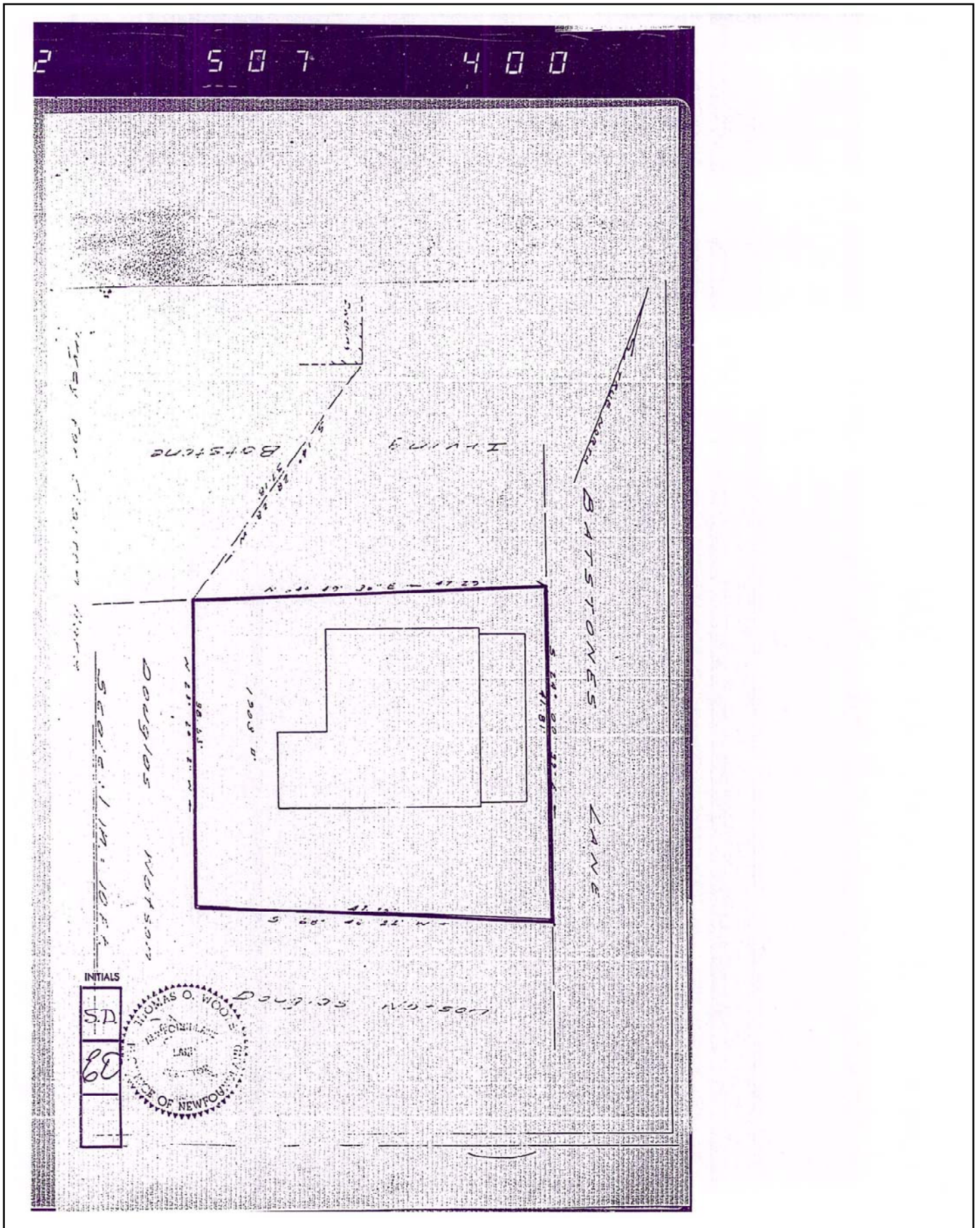
Containing in all one thousand nine hundred eight (1908) square feet more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red.

INITIALS

SD.
SL

All bearings given are from the True North. Registered... 4 day May
A.D. 19 88... at 11:45 o'clock A.M. in
Roll... 507 Frame 289
Fec Paid 6200... Rec. No. 470417.

Registrar of Deeds (Nfld.)





Auction Process

1. There are three officials from the City of Corner Brook carrying out the auction. One official will conduct the auction and accept bids; the second official will acknowledge each bidder who has indicated their intention to place a bid in accordance with clause 5 below; and the third official will be recording each bid submitted for each property being offered for sale at this auction;
2. Purchasers will be required to submit cash, certified cheque or bank draft for the required deposit;
3. At the conclusion of each property offering at the auction, the successful bidder must pay down an immediate deposit by cash or certified cheque of \$500.00 and shall immediately sign an Agreement of Purchase and Sale. The successful bidder will then be given until 5:00 pm of the same day to bring the remaining deposit that is sufficient enough to represent 10% of the purchase price or in the case where the purchase price is less than \$5000.00, the \$500.00 deposit paid upon the signing of the Agreement of Purchase and Sale shall be sufficient. The balance of the purchase price shall be due on closing.
4. An individual must be registered and have a "number" assigned to him/her, in order to bid on a property;
5. When bidding on a property, each individual is required to raise the number assigned to him or her above their head and wait to be acknowledged by a representative from the City seated at the auction table;
6. Once bidding has commenced on one of the properties listed in clause 8 below, no more registrations will be accepted for those individuals interested in submitting a bid on said property;
7. The properties will be auctioned in the following order:
 - To be Determined
8. In accordance with the City of Corner Brook Act, R.S.N.L. 1990, c. C-15 the following stipulation shall apply, as per section 162.5 (3); the City, by an official or agent, may bid for and purchase real property being sold to satisfy taxes, interest and other expenses due.
9. When bidding stops on a property being sold at this auction, the City will advise if the reserve price has not been satisfied and will continue accepting bids on the property. If no further bids are submitted and the reserve price has not been satisfied, the City may in accordance with the City of Corner Brook Act bid on the property, as stipulated in clause 9 above.

10. Any property not sold at this auction for an amount to satisfy any of the taxes, interest and expenses outstanding and is not purchased by the City of Corner Brook for said taxes, interest and expenses outstanding will be offered for sale at another place, date and time as specified in an advertisement in a local newspaper.
11. The City shall only supply the Purchaser with the survey and legal description of the Property which it has in its possession and should a new survey and legal description be required to complete the transaction, it shall be at the expense of the Purchaser.

AGREEMENT OF PURCHASE AND SALE

At the sale of auction made this day of the property described in the annexed Schedule marked "A" situate at **Location of Property and Parcel ID**, (the "Property") Corner Brook, NL, Canada, **Name of Purchaser** was the highest bidder for and was declared the Purchaser of the said property at a price of **(\$\$\$\$)** and the said Purchaser has paid into the hands of the City Clerk for the City of Corner Brook the sum of **(\$10% of bid amount)** by way of a deposit and, in part, payment of the purchase price as required in the Conditions of Sale read at the time of sale and the said Purchaser **HEREBY AGREES** to complete the purchase according to those Conditions (a copy of which said "Conditions of Sale" is attached hereto as Schedule "B").

DATED at the City of Corner Brook, in the Province of Newfoundland and Labrador, this _____ day of _____, 20____.

WITNESS

PURCHASER

CITY OF CORNER BROOK

WITNESS

Mayor or Deputy Mayor

WITNESS

City Clerk or City Manager

SCHEDULE "A"

LEGAL DESCRIPTION & SURVEY

SAMPLE

SCHEDULE "B"

CONDITIONS OF SALE

IN THE MATTER OF the sale by Public Auction of
the lands and premises of _____
situate at _____, Corner Brook, NL,
on the ____ day of _____, 20____, at _____ o'clock in
the fore/after-noon pursuant to a statutory Sale by
Auction under and by virtue of Sections 162.5 & 162.6 of the
City of Corner Brook Act, R.S.N.L 1990, c. C-15.

The conditions of sale of the property described in the annexed Schedule marked "A":

1. The property described in the annexed Schedule "A" (hereinafter the "Property") shall be sold in one (1) lot.
2. The highest bidder at the sale shall not necessarily be the Purchaser of the Property offered for sale.
3. The City of Corner Brook (hereinafter the "City") may bid at the public auction and/or place a reserve bid.
4. The City has the right to reject any and all bids, and the auction shall be conducted subject to this right. The City also reserves the right to cancel the auction process at any time without notice.
5. The Purchaser shall immediately, upon the Property being knocked down to him or her, sign the Agreement of Purchase and Sale and pay a deposit of Ten (10%) percent of the purchase price by cash, certified cheque or bank draft to the City and shall pay any balance of the purchase price to the City on closing.
6. This agreement shall be completed on or before the ____ day of _____, 20____, (hereinafter called the "closing" or "closing date").

7. The Property is to be conveyed subject to any claims of the Crown and any existing right of ways or easements located on and under The Property which shall include but not be limited to waterlines, sanitary and storm sewer systems. The Purchaser agrees to register the Deed with the Registry of Deeds for Newfoundland and Labrador forthwith after closing and to pay any costs of registration. In the event that the Buyer does not retain a lawyer to represent the Buyer on this purchase, the Buyer agrees that the cost of registration of the Deed will be added to the Purchase Price payable by the Buyer to the Sellers on closing and the Sellers will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Sellers having received the Registered Deed from the Registry of Deeds.
8. The City offers no representation or warranty whatsoever as to title or condition of the lands and premises to be sold pursuant to the public auction. The condition of the lands and premises is solely a matter of inspection by the prospective Purchaser prior to the public auction and the question of title is solely a matter of investigation by the Purchaser in accordance with the provisions of Clauses 10 and 11 of these conditions of sale.
9. The Purchaser shall have vacant possession, the latter of either the closing date or the date that vacant possession is available to the City.
10. In the case of the Purchaser making default in paying down the said deposit of Ten (10%) percent of the purchase price immediately upon the Property being knocked down to him or her, or fails to sign this Agreement of Purchase and Sale, the Property may be immediately again offered for sale and sold upon the terms and conditions herein contained.
11. If the Purchaser shall fail to comply with any of the conditions herein, the deposit and all other payments made on the purchase price shall be forfeited and the premises may be resold and the deficiency, if any, after such resale, together with all charges attending the same or occasioned by the default, including legal fees and disbursements incurred by the City are to be paid by the Purchaser.
12. Except in accordance with paragraph 11 hereof, the Property is being offered for sale **SUBJECT TO** claims of the Crown and easements and the Purchaser shall not make any objection to or requisition on account of any such lien or charge.

13. The Purchaser shall be allowed Ten (10) days from the date of the public auction to search title and if within that time he shall furnish the Solicitor for the City in writing with any claims of the Crown or easements which the said City shall be unable or unwilling to remove, then the deposit made by the Purchaser shall be returned and this Agreement shall be void and of no effect. If no written objections are received by the Solicitor for the City within the ten (10) day period, the Purchaser shall be deemed to have accepted the title of the City.
14. An HST Warranty and Affidavit shall not be provided by the City.
15. A Urea Formaldehyde Foam Insulation Warranty shall not be provided by the City.
16. The City shall only supply the Purchaser with the survey and legal description of the Property which it has in its possession and should a new survey and legal description be required to complete the transaction, it shall be at the expense of the Purchaser.
17. Time shall be of the essence of these conditions and of the Agreement of Purchase and Sale.
18. **AS IS/WHERE IS.**
 - a. The Purchaser acknowledges and agrees that the Property is being sold and The Purchaser is purchasing The Property on an *as is, where is* basis, and The City shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise. Not in any way limiting the generality of the foregoing, the Purchaser acknowledges and accepts that the City offers no warranties and makes no representations whatsoever regarding the existence or non-existence of hazardous materials and/or contamination on or in the Property that could be detrimental to the environment. The City assumes no liability or obligation with respect to the value, state or condition of the Property and any deficiencies therein or repairs, replacements or other work required with respect to the environmental condition of the Property.
 - b. The Purchaser acknowledges and agrees that the City make no representations or warranties of any kind express or implied that the present use or the future intended use by The Purchaser are or will be lawful or permitted or as to the suitability of The Property for the Development or any other use or

development.

19. **AUTHORIZATION**

Prior to closing, and at the sole expense of the Purchaser, the City shall permit the Purchaser to conduct an environmental assessment of the Property, which may involve a soil inspection including drilling and the removal of soil samples for the purpose of analysis. The Purchaser shall be responsible for all damage to the Property caused by all test and inspections performed by or on the Purchaser's behalf as contemplated in this section and all such damage shall be repaired to its original condition by the Purchaser at its sole expense. This obligation shall survive any termination of this agreement. It is **further understood and agreed** that:

- a. Any environmental assessment on the Property will be performed by a duly licensed environmental engineering firm; and
- b. The Purchaser shall have the option to terminate this agreement of Purchase and Sale with the City if the said environmental assessment performed by the duly licensed environmental engineering firm determines there is contamination on the Property that is beyond the amount of \$50,000 to remediate.

20. **CONFIDENTIALITY**

The Purchaser acknowledges, covenants and agrees that all information and documentation obtained by the Purchaser pertaining to the Property and all copies thereof together with any analysis, compilation, studies or other documents obtained by the Purchaser or its agents, representatives or employees which contain or otherwise reflect such information or documentation (collectively the "Confidential Information") is confidential and as such:

- a. Will be kept confidential and will not be:
 - i. Used in any way detrimental to the City or the owner;
 - ii. Used by the Purchaser, or any of its agents, representatives or employees, for any purpose other than in connection with the contemplated purchase of the Property and the financing thereof.
- b. Nothing herein shall restrict or prohibit the Purchaser from disclosing Confidential Information to its consultants, advisors, agents, lenders and solicitors so long as such parties agree to keep such Confidential Information confidential or the Purchaser receives such other assurances which are acceptable to it. The Confidential Information referred to in this Section shall not include:
 - i. Public information or information in the public domain at the time of receipt by a party or its consultants, agents, advisors and solicitors;
 - ii. Information which becomes public through no fault or act of a party or its consultants, agents, advisors or solicitors; or

- iii. Information received in good faith from a third party lawfully in the possession of the information and not in breach of any confidential obligations.

21. **INDEMNIFICATION**

That, notwithstanding any other terms, covenants and conditions contained in this Agreement, the Purchaser shall indemnify the City and its officers, employees, contractors and agents and save each of them harmless from and against any and all loss, claims, actions, damages, liability and expenses in connection with loss of life, personal injury, damage to Property or any other loss or injury whatsoever arising from or out of use of the Property for inspection purposes or any occurrence in, upon or on the Property, if occasioned by any act or omission of the Purchaser or by anyone permitted to be on the Property in such capacity as a contractor, agent, employee or representative of the Purchaser. If the City or any one or more of the above named persons shall, without fault on its part, be made a party to any litigation commenced by or against the Purchaser, then, the Purchaser shall protect, indemnify and hold the City and all such persons harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the City and all such persons in connection with any such litigation. The Purchaser shall pay all costs, expenses and legal fees (on a solicitor-client basis) that may be incurred or paid by the City in enforcing the terms, covenants and conditions of the Agreement.

22. **SURVIVE CLOSING**

All warranties, representations, indemnities, and "save harmless" provisions contained in this agreement shall survive closing unless otherwise stated in this agreement.

23. **OVERDUE PAYMENTS**

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

24. **BINDING**

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

25. **NO COLLATERAL AGREEMENTS**

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

26. **SEVERABILITY**

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

27. **JURISDICTION**

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

28. **DOCUMENTS**

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

29. **GENDER/NUMBERS**

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

30. **HEADINGS**

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

SAMPLE



Request for Decision (RFD)

Subject: Taxes & AR Write Off

To: Rodney Cumby
Meeting: Committee of the Whole - 09 Aug 2021
Department: Treasury Services
Staff Contact: Dale Park, Director of Finance & Administration
Topic Overview:
Attachments: [2021 Write off list redacted](#)

BACKGROUND INFORMATION:

The City attempts to collect all taxes, charges and expenses that are billed. In some cases, there are some accounts that are not able to be collected for various reasons. The City maintains an annual allowance for doubtful accounts to provide for the write off of various accounts. The write offs are for accounts in which there is no, or limited opportunity, to be able to recover any additional funds. In total there are 42 accounts to be written off ranging from \$ 120.00 to \$ 21,000.

PROPOSED RESOLUTION:

It is RESOLVED to approve the write off of \$105,038.08 for the 42 accounts provided in the attached list.

FINANCIAL IMPACT:

An allowance for doubtful accounts exists with \$665,884.80 that will be utilized for these write-offs.

Finance Type: Budget

Legal Review: Yes

LEGAL REVIEW:

Various accounts have been referred to Legal for review and collection efforts.

RECOMMENDATION:

Staff recommend the write of the identified accounts as all reasonable collection methods have been exhausted.

Director of Finance & Administration Approved - 04 Aug 2021
 Executive Assistant Approved - 05 Aug 2021

City Manager

Outstanding	Notes
\$6,211.89	Restaurant closed 2019, open for 6 months
\$8,664.90	closed 2018
\$356.12	closed July 2018
\$1,094.31	store closed 2020
\$1,326.68	Restaurant closed
\$514.19	Business closed
\$3,966.50	Closed 2018
\$687.97	cost from 2016
\$514.32	Closed
\$6,920.83	Business closed May 2016
\$2,557.18	Business closed
\$1,982.38	Business Closed - animal grooming
\$343.24	Business Closed
\$21,090.86	Closed Receivable \$3163.30/Business Tax \$17954.56 2018
\$929.57	Closed 2019
\$1,530.23	Closed
\$3,386.21	Received Bankruptcy papers
\$3,565.82	Business closed/Bankruptcy papers
\$2,015.19	closed 2018
\$270.00	Closed 2017
\$555.87	Closed 2018
\$548.49	Closed 2020
\$558.61	Closed 2019
\$654.83	Closed 2017
\$808.74	Closed 2016
\$1,091.33	Closed 2019 Moved
\$4,535.78	Closed 2019 - Address unknown
\$8,838.33	Closed 2020
\$855.88	Closed/Mail Returned
\$917.54	Closed/unable to locate
\$120.47	Water on/off. 2019 Deceased/home sold
\$607.08	Damages 2016

\$88,021.34

Out of Jurisdiction	
\$1,796.59	Out of Jurisdiction December 2018
\$2,050.11	Out of Jurisdiction December 2020
\$1,830.50	Out of Jurisdiction 2020
\$1,618.77	Out of Jurisdiction 2019
\$1,122.20	Out of Jurisdiction 2018
\$1,683.36	Out of Jurisdiction 2019
\$1,812.71	Out of Jurisdiction 2019
\$2,177.21	Out of Jurisdiction 2018
\$1,803.28	Out of Jurisdiction 2019
\$1,122.01	Out of Jurisdiction 2020

\$17,016.74



Information Report (IR)

Subject: Capital Project Updates

To: Rodney Cumby

Meeting: Committee of the Whole - 09 Aug 2021

Department: Engineering

Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning

Topic Overview: This report is intended to serve as an update on Capital Projects that may be of interest to the public and Council.

BACKGROUND INFORMATION:

Corner Brook Regional Recreation Centre

Staff continue to work with the Owners Advisor and Grenfell staff to develop a design build contract with the highest scoring proponent as a result the Request for Proposals (RFP) process.

Staff continues to develop an operating model based on the results of the Expression of Interest (EOI) process which closed on July 29th, with input from our Operational Consultant and partner communities.

2021 Asphalt Program

The \$2,000,000 asphalt program for 2021 is now in full swing and is around 30% complete. It is expected that the main program, excluding patching, will be complete by the end of September. Stay tuned for updates regarding progress and where the contractor will work next.

St. Mary's Brook Culvert Replacement

It is expected that this project will be tendered in the next 2 weeks with construction starting in mid-September.

Mt. Bernard Sanitary Sewer Study

The study is now complete and has been passed along to the Provincial Government for consideration and direction.

Steady Brook Water Study

The study is currently well underway and staff are expecting a project update in the coming days.

Multi Year Capital Projects (2020-2023)

Staff has submitted a list of Council approved projects to the Province for consideration including: Johnson Avenue storm sewer replacement, retaining wall replacements, a transportation study and intersection upgrades.

It is anticipated that formal approval to proceed with the projects is forthcoming.

Director of Community, Engineering, Approved - 04 Aug 2021
Development & Planning

Executive Assistant Approved - 05 Aug 2021

City Manager



Request for Decision (RFD)

Subject: Confederation/West Valley Roundabout Change Order 1

To: Dale Park
Meeting: Committee of the Whole - 09 Aug 2021
Department: Engineering
Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning
Topic Overview: End of project balancing change order with 4 additional items of work. Extra work was required to remove unsuitable material as outlined in the attached. This change order will result in a decrease in the contract for \$28,490.07 (HST Included).
Attachments: [CB Roundabout - CCO#1 Signed](#)

BACKGROUND INFORMATION:

During Construction of the road structure, additional work was required to remove unsuitable material, however, a number of items were removed from the contract including some landscaping requirements and underground conduit.

PROPOSED RESOLUTION:

Approve the contract Change Order No. 1 between the Owner (City of Corner Brook) and Contractor (Marine Contractors Inc.) for the Confederation/West Valley Roundabout for a decrease in Contract for \$28,490.07 (HST Included).

FINANCIAL IMPACT:

Budget: \$865,000.00

Contract Price: \$795,250.25

RECOMMENDATION:

Approve the contract Change Order No. 1 between the Owner (City of Corner Brook) and Contractor (Marine Contractors Inc.) for the Confederation/West Valley Roundabout for a decrease in Contract for \$28,490.07 (HST Included).

Director of Community, Engineering, Development & Planning Approved - 03 Aug 2021
 Executive Assistant Approved - 05 Aug 2021

City Manager

**Dept. of Transportation and Infrastructure
Municipal Water, Sewer & Roads Specifications
CONTRACT CHANGE ORDER NOTICE**

Page 1 of 2

Form 5

March 2021

PROJECT NAME: Confederation Drive/West Valley Road RoundaboutDATE: 21-July-2021MI PROJECT NO: 17-RNC-20-00003CHANGE ORDER NUMBER: 1CONTRACTOR: Marine Contractors Inc.**.1 NOTICE**

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Contractor shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Contractor shall return three signed copies of this document to the Engineer for approval. Should it be decided to proceed with the work, an approved copy will be returned to the Contractor. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

End of project balancing change order with 4 additional items in contractor COR (attached)

.4 EFFECT OF CHANGE ON CONTRACT

This change order will NOT ☐ affect the approved completion date
(Select correct statement).

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

WORKING DAYS: _____ REVISED COMPLETION DATE: _____

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

☐ No Change

☐ Addition to Contract including HST payable by the Owner \$ _____

☒ Deduction from Contract including HST payable by the Owner \$ 28,490.07

CONTRACTOR: _____

(Signature)

**Dept. of Transportation and Infrastructure
Municipal Water, Sewer & Roads Specifications
CONTRACT CHANGE ORDER NOTICE**

Page 2 of 2

Form 5

March 2021

Authorized Contract Amount	\$ <u>914,537.79</u>
Previous Change Orders	\$ <u>0</u>
This Change Order	\$ <u>(28,490.07)</u>
New Approved Contract Amount	\$ <u>886,047.72</u>

.5 AUTHORIZATION TO PROCEED

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

DATE: 21-July-2021 CONSULTANT: Brad Reinhard
 DATE: _____ OWNER: _____
 DATE: _____ REGIONAL ENGINEER: _____

(Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____ CONSULTANT: _____

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

The Bonding Company and Insurance Company shall each be immediately notified by the Contractor of this change to the contract by being issued copies of the Change Order.



PO Box 640, 4 White Lakes Rd
 Corner Brook, NL A2H 6G1
 Ph: 709-639-2330, Fax: 709-686-5237

Email: info@marinecontractors.ca

Pricing Breakdown

Initial Date: July 15, 2021
 Prepared By: Mark Hutchinson

Contract
City of Corner Brook
Confederation Drive/West
Valley Road Roundabout
17-GI-20-00013/20-017

Description of Work & Conditions (Extra's)
Additional Excavation due to poor soil conditions, off-site material removal and trucking, slow excavation as directed by All-Rock Geotechnical Consulting Ltd. Supply and installation of new pre-cast manhole top section and new adjustable manhole frame and cover. Removal/Abandonment of placed concrete sign bases due to design change after bases installed. Flagging time for overage due to abnormal conditions, contract estimated quantity is under-estimated by DMAE specifications.

Description	Qty	Unit	Unit Price	Total
Contract Change Order Items:				
Unsuitable Material Excavation & Off-Site Disposal - As <i>directed by All-Rock Geotechnical Consultants.</i>	290.7	m3	\$ 22.70	\$ 6,598.89
Supply & Install New Pre-Cast Concrete Manhole Top & F/C	1	Each	\$ 1,800.00	\$ 1,800.00
Abandonment of Installed Sign Bases	3	Each	\$ 550.00	\$ 1,650.00
Flagging Hours for Abnormal Conditions	288	Hours	\$ 24.00	\$ 6,912.00
			Sub-total	\$ 16,960.89
			HST (15%)	\$ 2,544.13
			Total (HST Included)	\$ 19,505.02



PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

Change Order #1 Quantity Rebalancing

SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	21-Jul-21	APPROVED BY:	BR
	<u>DIVISION #1</u>				
01010	MOBILIZATION & DEMOBILIZATION (Not greater than 5% if on the Island. Or 10% if in Labrador, of Item a. "sub-total" on last page)	LS		\$5,000.00	\$0.00
01020	CASH ALLOWANCE				
	Public Announcements	Allowance	-1.00	\$1,500.00	(\$1,500.00)
	Landscaping (Centre Island and Splitter Islands)	Allowance	-1.00	\$18,000.00	(\$18,000.00)
	Miscellaneous Reinstatement	Allowance	-1.00	\$10,000.00	(\$10,000.00)
01560	ENVIRONMENTAL REQUIREMENTS				
	Silt Fence	M	-130.00	\$2.00	(\$260.00)
01570	TRAFFIC REGULATIONS				
	Flagperson's Wages	HOURL	288.00	\$24.00	\$6,912.00
	Traffic Control	LS		\$7,500.00	\$0.00
01582	SIGN & SIGN POST INSTALLATIONS				
	Type C - 1830mm x 610mm (Exit and Central Island Signs)	EACH	-1.00	\$2,750.00	(\$2,750.00)
	Type D - 4250mm x 2240mm (Map Type Signs)	EACH		\$12,500.00	\$0.00
	Other Signs (Single Galv. Post)	EACH	21.00	\$750.00	\$15,750.00
	<u>DIVISION #2</u>				
02070	SITWORK, DEMOLITION & REMOVAL OF STRUCTURES				
	Removal of Curb and/or Curb & Gutter	M	8.30	\$10.00	\$83.00
	Removal of Signs	EACH		\$100.00	\$0.00
	Removal of Trees	EACH	2.00	\$100.00	\$200.00
	Removal of Traffic Signals Infrastructure (Bases, Poles, Transformer, Wiring, etc)	LS		\$4,600.00	\$0.00
02104	LANDSCAPING, SEEDING AND TREE PRESERVATION				
	Supply & Placing Topsoil	M ²	783.30	\$5.50	\$4,308.15
	Supply & Placement of Sods	M ²	783.30	\$10.75	\$8,420.48
02111	CLEARING & GRUBBING				
	Clearing	HA		\$5,000.00	\$0.00
	Grubbing	HA		\$5,000.00	\$0.00
02223	EXCAVATION, TRENCHING & BACKFILLING				
	Main Trench Excavation				
	Common	M ³	-470.00	\$12.00	(\$5,640.00)
	Imported Backfill				
	Common	M ³	-400.00	\$22.00	(\$8,800.00)
	Granular Pipe Bedding				
	Type 1	M ³		\$34.00	\$0.00



PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

Change Order #1 Quantity Rebalancing

SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	21-Jul-21	APPROVED BY:	BR
	Sand	M ³	-100.00	\$34.00	(\$3,400.00)
	Supply & Placement of Marking Tape - Plastic Tape	M	-495.00	\$2.00	(\$990.00)
02224	ROADWAY EXCAVATION, EMBANKMENT & COMPACTION				
	Mass Excavation & Backfill Common	M ³	268.65	\$9.00	\$2,417.85
	Imported Backfill				
	Rock (100MM Minus)	M ³	789.30	\$22.00	\$17,364.60
	Common	M ³	-400.00	\$22.00	(\$8,800.00)
02233	SELECTED GRANULAR BASE & SUB-BASE MATERIALS				
	Class "A" Granular Base	M ³	-15.30	\$29.00	(\$443.70)
	Class "B" Granular Base	M ³	-17.06	\$24.00	(\$409.44)
02528	CONCRETE WALK, CURB & GUTTERS				
	Supply & Place Granular Base Material	M ³	-17.20	\$65.00	(\$1,118.00)
	Concrete Walks (1500x100)	M	-13.20	\$105.00	(\$1,386.00)
	Curb & Gutter (Fibremesh Reinforced)	M	-87.40	\$81.50	(\$7,123.10)
	High Back Curb (Fibremesh Reinforced)	M	4.80	\$71.50	\$343.20
	Mountable Curb & Gutter (Fibremesh Reinforced)	M	19.10	\$131.00	\$2,502.10
02547	ASPHALT TACK COAT				
	Supply & Placement of Asphalt Tack Coat	M ²		\$1.00	\$0.00
02552	HOT MIX ASPHALT CONCRETE PAVING				
	Asphaltic Concrete				
	Base Course	tonne	-10.20	\$130.00	(\$1,326.00)
	Surface Course	tonne	3.20	\$130.00	\$416.00
02574	RESHAPING & PATCHING ASPHALT PAVEMENT				
	Removal of Asphalt Pavement	M ²		\$3.50	\$0.00
	Cold Planing	M ²		\$5.00	\$0.00
	Cutting of Asphalt Pavement	M		\$10.00	\$0.00
02580	PAVEMENT MARKING				
	Pavement Marking	LS		\$17,500.00	\$0.00
	Temporary Markings (PROVISIONAL)	LS		\$5,000.00	\$0.00
02601	MANHOLES, CATCH BASINS, DITCH INLETS & VALVE CHAMBERS				
	Catch Basin Pup (including frame & cover). 200mm Lead, and Connection to Existing Catch Basin	EACH	-1.00	\$5,000.00	(\$5,000.00)
	Adjust Manhole/Catch Basin Tops	EACH	1.00	\$750.00	\$750.00



PROJECT: CORNER BROOK - WEST VALLEY ROAD ROUNDABOUT

JOB #: 202024

Change Order #1 Quantity Rebalancing

SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
REV:	ISSUED FOR TENDER	DATE:	21-Jul-21	APPROVED BY:	BR
02713	WATER MAINS Water Main Insulation (On Existing Pipe)	M	-28.00	\$73.00	(\$2,044.00)
	Supply & Install Fire Hydrant (incl. all required pipe, fittings and marker)	EACH		\$11,500.00	\$0.00
	Remove Existing Fire Hydrant & Deliver to City Depot	EACH		\$300.00	\$0.00
	Adjust Valve Boxes to Grade	EACH		\$200.00	\$0.00
DWG E3	LIGHTING AND ELECTRICAL SYSTEM Conduit (PROVISIONAL)	LS	-450.00	\$34.00	(\$15,300.00)
	<u>DIVISION #3</u>				
03300	CAST-IN-PLACE CONCRETE Cast-in-Place Centre Island	M ³		\$690.00	\$0.00
	<u>ADDITIONAL ITEMS (COR#1, ATTACHED)</u>				
02224	Unsuitable Material Excavation & Off-Site Disposal	M ³	290.70	\$22.70	\$6,598.89
02701	Supply & Install New Pre-Cast Concrete Manhole Top, F/C	EACH	1.00	\$1,800.00	\$1,800.00
01582	Abandonment of Installed Sign Bases	EACH	3.00	\$550.00	\$1,650.00
01570	Flagging Hours for Abnormal Conditions	HOURS	See Above		

a) SUB TOTAL **(\$24,773.98)**

b) H.S.T. 15% **(\$3,716.10)**

d) GRAND TOTAL **(\$28,490.07)**

(Carry forward to page 1 of the Tender Form)