



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **May 15, 2023 at 7:00 p.m. Council Chambers, City Hall.**

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CITY CLERK

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**10   ADJOURNMENT**

The meeting adjourned at

## Land Acknowledgement

We respectfully acknowledge the City of Corner Brook as the ancestral homeland of different populations of Indigenous people. We also acknowledge with respect, the rich histories and cultures of the Beothuk, Mi'kmaq, Innu and Inuit of the Province of Newfoundland and Labrador



**MINUTES OF A COMMITTEE OF THE WHOLE OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 1 MAY, 2023 AT 7:00 P.M.**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	L. Chaisson	D. Charters, Director Community Engineering Development and Planning
Councillors:	P. Gill	T. Flynn, Director of Protective Services
	V. Granter	D. Burden, Director of Public Works, Water and Waste Water Services
	B. Griffin	S. Maistry, Director of Finance and Administration
	P. Keeping	K. Patten, Director of Recreation Services
		J. Smith, Acting City Clerk
		J. Alexander, Sergeant-At-Arms

Absent with regrets: Councillor C. Pender

**COW23-49 Approval of Agenda**

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

**COW23-50 Approval of Minutes- Regular Meeting April 17, 2023**

On motion by Councillor P. Gill, seconded by Councillor V. Granter, it is **RESOLVED** to approve the minutes of the Regular Meeting on April 17, 2023. **MOTION CARRIED.**

**COW23-51 Business Arising From Minutes**

Deputy Mayor L. Chaisson asked for an update on minute #23-51 - Virtual Meeting Attendance. The City Manager advised that prior to any implementation of virtual meeting attendance, a policy must be adopted and that staff are conducting a jurisdictional scan for policies adopted by other municipalities and reviewing options to proceed.

**COW23-52 Proclamations and Events**

The Mayor announced the following proclamations:

- The month of May was declared as Huntington Disease Awareness Month;
- May 1-7 was declared as Heart Failure Awareness Week;
- May 1-7 was declared as Mental Health Week;
- May 8-12 was declared Municipal Awareness Week.

**COW23-53 Council Meeting Schedule**

The Mayor presented a council meeting schedule for July to December 2023. The Mayor also advised that the Committee of the Whole Meeting scheduled on May 29, 2023 will be cancelled as several of the Councillors will not be in attendance.

**COW23-54 Protective Services Statistics for month of March 2023**

Councilor V. Granter provided an update for Protective Services Statistics for the month of March 2023 as follows:

- Municipal Enforcement received 65 calls for services;
- Corner Brook Fire Department received 32 calls for service;
- The fire prevention inspector conducted 46 commercial inspections, 2 home oxygen inspections and 1 public education session;
- The Public Safety Answering Point (PSAP) received 6,507 calls, of which 2,970 were transferable.

**COW23-55 ATV Season Begins May 15th, 2023**

Councillor V. Granter provided an update from Protective Services regarding the ATV season as follows:

- season is starting May 15th, 2023;
- 2021-2022 deviated permits are in effect until June 13, 2023, new permits can be applied for online starting May 15th;
- the \$20 processing fee will not be issued this year;
- staff are continuing to work on options for Lewin Parkway and Northshore Highway access.

**COW23-56 CBFD Aerial Replacement – Ladder 9**

Councillor V. Granter provided an update from the Corner Brook Fire department regarding their plan to replace the Aerial Truck Ladder 9. The funding for the ladder truck has already been received from the Province and staff are pursuing the purchase of the Aerial Fire Truck through the CANOE purchasing program.

**COW23-57 2023 Public Works Winter Summary To April 24, 2023**

Deputy Mayor L. Chaisson provided an update on the Public Works Operations as follows:

- Snow clearing stopped as of April 14, 2023;
- Salt and sand is being examined to determine what is needed for winter 2024;
- Spring Clean-up started as of April 17, 2023;
- Equipment for clean-up - two street sweepers and two skid steer units;
- Wash down of downtown sidewalks will start soon and will take up to 4 weeks to complete;
- Clean up of grass spaces has been assigned to crews and will start in the next few weeks.
- Parks and recreation - playground inspections and repairs on bleachers in Jubilee Field are underway;
- Review of complaints have been received and are prioritized by staff for resolution;
- Reclaimer - repairs of sections of intersection of Corporal Pinksen and Grenfell Drive have been completed;
- Deadline to report Lawn Damage is May 26, 2023. Lawns can be

repaired by owners and reimbursed. Residents can call 709-637-1666.

**COW23-58 Water and Wastewater Work Summary March 21 to April 24, 2023**

Deputy Mayor L. Chaisson presented an update on Water and Wastewater Operations from March 21st to April 24th as follows:

- received a total of 54 complaints;
- there were 4 media releases for emergency water outages and road closures;
- recoverable works totaled \$2,067.84;
- completed 2 water & wastewater repairs (1 curb stop repair and 1 water service leak);
- repairs underway and replacement of parts at pump stations (Station Road and Cobb Lane);
- 3 rounds of hydrant snow clearing in Winter 2023;
- work on leak detection and repairs in the Curling area is ongoing;
- annual operational check completed for 4 pressure reducing stations (13 stations remaining) and repairs conducted for the pressure station on Barret's Road;
- upcoming annual maintenance programs for hydrants, water main flushing and sanitary sewer flushing;
- raw water quality was stable throughout the month of March;
- water usage dropped by an average of 2 million litres/day as a result of water leaks that were repaired;
- maintenance was completed including the replacement of a faulty pull station, full service on UV #2, installation of hot water supply for soda ash system, cleaned soda ash batching tank and piping system, install degassing chamber on UVT analyzer and repaired faulty cable for UVT analyzer;
- scheduled maintenance to come including upgrading security camera system, installment of new coagulant pump and cleaning of spaces, grounds and some equipment at treatment plant.

**COW23-59 Development, Planning and Community Services**

Councillor B. Griffin presented an update from Development and Planning and Community Services as follows:

**Development and Planning**

- permits have been issued and construction is underway for a variety of new developments and renovations in the City including a new Warehouse (43 Lundrigan Drive), Tin Man (27 Union Street), New Office Space (10 Main Street), New Recreation Centre, Robin's Donuts (4a Herald Avenue), Physio Therapy (3 Herald Avenue), New office and repair garage - Kenworth Transport (18 White Lakes Road), Western Star Building (Conversion to Apartment Building), Bank of Montreal, New Western Motor Sports Location (22 Confederation Drive), New Self-Storage Building (33 Lundrigan Drive), The Shoe Company (Corner Brook Plaza), reconstruction

and repairs to 4 Unit Apartment building (2 Armstrong Avenue), Sobey's Renovations, Canada Post Expansion (43 Maple Valley Road) and more;

- potential new projects awaiting approval and drawing include: Gas Station and Fast Food Restaurant (8 Grenfell Drive), Mount Patricia Cemetery Expansion (42 Northshore Highway), Apartment building and commercial space (71 Humber Road) and more;
- IMSP is ready for review by executive staff and will be coming forward to Council for review soon.

### **Business Development**

- 3 FACE applications have been approved, 3 Blade Sign applications have been approved - 1 application was denied for a total approved amount of \$29,928.75 (which is 96.5%) of the budget for the 2023 program and therefore the program will be closed soon;
- Downtown Business Association (DBA) - staff are working on a plan to have it in place in 2023, work is ongoing and staff are in consultation with other downtown associations and the Downtown's Atlantic Canada;
- New program for Women Entrepreneurs (AWESOME) - program was approved by council on April 17, 2023 and the guidelines and application form are being finalized with an expected roll out in early May.

### **Sustainable Development**

- Earth Day Repair Cafe Event - April 27th at the Centre for Research and Innovation, people were available to repair and restore to items that would normally be thrown out;
- Community Clean-up will be May 22-29 and staff are reaching out to engage other community groups and looking at offering prizes for each areas of town.

## **COW23-60 Capital Project and Engineering Committee Updates**

The Director of Community Services, Engineering, Development and Planning presented an update on Capital Projects and Engineering as follows:

- Recreation Centre - pool masonry wall complete and interior locker rooms are approximately 98% complete, structural steel complete and steel studs nearly complete, drywall being installed, spray on fire proofing complete and mechanical and electrical work is ongoing. Project is currently \$2300 over budget and staff are working with contractor to find cost saving measures, estimated completion early 2024;
- Citadel Drive PRV Upgrades - project is 80% complete to date;
- Bell's Brook Culvert Phase 2 - tender awarded for phase 2, project is 75% complete, road subgrade being stalled April 24th and the curb and asphalt to be completed by June 2023;
- upcoming projects include Great Trail Enhancement Phase 1

(contract awarded to West Cost Excavating and Equipment Co. Ltd. and construction to start May 23, 2023), O'Connell Drive at Crestview Ave Pedestrian Crossing Improvements (contract awarded to ECO Contracting and project schedule is being finalized pending equipment delivery), Mount Bernard Avenue Reconstruction (Work Zone 2 commenced April 24th and will continue until November), Great Trail Enhancement Phase 2 (waiting on funding agreement from Infrastructure Canada), Deep Gulch Brook Storm Sewer Replacement (prime consultant agreement being prepared with construction scheduled for 2024), Asphalt Patching (tender closed April 26th), Asphalt Paving Program (tender to be called May 2nd), University Drive Pedestrian Crossing (equipment on order with 6 month delivery) and City Hall Green Roof (work is being done by Cangro Services and started April 24th, should be completed within 2 weeks);

- engineering studies - water system audit (funding not available, looking at phased approach) and transportation study (RFP for engineering consultant to be released tentatively spring 2023).

#### **COW23-61 Finance & Administration Update - March**

Councillor P. Gill presented a report from Finance and Administration as follows:

- revenue as of March 2023 have amounted to \$32.8 million against the year to date budget of \$31.7 million
- Civic Centre revenue amounted to \$428K against the year to date budget of \$322K;
- waiting on revenue from Gas Tax and 911 PSAP;
- expenses amounted to \$7.1 million against the year to date budget of \$9.2 million;
- total outstanding accounts amounted to \$7.2 million, of which \$4.8 million is the current year outstanding balance from 2,269 account holders.
- business taxes outstanding amounted to \$1.6 million from 387 accounts, of which \$1.2 million pertains to the current years outstanding balance
- grant was approved for Blow Me Down Cross Country Ski Club for trail accessibility in the amount of \$2000;
- \$1,783.68 was provided to the Corner Brook Winter Carnival for expenses related to the preparation of the Fest on West Event, which did not proceed due to weather.

#### **COW23-62 Recreation and Tourism Update**

Councillor P. Keeping presented an update from Recreation and Tourism as follows:

- Civic Centre hosted provincial tournaments for Saltos Gymnastics and Silver Blades Figure Skating which seen over 350 competitors and brought in an estimated 1,500 visitors to the area;
- Regular Ice programming for Public Skating, adult recreational hockey leagues, Broom Ball, Humber Valley Speed Skating and Corner Brook Minor Hockey (following the Hockey NL provincial tournament) has concluded for 2022-2023 season;
- Civic Centre hosted the U13B and U11A mini-mega tournament which seen 17 teams, 370 participants which subsequently brought in 1,500 visitors to the area;
- Civic Centre held the Silver Blades annual Ice Show that held 1000 plus audience members;
- assessment underway for playgrounds and fields, which may include removal of equipment that is beyond its lifespan, such as equipment on Bronsan Avenue;
- STAR - terms of reference have been approved by the implementation committee and includes the adoption of the name "Lower Humber Bay of Islands Tourism Committee", draft RFP for branding/marketing/wayfinding is being reviewed and plans to release the RFP in late May;
- Jiggs and Wheels - work is ongoing to finalize events, sponsorships and not-for-profit involvement and will include events in collaboration with other municipalities in the Lower Humber Bay of Islands Tourism Committee region. Event is taking place from July 28th - August 6th with a complete list to present to council coming soon;
- Cruise Ships 2023 has an anticipated 34 ships with upwards of 60,000 passengers and crew visiting Corner Brook and the first one is set to dock on May 16<sup>th</sup>;
- 2023 Atlantic Indigenous Tourism Summit taking place from May 10-11th of which the 2nd day will be held at the Civic Centre.

### **COW23-63 Accessibility and Inclusiveness Committee Meeting**

Deputy Mayor L. Chaisson presented an update from the Accessibility and Inclusivity Committee Meeting as follows:

- need to ensure accessibility at Events in the City, as well as accessibility at the parks including wheelchair accessible picnic tables;
- need for access to the accessible swing at bowaters and accessibility for the parks in general, staff are looking at pricing for a rubber pour in the swing area;
- need to increase accessibility at the Community Gardens including raised wheelchair accessible garden beds;
- looking at making recreational areas more accessible such as Disc Golf;
- need to ensure accessibility for patios and of the sidewalk with

- patios;
- audible system on traffic lights - staff advised that there is audible feature on any new lights that will be done in the City, including the lights that are to be installed at the Mill Road/Griffin Drive/Lewin Parkway intersections and the new lights at the West Street/Main Street intersection which are currently on maximum volume.

**COW23-64 FCM-Table Officers Nomination****Councillor P. Gill abstained from debate and voting on this item.**

On motion by Councillor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to approve the nomination of Councillor Pamela Gill for the position of First Vice President of Federation of Canadian Municipalities (FCM) Table Officers. **MOTION CARRIED.**

**COW23-65 Asphalt Patching 2023-09**

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** that the City of Corner Brook Council award the Contract to Marine Contractors Inc. for the Asphalt Patching 2023-09 in the amount of \$402,212.50, HST Included. **MOTION CARRIED.**

**COW23-66 Land Acknowledgement**

On motion by Deputy Mayor L. Chaisson, seconded by Councillor V. Granter, it is **RESOLVED** to approve the land acknowledgement as presented and proceed with the presentation of a land acknowledgement at all public council meetings. **MOTION CARRIED.**

**ADJOURNMENT**

The meeting adjourned at 8:41p.m.

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 City Clerk

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 Mayor





# Information Report (IR)

**Subject:** Proclamations and Events

**To:** Jessica Smith  
**Meeting:** Regular Meeting - 15 May 2023  
**Department:** City Manager  
**Staff Contact:** Gloria Manning, Administrative Assistant to the City Manager  
**Topic Overview:** The City of Corner Brook routinely receives requests from various organizations to recognize significant days, weeks, and months.  
**Attachments:** [Provincial Francophonie Month](#)  
[MS Canada Proclamation 2023](#)  
[Ehlners Danlos Syndrom 2023](#)  
[Corrections Week 2023](#)  
[Fibromyalgia Awareness Day](#)

## BACKGROUND INFORMATION:

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

- **May was declared Provincial Francophonie Month-** to celebrate and recognize the contributions made by Francophones and Acadians to improve their communities, families and workplaces. In Newfoundland and Labrador, the Francophone and Acadian presence has contributed to the history and heritage of our communities.
- **May was declared MS Awareness Month-** multiple sclerosis is a chronic, often disabling neurological disease affecting an estimated 1 in 400 Canadians and approximately 90,000 across the country. There is no known cause of, prevention of, or cure for multiple sclerosis. Annual fundraising events such as the MS Walk, MS Bike, and A & W Canada's Burgers to Beat MS campaign support programs to enhance the lives of people affected by multiple sclerosis.
- **May was declared Ehlers- Danlos Syndromes (EDS) and Hypermobility Spectrum (HSD) Disorders Awareness Month-** a group of genetic disorders that affect the body's connective tissues including the skin, joints, blood vessels, digestive system, and many other organs and tissues affecting 1 in 5000 individuals.
- **May 7-13 was declared Corrections Week-** Correction is a group of people within our community working together to provide the people of Newfoundland and Labrador with public safety services, thus building a better community in which to live.
- **May 12 was declared Fibromyalgia Awareness Day-** Fibromyalgia is a complex illness whose symptoms vary widely and may include debilitating chronic pain, overwhelming fatigue,

and cognitive impairment. Over 2,000,000 men, women and children of all ages in Canada are afflicted with this chronic illness.

Legislative Assistant	Approved - 11 May 2023
Administrative Assistant to the City Manager	Approved - 11 May 2023

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City Manager



**Proclamation**  
**Provincial Francophonie Month**  
**May 2023**

WHEREAS the month of May has been provincially declared "Provincial Francophonie Month" to mark the 50<sup>th</sup> anniversary of the provincial francophone community movement.

WHEREAS on May 30, communities throughout Newfoundland and Labrador will mark the Provincial Francophonie Day together.

WHEREAS the Provincial Francophonie Day is focused on celebrating and recognizing the contributions made by Francophones and Acadians to improve their communities, families and workplaces.

WHEREAS, in Newfoundland and Labrador, the Francophone and Acadian presence has contributed to the history and heritage of our communities.

THEREFORE, I, Jim Parsons, Mayor of Corner Brook, do hereby proclaim the month of May and May 30<sup>th</sup> as the Month and the Day of the Provincial Francophonie and encourage my fellow citizens to appreciate the role that French-speaking residents play in our community.

Signed at City Hall, Corner Brook, NL, on this \_\_\_\_\_ day of May 2023

Jim Parsons, Mayor of Corner Brook

Tony Cornect, vice president, FFTNL





**Proclamation**  
**Mois de la francophonie provinciale**  
**Mai 2023**

ATTENDU QUE le mois de mai a été décrété provincialement « Le Mois de la Francophonie provinciale », afin de souligner les 50 ans du mouvement communautaire francophone provincial ;

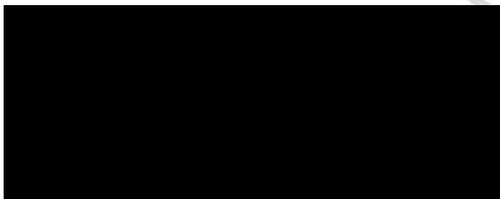
ATTENDU QUE le 30 mai, les collectivités partout à Terre-Neuve-et-Labrador, marqueront ensemble la Journée de la francophonie provinciale ;

ATTENDU QUE la Journée de la francophonie provinciale est axée sur la célébration et la reconnaissance des contributions faites par les francophones et acadiens pour améliorer leurs communautés, leurs familles et leurs milieux de travail;

ATTENDU QUE, à Terre-Neuve-et-Labrador, la présence francophone et acadienne a contribué à l'histoire et au patrimoine de notre société ;

PAR CONSÉQUENT, je soussigné, Monsieur Jim Parsons, Maire de Corner Brook, proclame par la présente, le mois de mai et le 30 mai, Mois et Journée de la francophonie provinciale, et j'encourage mes concitoyens et concitoyennes à apprécier le rôle que jouent les résidents d'expression française dans notre communauté.

Signé, à l'Hôtel de Ville de Corner Brook, TNL, le \_\_\_\_\_ jour de mai 2023



Jim Parsons, Mayor of Corner Brook



Tony Cornect, vice president, FFTNL





## PROCLAMATION

**WHEREAS**, multiple sclerosis is a chronic, often disabling neurological disease affecting an estimated 1 in 400 Canadians and approximately 90,000 across the country; and

**WHEREAS**, multiple sclerosis symptoms vary widely and may lead to problems with numbness, coordination, vision and speech, as well as extreme fatigue and even paralysis; and

**WHEREAS**, there is no known cause of, prevention of, or cure for multiple sclerosis; and

**WHEREAS**, MS Canada is the only national organization in Canada that supports both MS research and services for people with MS and their families; and

**WHEREAS**, annual fundraising events such as the MS Walk, MS Bike, and A & W Canada's *Burgers to Beat MS* campaign support programs to enhance the lives of people affected by multiple sclerosis and their families and support MS research in Canada; and

**WHEREAS**, since 1948, MS Canada has contributed over \$200 million towards MS research; and is grateful for the dedication and commitment of its supporters and volunteers that has made this possible; and

**WHEREAS**, together we will find ways to connect and empower the MS community to create positive change and see a world free of multiple sclerosis

**NOW, THEREFORE**, I, Jim Parsons, Mayor of the City of Corner Brook of the Province of NL, Canada, do hereby proclaim this month of May 2023 to be MS Awareness Month for MS Canada.

(signature)

To connect and empower the MS community to create positive change.

## **Proclamation**

### **Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month May 1<sup>st</sup> – 31<sup>st</sup>, 2023**

WHEREAS: Ehlers-Danlos syndromes (EDS) are a group of genetic disorders that affect the body's connective tissues including the skin, joints, blood vessels, digestive system, and many other organs and tissues; and

WHEREAS: it is estimated that 1 in 5000 individuals are born with EDS; and

WHEREAS: Hypermobility Spectrum Disorder (HSD) is diagnosed when the musculoskeletal complications of joint hypermobility and joint instability (ease of injury, joint pain, and dislocations for example) arise in a person who does not have the defining features of EDS or another connective tissue disorder; and

WHEREAS: EDS and HSD is frequently misdiagnosed or undiagnosed; and

WHEREAS: early and accurate diagnosis provides the opportunity to create medical plans that improve quality of life; and

WHEREAS: further medical research and awareness can bring hope for treatment and a cure; and

WHEREAS: EDS and HSD Awareness Month is an opportunity to further educate the public and medical community in recognizing the signs and symptoms of these conditions.

THEREFORE: I, Mayor Jim Parsons, do hereby proclaim May as Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month in the City of Corner Brook.

Signed at City Hall, Corner Brook, NL on this \_\_\_\_ day of May 2023.

  
Jim Parsons, Mayor  
City of Corner Brook



## City of Corner Brook

### A Proclamation Corrections Week May 7-13, 2023

**WHEREAS**, Corrections liaises with community agencies to promote pro-social environments, free of criminality;

**WHEREAS**, Correctional Staff facilitate community safety by promoting rehabilitation;

**WHEREAS**, Correctional staff assist offenders in reintegrating into the community after release from custody;

**WHEREAS**, This community benefits from Corrections because of the contribution to the safety of the general public; and

**WHEREAS**, Corrections is a group of people within our community working together to provide the people of Newfoundland and Labrador with public safety services, thus building a better community in which to live.

**THEREFORE, BE IT RESOLVED, that**, I, Mayor Jim Parsons, on behalf of City Council, do hereby proclaim May 7-13, 2023 "Corrections Week" in the City of Corner Brook, and call on all citizens to lend their interest, support and co-operation in making this observance successful in every way.

**DATED** at Corner Brook, Newfoundland, this \_\_\_\_ day of May 2023.

A solid black rectangular box redacting the signature of the Mayor.

Jim Parsons, Mayor

## PROCLAMATION

### “FIBROMYALGIA AWARENESS DAY”

**MAY 12, 2022**

**WHEREAS:** Fibromyalgia Awareness Day aims to raise awareness and end the stigma and discrimination that accompany this chronic illness.

**WHEREAS:** Fibromyalgia Association Canada is the only national organization in Canada that supports only fibromyalgia; and

**WHEREAS:** Fibromyalgia affects about 5% of Canada’s population - over 2,000,000 men, women and children of all ages and races in Canada are afflicted with this chronic illness; and

**WHEREAS:** Fibromyalgia often takes an average of three (3) to five (5) years to diagnosis; and

**WHEREAS:** there is no known cause of, prevention of, or cure of fibromyalgia; and

**WHEREAS:** Fibromyalgia (FM) is a complex illness whose symptoms vary widely and may include debilitating chronic pain, overwhelming fatigue, and cognitive impairment; and

**WHEREAS:** patients with Fibromyalgia often have a number of co-existing conditions, which may include chronic myofascial pain, irritable bowel syndrome (IBS), temporomandibular joint disorder (TMJ), environmental sensitivities, anxiety and depression; and

**WHEREAS:** Fibromyalgia (FM) greatly reduces quality of life, can cause total disability and also affect families, friends and employers. Living with chronic pain and fatigue on a daily basis can lead to social isolation, so it is important for sufferers and their families, friends, and caregivers to know that they are not alone.; and

**WHEREAS,** people with Fibromyalgia (FM) have a right to be treated with dignity and have a right to pain relief; and

**WHEREAS:** together we will find ways to enhance the quality of lives for people affected by fibromyalgia and together find a cure.

**NOW THEREFORE, I, [REDACTED] on behalf of the city of Corner Brook, do hereby proclaim May 12, 2023 as “Fibromyalgia Awareness Day” in the city of Corner Brook and I call this observance to the attention of all our citizens.**



# Request for Decision (RFD)

**Subject:** 17-RNC-24-00002 - Retaining Wall - Curling Street

**To:** Melody Roberts  
**Meeting:** Regular Meeting - 15 May 2023  
**Department:** Engineering  
**Staff Contact:** Darren Charters, Director of Community, Engineering, Development & Planning  
**Topic Overview:**  
**Attachments:** [Approval Letter 17-RNC-24-00002 Retaining Wall Curling Street](#)

## BACKGROUND INFORMATION:

The Department of Transportation and Infrastructure approved funding for the Curling Street Retaining Wall under the Investing in Canada Infrastructure Program.

The project consists of the removal and replacement of the existing deteriorated wooden retaining wall with a new retaining wall system.

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** accept funding as outlined in the Department of Transportation and Infrastructure project approval, to complete the project under the Investing in Canada Infrastructure Program. The Corner Brook City Council authorizes the Mayor and City Manager to sign the Municipal Infrastructure Fun Agreement with the Department of Transportation and Infrastructure on behalf of the City of Corner Brook.

## FINANCIAL IMPACT:

Total project cost - \$1,500,000.00

**Budget Code:** 17-RNC-24-00002

**Finance Type:** Funding

Director of Community, Engineering, Development & Planning      Approved - 09 May 2023

Administrative Assistant to the City Manager      Approved - 11 May 2023

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





MAY 08 2023

COR/2023/04189

Government of Newfoundland and Labrador  
**Department of Transportation and Infrastructure**  
 Office of the Minister

**NOTIFICATION OF PROJECT APPROVAL**  
**Investing in Canada Infrastructure Program**

Mayor Jim Parsons  
 City of Corner Brook  
 5 Park Street  
 P.O. Box 1080  
 Corner Brook, NL A2H 6E1

Re: 17-RNC-24-00002 - Retaining Wall – Curling Street

Dear Mayor Parsons:

I am pleased to advise you funding in support of your application AP-MCW-23019 - Retaining Wall – Curling Street has been approved as outlined below. This funding is approved on the condition that the Ultimate Recipient is willing and able to meet its share of the costs.

Funding for this project will be announced in due course and in close collaboration with the Federal and Provincial Governments. We ask that no media release or social media announcements be made until advised by the Department.

Total Project Cost	GST/HST Rebate	Total Eligible Costs	Federal Contribution	Provincial Contribution	Recipient Contribution
			33.34%	33.33%	33.33%
\$ 1,500,000	\$ 139,748	\$ 1,360,252	\$ 453,508	\$ 453,372	\$ 453,372

**Please note that no additional funds will be approved for this project. Any costs over the amount indicated in this letter will be 100% responsibility of the Ultimate Recipient.**

**The Ultimate Recipient should note that if a project scope is completed at a total cost lower than that approved, the remaining federal and provincial funds shall not be used for additional work.**

This funding has been approved subject to a number of conditions as outlined in the attached Funding Agreement, and Municipal Infrastructure Project Guidelines, which apply to the Ultimate Recipient and any agents they have engaged on the project.

P.O. Box 8700, St. John's, NL, Canada A1B 4J6 ☎ 709 729 3679 📠 709 729 4285 [www.gov.nl.ca/ti/](http://www.gov.nl.ca/ti/)



**Your Next Steps:**

Please submit the following to [mifunding@gov.nl.ca](mailto:mifunding@gov.nl.ca) within 45 days of the date of this letter, with the project number referenced in the subject line:

1. A resolution (e.g. Minute of Council) passing a motion to enter into this Agreement A sample resolution is attached.
2. Signed Municipal Infrastructure Agreement(s) (attached). A copy will be returned for your records once signed by the department.
3. Funding agreement checklist. (attached)

To get this project started, please contact your Regional Engineer, Western Regional Engineer, Chris Power, P. Eng., at 709-637-2491, to schedule a project initiation meeting prior to the commencement of any work related to the project, this meeting will review all the project requirements and ensure adherence to the agreement and guidelines.

Again, I'm pleased and excited to be able to help you progress this important infrastructure project.

Sincerely,

**ELVIS LOVELESS, MHA**  
 Minister of Transportation and Infrastructure  
 District of Fortune Bay – Cape La Hune

***“Avoid the worst. Put safety first.”***

/jl

Enc.

cc: Hon. Gudie Hutchings, MP  
 Hon. Gerry Byrne, MHA  
 Mr. Scott Reid, MHA  
 Mr. Eddie Joyce, MHA  
 Mr. H. Khan, Director Water Resources, ECC  
 Ms. H. Scott-Walsh, Regional Manager, MAPA  
 C. Power, P. Eng., Regional Engineer  
 Ms. C. Johnson, Manager, Fed/Prov Programs  
 Mr. J. O'Leary, Admin Officer II  
 Ms. M. Madden, Accountant I

P.O. Box 8700, St. John's, NL, Canada A1B 4J6 ☎ 709-729 3678 📠 709-729-4285 [www.gov.nl.ca/ti/](http://www.gov.nl.ca/ti/)

2

COR/2023/04189-001

**Municipal Infrastructure Funding Agreement****Investing in Canada Infrastructure Program**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN** HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Transportation and Infrastructure (“Newfoundland and Labrador”)

OF THE FIRST PART,

**AND** CITY OF CORNER BROOK  
 (“Ultimate Recipient”)

OF THE SECOND PART

Individually referred to as a “Party” and collectively referred to as the “Parties”.

**WHEREAS** Newfoundland and Labrador and the Ultimate Recipient have agreed to enter into a Municipal Infrastructure Funding Agreement for the financing of **Retaining Wall – Curling Street** Project No. **17-RNC-24-00002**, under the Rural and Northern Communities Infrastructure of the Investing in Canada Infrastructure Program, hereinafter referred to as the “Project”, and have agreed to total Project costs not in excess of **\$1,500,000**, including HST/GST.

**AND WHEREAS** the Minister of Transportation and Infrastructure has been authorized to negotiate an Agreement on behalf of the Province of Newfoundland and Labrador;

**AND WHEREAS** the designated signing officials of the Ultimate Recipient have been authorized by an appropriate resolution of the Ultimate Recipient dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_ to enter into this Agreement on behalf of the Ultimate Recipient;

**THIS AGREEMENT WITNESSETH** that for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, and the sum of One Dollar (\$1.00) now paid by each party hereto, one to the other, (the receipt and sufficiency of which are hereby acknowledged by the Parties hereto), Newfoundland and Labrador and the Ultimate Recipient hereby agree as follows:

Municipal Infrastructure Funding Agreement - 17-RNC-24-00002

Page 1 of 30

## **1 OBLIGATIONS OF NEWFOUNDLAND AND LABRADOR:**

1. To providing funding to the Ultimate Recipient, on a cost shared basis, as detailed in Schedule 1 of this agreement.
2. To make payment to the Ultimate Recipient, as costs are incurred, and upon receipt of the required documentation as outlined in the project guidelines.

## **2 OBLIGATIONS OF THE ULTIMATE RECIPIENT**

3. To fund the Ultimate Recipient's share of the eligible Project Costs as detailed in Schedule 1 of this agreement.
4. To fund the HST/GST rebate share of the Project Costs as detailed in Schedule 1 of this agreement.
5. The UR may fund both of these contributions utilizing:
  - a) own sources or;
  - b) Arrange financing through a registered financial institution, with an approval to borrow from the Government of Newfoundland and Labrador.
6. To fund all costs associated with financing either the Ultimate Recipient Share, or the HST/GST share.
7. To ensure that all costs in excess of the authorized funding will be one hundred per centum (100%) responsibility of the Ultimate Recipient for funding and payment.
8. To inform Newfoundland and Labrador immediately of any fact or event, of which the Ultimate Recipient is aware, that will compromise wholly, or in part, The Project.
9. To maintain complete and accurate procurement records, per the Ultimate Recipient's responsibilities under the Public Procurement Act.

## **3 PROJECT SCOPE**

1. The project scope has been approved as described in Schedule 2 of this agreement.

## **4 PROJECT TIMELINES**

1. The Ultimate Recipient is responsible to have all contracts associated with the project signed and completed and final invoices submitted to Newfoundland and Labrador, in accordance with Schedule 3 of this agreement.

## **5 PROJECT CANCELLATION**

### **5.1 BY THE ULTIMATE RECIPIENT**

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient will be responsible for any costs associated with a withdrawn or cancelled Project, and will repay to Newfoundland and Labrador, any and all disallowed costs and overpayments made under and according to the terms and conditions of this Agreement, including the full provincial and federal shares disbursed to the Ultimate Recipient.

### **5.2 BY NEWFOUNDLAND AND LABRADOR**

1. Newfoundland and Labrador will promptly inform the Ultimate Recipient of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient may not be responsible for any costs associated with a cancelled Project, unless the cause of cancellation is due to material breach by the Ultimate Recipient.

## **6 PROJECT AMENDMENTS**

1. Subject to the prior written approval of Newfoundland and Labrador, The Project may be amended provided the amendment does not exceed the approved funding set forth in this Agreement.

### **6.1 PROJECT SCOPE AMENDMENT**

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to request a change in the approved scope.
2. The Ultimate Recipient will provide, at Newfoundland and Labrador's request and to Newfoundland and Labrador's satisfaction, additional information related to changes to a Project. The Ultimate recipient shall use the "Project scope change request form" that will be supplied at the time of notification. As the required information may change from time to time, the Ultimate Recipient shall request a new form each time.
3. Newfoundland and Labrador will duly consider and submit Project scope change request to the Federal Government as deemed necessary.
4. Newfoundland and Labrador will promptly inform the Ultimate Recipient of any changes approved.

## **6.2 PROJECT TIMELINE AMENDMENTS**

1. The Ultimate Recipient may request a change to the project time line, Newfoundland and Labrador will promptly inform the Ultimate Recipient of the decision regarding the request.

## **7 FINANCIAL**

1. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
1. Newfoundland and Labrador will not:
  - a) pay interest charges related to the Ultimate Recipient failing to make a payment to entities providing service or materials to the Ultimate Recipient;
  - b) pay capital costs for a Project until the requirements under section 10 (Environmental Assessment) and section 11 (Aboriginal Consultation), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
2. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
3. The Ultimate Recipient shall submit monthly application for payment through the Municipal Support Information System (MSIS) with all required supporting information. Newfoundland and Labrador will process payment request and remit funds in a timely manner.

## **7.1 PROJECT SURPLUS FUNDS**

1. Requests for addition of work to utilize unused funding will not be considered.
2. Surplus fund cannot be transferred to other approved Projects.
3. Funds will be considered surplus only after the original Project scope has been completed.

## **8 AWARDING OF CONTRACTS**

1. The Ultimate Recipient shall award all contracts in accordance with the *Municipalities Act*, 1999, or any successor legislation, and the *Public Procurement Act*, or any successor legislation.

## **9 REQUIREMENTS FOR PROJECTS**

1. In addition to the requirements for eligible Projects as set out in Schedule A (Program Details) and Schedule B (Communications Protocol), eligible Projects must also meet the following requirements:
  - a) A Project must meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
  - b) Building Projects must meet or exceed the requirements of the National Energy Code of Canada, latest edition.
  - c) A Project must meet or exceed the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.
  - d) The project shall be executed in accordance with the Municipal Infrastructure Project Guidelines, edition in effect at time of signing of this Agreement.
  - e) The project shall follow all policy and guidelines issued by Transportation and Infrastructure that are applicable to the project.

## **10 ENVIRONMENTAL ASSESSMENT**

1. No site preparation, vegetation removal or construction will occur for a Project and Newfoundland and Labrador has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Newfoundland and Labrador, until Newfoundland and Labrador is satisfied that the federal requirements under the Canadian Environmental Assessment Act, 2012(CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

## **11 ABORIGINAL CONSULTATION**

1. No site preparation, vegetation removal or construction will occur for a Project and Newfoundland and Labrador has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Newfoundland and Labrador, until Newfoundland and Labrador is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met. If required, Newfoundland and Labrador must be satisfied that for each Project:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by the Ultimate Recipient and these costs may be considered Eligible Expenditures; and
- d) Any other information has been provided that Canada may deem appropriate.

## **12 AUDIT**

1. The Ultimate Recipient will ensure that proper and accurate financial accounts and records are kept, including but not limited to its contracts, invoices, statements, receipts, and vouchers in respect of all Projects for at least six (6) years after The Project is complete Date.
2. Newfoundland and Labrador reserves the right to Audit at any time during The Project and the six (6) years following.

## **13 ACCESS**

1. The Ultimate Recipient will provide reasonable and timely access to Project sites, facilities, and any records, documentation or information for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement to representatives of Newfoundland and Labrador or the Government of Canada

## **14 DISPUTE RESOLUTION**

1. The Parties will keep each other informed of any issue that could be contentious.
2. If a contentious issue arises, Newfoundland and Labrador will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where Newfoundland and Labrador cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
3. Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.

4. Any payments related to any contentious issue raised by either Party may be suspended by Newfoundland and Labrador, together with the obligations related to such issue, pending resolution.
5. The Parties agree that nothing in this section will affect, alter or modify the rights of Newfoundland and Labrador to terminate this Agreement.

## **15 DEFAULT**

### **15.1 EVENTS OF DEFAULT**

1. If the Ultimate Recipient has not complied with one or more of the terms and conditions of this Agreement, that action constitutes the “Event of Default” under this Agreement

### **15.2 DECLARATION OF DEFAULT**

1. Newfoundland and Labrador may declare default if:
  - a) The Event of Default occurs;
    - i) Newfoundland and Labrador gives notice to the Ultimate Recipient of the event, which in Newfoundland and Labrador’s opinion constitutes an Event of Default; AND
    - ii) The Ultimate Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of Newfoundland and Labrador that it has taken such steps as are necessary to remedy the Event of Default.

### **15.3 REMEDIES ON DEFAULT**

1. In the event that Newfoundland and Labrador declares default under section 15.2 (Declaration of Default), Newfoundland and Labrador may exercise one or more of the following remedies, without limiting any remedy available to it by law:
  - a) Suspend or terminate any obligation by Newfoundland and Labrador to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
  - b) Suspend or terminate the approval of Projects;

- c) Require the Ultimate Recipient to reimburse Newfoundland and Labrador all or part of the contribution paid by Newfoundland and Labrador to the Ultimate Recipient; or
- d) Terminate this Agreement.

## **16 LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **16.1 LIMITATION OF LIABILITY**

1. In no event will Newfoundland and Labrador, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
  - a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
  - b) any damage to or loss or destruction of property of any Person; or
  - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or each of The Projects.

### **16.2 INDEMNIFICATION**

1. The Ultimate Recipient will at all times indemnify and save harmless Canada, Newfoundland and Labrador, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:
  - a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
  - b) any damage to or loss or destruction of property of any Person; or
  - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Newfoundland and Labrador in the performance of his or her duties.

## **17 ASSETS**

### **17.1 DISPOSAL OF ASSETS**

1. Unless otherwise agreed to by the Parties, Newfoundland and Labrador will require that the Ultimate Recipient will maintain ongoing operations and will agree to retain title to and ownership of any Assets purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, for the first five (5) years after substantial completion of The Project.
2. If at any time within the first five (5) years after substantial performance of The Project, an Ultimate Recipient disposes of, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, the Ultimate Recipient may be required to reimburse Newfoundland and Labrador, any funding received for The Project.
3. Exemptions are:
  - a) When the asset is transferred to Canada, Newfoundland and Labrador, a municipal or regional government; OR
  - b) With Newfoundland and Labrador's consent.

### **17.2 REVENUE FROM ASSETS**

1. The Parties acknowledge that Newfoundland and Labrador's contribution to a Project is meant to accrue to the public benefit. The Ultimate Recipient will notify Newfoundland and Labrador in writing within ninety (90) business days of the end of a Fiscal Year if any Asset owned by a for-profit Ultimate Recipient is used in such a way that in the Fiscal Year revenues are generated from it exceed its operating expenses. Newfoundland and Labrador may require the Ultimate Recipient to immediately pay to Newfoundland and Labrador a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the first five (5) years after substantial completion of The Project.

## **18 AMENDMENTS TO AGREEMENT**

1. This Agreement may be amended from time to time on written agreement of the Parties.

## **19 CONFLICT OF INTEREST**

1. No current or former public servant or public office holder to whom any post-

employment, ethics and conflict of interest legislation, guidelines, codes or policies of Newfoundland and Labrador applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Ultimate Recipient will promptly inform Newfoundland and Labrador should it become aware of the existence of any such situation.

## **20 NO AUTHORITY TO REPRESENT**

1. Nothing in this Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of Newfoundland and Labrador or to act as an agent for Newfoundland and Labrador. The Ultimate Recipient will take the necessary action to ensure that any Contract between The Ultimate Recipient and any Third Party contains a provision to that effect.

## **21 LOBBYIST**

1. The Ultimate Recipient has not made and will not make a payment or other compensation to any individual required to be registered under the federal Lobbying Act that is, in whole or in part, contingent on the outcome of arranging a meeting between a public office holder and any other person, or communicating with a public office holder in the awarding of any contribution funding or other financial benefit under this Agreement or negotiating, in whole or in part, any of the terms and conditions of this Agreement by or on behalf of His Majesty the Queen in Right of Newfoundland and Labrador.

## **22 SEVERABILITY**

1. If for any reason a provision of this Agreement, that is not a fundamental term of this Agreement, between the Parties is found to be, or becomes invalid, or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions of this Agreement will continue to be valid and enforceable.

## **23 ASSIGNMENT**

1. The Ultimate Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Newfoundland and Labrador. Any attempt by the Ultimate Recipient to assign any of the rights, duties or obligations of this Agreement without Newfoundland and Labrador's express written consent is void.

## **24 WAIVER**

1. A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

## **25 NOTICE**

1. Any notice provided for under this Agreement may be delivered in person, sent by email, facsimile or mail, addressed to:

Director – Municipal Infrastructure  
Municipal Infrastructure  
Department of Transportation and Infrastructure  
PO Box 8700 St. John's, NL, A1B 4J6

or such other address, email or facsimile number, or addressed to such other person as Newfoundland and Labrador may, from time to time, designate.

## **26 COMPLIANCE WITH LAWS**

1. The Ultimate Recipient will comply with and require that each Project complies with all statutes, regulations, and other applicable laws governing Newfoundland and Labrador, the Ultimate Recipient and all Projects under this Agreement, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter.

## **27 SUCCESSORS AND ASSIGNS**

1. This Agreement is binding upon the Parties and their respective successors and assigns.

## **28 PROJECT ANNOUNCEMENTS**

1. The Ultimate Recipient will consent to a public announcement of The Project by Newfoundland and Labrador and Canada. After official announcement of The Project by Newfoundland and Labrador and Canada, The Project will be considered to be in the public domain.
2. The Ultimate Recipient will not publically announce The Project until after, or with, the announcement by Newfoundland and Labrador, and Canada.
3. Public announcements of The Project must comply with Schedule B – Communications Protocol.

## **29 AGREEMENT SIGNATURES**

1. This Agreement is executed once both Parties have signed the agreement. The original document will be deemed to be the electronic, secured PDF version, containing both signatures.

## **30 GENERAL**

1. Time shall be of the essence with respect to all matters in this Agreement.
2. This Agreement together with the letter of approval, and the Infrastructure Project Guidelines attached hereto, constitutes the entire Agreement between the Parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto.

This Agreement has been executed on behalf of Newfoundland and Labrador by the Minister responsible for the Department of Transportation and Infrastructure, and by two designated signing officials of the Ultimate Recipient, the day and year first before written.

**SIGNED** by the  
Minister of Transportation and Infrastructure  
in the presence of:

\_\_\_\_\_  
Witness Name (printed)                      Signature                      Date

\_\_\_\_\_  
Minister of Transportation and Infrastructure (printed)                      Signature                      Date

**SIGNED AND SEALED** by the  
Designated signing officials of  
City of Corner Brook  
in the presence of:

\_\_\_\_\_  
Witness #1 Name (printed)                      Signature                      Date

\_\_\_\_\_  
Signing Official #1 Name and Title (printed)                      Signature                      Date

\_\_\_\_\_  
Witness #2 Name (printed)                      Signature                      Date

\_\_\_\_\_  
Signing Official #2 Name and Title (printed)                      Signature                      Date

**Schedule 1**  
**Funding Cost Shares**

<b>Total Project Cost</b>	<b>GST/HST Rebate</b>	<b>Total Eligible Costs</b>	<b>Federal Contribution</b>	<b>Provincial Contribution</b>	<b>Recipient Contribution</b>
			<b>33.34%</b>	<b>33.33%</b>	<b>33.33%</b>
<b>\$ 1,500,000</b>	<b>\$ 139,748</b>	<b>\$ 1,360,252</b>	<b>\$ 453,508</b>	<b>\$ 453,372</b>	<b>\$ 453,372</b>

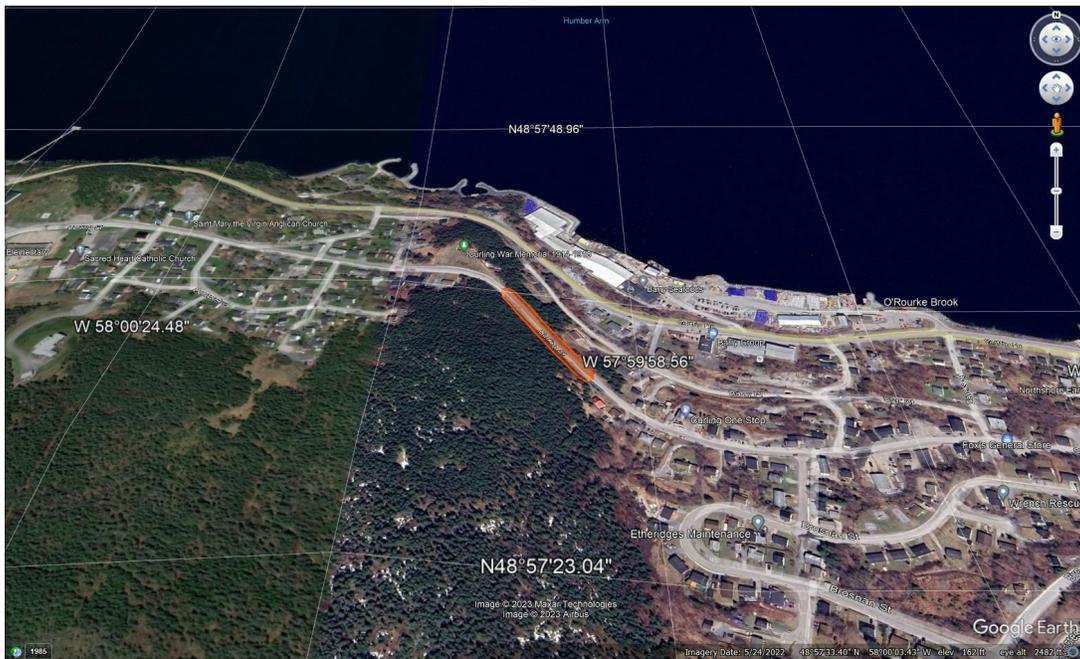
**Schedule 2**

**Approved Project Scope**

The approved scope of the project shall be:

Project consists of the replacement of the aging retaining wall located at Curling Street in the City of Corner Brook. The project includes the installation of a new 85 m long retaining wall. The project aims to prevent damage to the existing road structure and buried infrastructure.

The project location is defined in the google earth image below.



**Schedule 3**

**Project Timelines**

	<b>Milestone</b>	<b>Deadline</b>
1	Sign project Agreement	45 Days from notification of project approval issued by the Minister
2	Consultant Contract Awarded	12 months from notification of project approval issued by the Minister
3	Construction Contract Awarded	24 months from notification of project approval issued by the Minister
4	Project Completion and final invoices submitted to Transportation and Infrastructure	As per table contained in project guidelines, but not more than 48 months from notification of project approval issued by the Minister.

## **SCHEDULE A – PROGRAM DETAILS**

### **A.1 General Program Requirements**

#### **1. Eligible Expenditures**

##### **1. Eligible Expenditures will include the following:**

- i) All costs considered by Newfoundland and Labrador to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in section Ineligible Expenditures, and which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens assessments as outlined and creating community employment benefit plans;
2. The incremental costs of employees of an Ultimate Recipient may be included as Eligible Expenditures for a Project under the following conditions:
- i) The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
  - ii) The arrangement is approved in advance and in writing by Newfoundland and Labrador.
3. Costs will only be eligible as of Project approval, except for costs associated with completing climate lens assessments, or Aboriginal consultation and engagement activities as outlined, which are eligible before Project approval, but can only be paid if and when a Project is approved by Canada for contribution funding under this Agreement.

#### **4. Ineligible Expenditures**

##### **1. Ineligible expenditures for Projects will include the following:**

- i) Costs Incurred before Project approval and any and all expenditures related to Contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments as required
- ii) Costs Incurred for cancelled Projects;
- iii) Costs of relocating entire communities;
- iv) Land acquisition, except where permitted with prior approval;
- v) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of The Project; real estate fees and related costs;

- vi) Any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, any direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Ultimate Recipient's staff, except in **Eligible Expenditures**;
- vii) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- viii) Any goods and services costs which are received through donations or in kind;
- ix) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- x) Costs associated with operating expenses and regularly scheduled maintenance work;
- xi) Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project;
- xii) All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required have been met and continue to be met;
- xiii) Land acquisition in cases where it is the sole Project component; and
- xiv) Costs associated with or for the acquisition of publically owned land.

## A.2 Public Transit

### 1. Objective

1. The public transit stream will primarily build new urban transit networks and service extensions that will transform the way that Canadians live, move and work.

### 2. Eligible Project Outcomes

1. Projects eligible for public transit stream contribution funding under this Agreement must meet at least one of the following outcomes:

Improved capacity of public transit infrastructure
Improved quality and/or safety of existing or future transit systems
Improved access to public transit
Improved capacity and/or quality of pathways and/or active transportation infrastructure

### 3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for Public Transit stream contribution funding under this Agreement will not exceed:
  - i) Forty percent (40%) of Eligible Expenditures in Newfoundland and Labrador for new construction and expansion of public transit and active;
  - ii) Fifty percent (50%) of Eligible Expenditures in Newfoundland and Labrador for public transit rehabilitation Projects; or
  - iii) Twenty-five percent (25%) of Eligible Expenditures for any for-profit private sector Ultimate Recipients notwithstanding a) or b) in this section.
2. If the federal Crown's total funding towards a Project under the public transit stream exceeds the federal funding limits set out in this section or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.

### 4. Federal Requirements

1. Each Project that aligns with an outcome in the Public Transit Outcomes Table must meet the following stream-specific requirement:
  - i) Public transit refers to modes of public transportation that allow for the movement of passengers within and/or outside an urban (metropolitan) or municipal setting. As such, Projects involving pathways and active

transportation, as well as inter-community bus, rail, port and ferry infrastructure that are owned by a public sector body or created under provincial statute are eligible in the context of commuter transit Project.

**A.3 Green Infrastructure**

1. Objective

1. The Green Infrastructure Stream will support greenhouse gas emission (GHG) reductions, enable greater adaptation and resilience to the impacts of climate change and climate-related disaster mitigation, and ensure that more communities can provide clean air and safe drinking water for their citizens. This stream includes the following three sub-streams:

- i) Climate Change Mitigation;
- ii) Adaptation, Resilience, Disaster Mitigation; and
- iii) Environmental Quality.

2. Eligible Project Outcomes

1. Projects eligible for Green Infrastructure Stream contribution funding under this Agreement must meet at least one of the outcomes in the following table, except for planning Projects, where the eventual infrastructure Project must align with at least one of the outcomes in the following table:

<b>Climate Change Mitigation Outcomes:</b>
Increased capacity to manage more renewable energy
Increased access to clean energy transportation
Increased energy efficiency of buildings
Increased capacity to generate clean energy
<b>Adaptation, Resilience and Disaster Mitigation Outcomes:</b>
Increased structural capacity and/or increased natural capacity to adapt to climate change impacts, natural disasters and/or extreme weather events
<b>Environmental Quality Outcomes:</b>
Increased capacity to treat and/or manage wastewater and/or stormwater
Increased access to potable water
Increased capacity to reduce and/or remediate soil and/or air pollutants
Improved capacity and/or quality of pathways and/or active transportation infrastructure

3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for Green Infrastructure stream contribution funding under this Agreement will not exceed:

- i) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations;

- ii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients; or
  - iii) Twenty-five percent (25%) of Eligible Expenditures for any for-profit, private sector Ultimate Recipients.
2. The maximum funding to a Project under the green infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval from Canada.
3. If the federal Crown's total funding towards a Project under the Green Infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.
4. Federal Requirements
- 1. Each Project that aligns with a climate change mitigation outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
  - 2. For Projects involving higher order rapid transit, the adoption of vehicles that use a renewable fuel source in a public transit fleet, or active transportation Projects, Newfoundland and Labrador will confirm that such Projects are consistent with a land-use or transportation plan or strategy, and where applicable, that Projects are consistent with the approved plans of regional transportation bodies.
  - 3. Each Project that aligns with an environmental quality outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
    - i) Wastewater Projects must result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable.
    - ii) Drinking water quality following completion of a drinking water Project must meet or exceed provincial standards.
    - iii) Solid waste diversion Projects must result in a measurable increase in the quantity of material diverted from disposal as measured against a baseline using the Generally Accepted Principles for Calculating Municipal Solid Waste System Flow.
    - iv) Projects that reduce or remediate soil pollutants must be undertaken on

properties that are contaminated, as confirmed by a Phase II Environmental Site Assessment.

#### **A.4 Community, Culture and Recreation Infrastructure**

##### 1. Objective

1. The Community, Culture and Recreation Infrastructure stream will build stronger communities and improve social inclusion.

##### 2. Eligible Project Outcomes

1. Projects eligible for Community, Culture and Recreation Infrastructure stream contribution funding under this Agreement must meet the outcome in the following table.

Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations

##### 3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project approved for Community, Culture and Recreation Infrastructure stream contribution funding under this Agreement will not exceed:
  - i) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations; or
  - ii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients notwithstanding (1) in this section.
  - iii) The maximum funding to a Project under the community, culture and recreation infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval by Canada.
  - iv) If the federal Crown's total funding towards a Project under the community, culture and recreation infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.

#### 4. Federal Requirements

1. Each Project that aligns with an outcome in the Community, Culture and Recreation Infrastructure Outcomes Table must meet the following requirements:
2. Community, Culture and Recreation Infrastructure Projects must be community-oriented, non-commercial in nature and open for use to the public and not limited to a private membership.
3. “Community Infrastructure” is defined as community hubs and community centres. These are publicly accessible, multi-purpose spaces that bring together a variety of different services, programs and/or social and cultural activities to reflect local community needs.
4. Project Health and Education facilities must benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action.

## A.5 Rural and Northern Communities Infrastructure

### 1. Objective

1. The Rural and Northern Communities Infrastructure stream will support Projects that improve the quality of life in rural and northern communities by responding to rural- and northern-specific needs.

### 2. Eligible Project Outcomes

1. Projects eligible for Rural and Northern Communities Infrastructure stream contribution funding under this Agreement:

- i) must meet at least one of the outcomes in the following table; or

Improved food security
Improved and/or more reliable road, air and/or marine infrastructure
Improved broadband connectivity, including Internet and mobile wireless infrastructure
More efficient and/or reliable energy
Improved education and/or health facilities (specific to the Truth and Reconciliation Commission's <i>Calls to Action</i> )

- ii) must, subject to approval by Canada, meet at least one of The Project outcomes in the Public Transit Outcomes Table, the Green Infrastructure Outcomes Table or the Community, Culture and Recreation Infrastructure Outcomes Table.

### 3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for rural and northern communities infrastructure stream contribution funding under this Agreement will not exceed:

- i) Fifty percent (50%) of Eligible Expenditures municipalities and regional governments with a population of five thousand (5,000) or more and not-for-profit Ultimate Recipients;
- ii) Sixty percent (60%) of Eligible Expenditures for municipalities and regional governments with a population of less than five thousand (5,000);

- iii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients; or
- iv) Twenty-five percent (25%) of Eligible Expenditures for for-profit, private sector Ultimate Recipients, notwithstanding i) or ii) in this section.
- v) The maximum funding to a Project under the rural and northern communities infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval by Canada.
- vi) If the federal Crown's total funding towards a Project under the rural and northern communities infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.

#### 4. Federal Requirements

1. Each Project that aligns with an outcome in the Rural and Northern Communities Infrastructure Outcomes Table must meet the following requirements:
2. Projects will be restricted to those situated within, and that are for the direct benefit of, rural and northern communities with a population of one hundred thousand (100,000) or less based on 2016 Statistics Canada Census data.

## **SCHEDULE B – COMMUNICATIONS PROTOCOL**

### **B.1 Purpose**

1. This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of the Ultimate Recipient, with respect to Communications Activities related to this Agreement and The Projects funded through it.
2. This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
3. The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

### **B.2 GUIDING PRINCIPLES**

1. Communications Activities undertaken in accordance with this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
2. Newfoundland and Labrador is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Ultimate Recipients.

### **B.3 GOVERNANCE**

1. The Parties will designate communications contacts that will be responsible for overseeing this Protocol's implementation and reporting on its results to the Oversight Committee.

### **B.4 JOINT COMMUNICATIONS**

1. Canada, Newfoundland and Labrador and the Ultimate Recipient will have Joint Communications about the funding of The Project(s).
2. Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.
3. All Joint Communications material will be approved by Canada and Newfoundland and Labrador prior to release, and will recognize the funding of all Parties.
4. Each of the Parties or the Ultimate Recipient may request Joint Communications to communicate to Canadians about the progress or completion of The Project(s). The

requestor will provide at least 15 business days' notice to the other Parties or the Ultimate Recipient. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

5. The requestor of the Joint Communications will provide an equal opportunity for the other Parties or the Ultimate Recipient to participate and choose their own designated representative (in the case of an event).
6. Newfoundland and Labrador or the Ultimate Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
7. Canada has an obligation to communicate in English and French. Joint communications products must be bilingual and include the Canada wordmark and other Parties' logos. Canada will provide the translation and final approval on products.
8. The conduct of all Joint Communications will follow the Table of Precedence for Canada.

#### **B.5 INDIVIDUAL COMMUNICATIONS**

1. Notwithstanding section B.4 of this Communications Protocol (Joint Communications), Canada and Newfoundland and Labrador retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
2. Canada will post a copy of this Agreement on its website, in addition to information on any of The Projects funded through it.
3. Canada, Newfoundland and Labrador and the Ultimate Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social-media based, from linking to it.
4. Canada, Newfoundland and Labrador or the Ultimate Recipient may issue digital communications to communicate progress of The Project(s).
5. Where a web site or web page is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This Project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Canada will provide and publish guidelines for how this

recognition is to appear.

6. The Ultimate Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed Project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to INFC.photos@canada.ca along with Project name and location.

#### **B.6 OPERATIONAL COMMUNICATIONS**

1. The Ultimate Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
2. Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This Project is funded in part by the Government of Canada." As appropriate, operational communications will also recognize the funding of Newfoundland and Labrador in a similar manner.

#### **B.7 MEDIA RELATIONS**

1. Canada and Newfoundland and Labrador will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

#### **B.8 SIGNAGE**

1. Canada, Newfoundland and Labrador or the Ultimate Recipient may request a sign recognizing their funding contribution to a Project.
2. Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipient who will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
3. The joint sign design, content, and installation guidelines will be provided by Canada.
4. The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.
5. Digital signage may also be used in addition or in place of a physical sign in cases where a physical would not be appropriate due to Project type, scope, location or duration.

6. Where the Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal contribution and be approved by Canada.
7. Newfoundland and Labrador agrees to inform Canada of sign installations through The Project progress reports referenced in section 14 (Reporting) of this Agreement.
8. Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.
9. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

#### **B.9 COMMUNICATING WITH ULTIMATE RECIPIENTS**

1. Newfoundland and Labrador agrees to facilitate, as required, communications between Canada and the Ultimate Recipient for Communications Activities.

#### **B.10 ADVERTISING CAMPAIGNS**

1. Recognizing that advertising can be an effective means of communicating with the public, Canada and/or Newfoundland and Labrador may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient will inform the other Parties or Ultimate Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.



# Request for Decision (RFD)

**Subject:** Plumbing Services for City Buildings - 2023-10

**To:** Melody Roberts

**Meeting:** Regular Meeting - 15 May 2023

**Department:** Engineering

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

**Topic Overview:**

**Attachments:** [RRHVAC 2023-10 Tender Form Redacted](#)

## BACKGROUND INFORMATION:

The City of Corner Brook requested bids for the plumbing services and maintenance of City Buildings on a standard offer basis. This is a 2-year Contract from June 1, 2023, to May 31, 2025, and generally consists of the maintenance/service of various municipal structures on an "as required" basis.

Tenders for the Plumbing Services/Maintenance for Buildings 2023-10 closed on May 9, 2023 with the following two (2) bids received:

R&R HVAC and Controls Ltd.	\$22,540.00 HST included (per annum)
Northridge Developments Ltd.	\$27,370.00 HST included (per annum)

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** award the tender to R&R HVAC and Controls Ltd. for the Tender price of \$22,540.00 HST included for the Plumbing Services/Maintenance for Buildings 2023-10.

## FINANCIAL IMPACT:

The low bid noted above reflects an increase of 5.6% when compared to the current 2-year Contract which is set to expire May 31, 2023.

**Finance Type:** Budget

Director of Community, Engineering, Development & Planning      Approved - 11 May 2023

Administrative Assistant to the City Manager      Approved - 11 May 2023

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City Manager

**PLUMBING SERVICE / MAINTENANCE  
FOR BUILDINGS  
CONTRACT NO. 2023-10**

**SECTION B**

**FORM OF TENDER**

TENDER FORM

Tender for: Plumbing Service / Maintenance for Buildings  
Contract No: 2023-10

To: City of Corner Brook  
P.O. Box 1080  
5 Park Street  
Corner Brook, NL  
A2H 2W8

12:05 pm  
May 9/2023



To Whom It May Concern:

- 1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

Twenty two thousand, five hundred  
and forty dollars

(\$ 22,540 ) per annum in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

- 2. The Work will be substantially performed by May 31, 2025.
- 3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders:
  - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or
  - (b) an approved certified cheque in the correct amount made out in favour of the City of Corner Brook.

In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender, the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for failure or

refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE CONTRACT DOCUMENTS, WE WILL:
  - (a) execute the Form of Agreement;
  - (b) substantially complete all work included in the contract within the time and under conditions specified.
5. WE understand that the Performance Bond and Insurance as required by the contract documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
6. WE declare that the rates and prices herein tendered have been correctly computed for the purposes of this tender and include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, traveling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges, except as otherwise provided in the contract documents.
8. WE agree to authorize the Owner to release the names of sub-contractors used in our tender where such information is requested from the Owner.
9. WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.
10. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the contract documents.
11. We understand that this procurement process is subject to the Access to Information and Protection of Privacy Act, 2015 and agree that the financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
12. We understand and agree that the procurement is subject to trade agreements, if applicable.

- 13. The prices herein Tendered include all fringe benefits, transportation costs, travelling time, administration costs, insurance premiums, coordination fees and all other relevant costs.
- 14. The material shall mean only expendable items to construct the Work described on the Work orders issued by the Owner and not items such as tools, equipment and other items listed in the Specifications. The Tenderer agrees to submit monthly invoices at his/her company's net cost of material purchased plus 10% mark-up to cover local delivery to site and related costs plus 10% profit.
- 15. For materials in unit price Work where any single material item cost \$300 or more the Contractor must obtain written price quotes from three (3) suppliers. The Contractor shall obtain the materials from the lowest supplier and submit the lowest supplier's invoice along with his/her own invoice showing appropriate mark-ups. The other two quotes must be retained and submitted to the Owner should they be requested.
- 16. The Owner reserves the right to use its own forces to perform any Work and to Tender any Work. Generally however, it is the intent that the Contractor will carry out minor projects which are within his/her competence. Refer also to Section D.
- 17. WE hereby acknowledge receipt of the following addenda:

Addendum Numbers: NA , NA , NA , NA

In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: R & R HVAC and Controls Ltd.

Address: 961 CBS Highway  
Conception Bay South

Postal Code: A1X 7T2

Email: adam@rrhvacandcontrols.com

Phone #: 709-744-3400

Fax #: 709-744-2112



Signing Officer

\_\_\_\_\_  
Signing Officer

Corporate Seal



Witnessed By

APPENDIX A

SCHEDULE OF QUANTITIES AND PRICES

Hereunder is the breakdown of the sum quoted in Section 1 of the Tender submitted by

RQR HVAC and Controls LTD

to CITY OF CORNER BROOK

on (Date) 9/15/2023 and which is an integral part of the above-noted Tender.

<u>Total Estimated Hours per Annum</u>	<u>Rate/Hour for Qualified Tradesperson</u>	<u>Material Allowance Factor of 1.4</u>	<u>Sub-Total Annual Tender Amount</u>
<u>200</u> (as in Section A)	X <u>\$70</u>	X <u>1.4</u>	= <u>\$19,600</u>
		HST 15%:	<u>\$2,940</u>
	<b>ANNUAL TOTAL TENDER AMOUNT:</b>		<u>\$22,540</u>
			(Report this Total Amount on Page 1 of the Tender Form)

Annual Total Tender Amount will be used for determining the amounts of Security and Insurance required as outlined in Section A and C.

To verify the authenticity of this bond please go to Trisura's website <https://secure.trisura.com/bondcheck/> and upload a copy of this bond. To verify the bond, please refer to the instructions attached to this bond.



**BID BOND**

Bond No: TCS0299033-23-08

Bond Amount: 10% of Tender

**R&R HVAC and Controls Ltd.**, as Principal, hereinafter called the Principal, and **Trisura Guarantee Insurance Company** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Corner Brook** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of Tender (10% of Tender)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated this **May 9, 2023**, for **City of Corner Brook - Plumbing Service/Maintenance For Buildings - 2 Year Contract - Contract NO: 2023-10**.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **Thirty (30)** days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

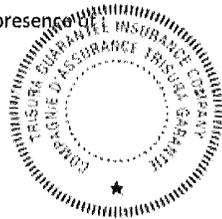
No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated May 8, 2023.

SIGNED and SEALED

**R&R HVAC and Controls Ltd.**  
Principal

In the presence of



\_\_\_\_\_  
*Name of Signator for Principal*

E-SIGNED by Roy Hollett  
on 2023-05-09 09:51:26 GMT  
\_\_\_\_\_  
*Signature*

**Trisura Guarantee Insurance Company**  
E-SIGNED by Kim Grant  
on 2023-05-08 19:06:54 GMT  
**Kim Grant, Attorney-in-Fact**



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Canadian Construction Documents Committee

(CCDC 220 – 2002 has been approved by the Surety Association of Canada))





# Request for Decision (RFD)

**Subject:** Standing Offer - Hired Equipment Services, Contract 2023-08

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 15 May 2023  
**Department:** City Manager  
**Staff Contact:** Dawn Marshall, Fleet Management Coordinator  
**Topic Overview:** Standing Offer - Hired Equipment Services, Contract 2023-08  
**Attachments:** [Hired Equipment List - May 22 to December 21, 2023 Council Copy](#)

## BACKGROUND INFORMATION:

Quotations were recently invited by the City of Corner Brook for the supply of equipment with operator, on demand, for a period of seven months (May 22, 2023 – December 21, 2023). Hourly rates were requested (with various attachments) for loaders with/without attachments, rubber tire backhoes with/without attachments, tandem trucks, excavators & mini excavators with/without attachments, tractors/dozers, graders, skid steer sidewalk sweepers/snowblowers, and boom trucks. The tender closed on May 3, 2023 and all compliant quotations are indicated in the attached document.

## PROPOSED RESOLUTION:

Be it **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the quotations for Hired Equipment Services as stated in the attached document for a seven-month period (May 22<sup>nd</sup>, 2023 to December 21<sup>st</sup>, 2023) on a standing offer basis.

## FINANCIAL IMPACT:

Various Public Works, Water, and Wastewater accounts on an as needed basis.

## ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications.

**Legal Review:** No

## RECOMMENDATION:

It is the recommendation of staff to accept the quotations for Hired Equipment Services as stated in the attached document for a seven month period (May 22<sup>nd</sup>, 2023 to December 21<sup>st</sup>, 2023) on a standing offer basis.

Administrative Assistant to the City  
Manager

Approved - 11 May 2023

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City Manager

<b>Hired Equipment</b> <b>May 22, 2023 to December 21, 2023</b>
--

<b>Rubber Tire Backhoe(s)</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Four Seasons Excavations	2022 JCB 3CX Super		\$40.00
Make Enterprises Ltd.	2013 B95B New Holland		\$49.49
A-1 Transportation Ltd.	2013 3CX JCB		\$51.96
Ambstemel Trucking Ltd.	2014 420F CAT		\$57.89
Rico Construction Ltd	2014 420F CAT		\$58.50
Lundrigan's Contracting	2010 310 J John Deere		\$64.00
Ron Flynn Transport Ltd.	2018 CAT 420		\$75.00
Twin Mountain Contracting Ltd.	2016 420 F IT CAT		\$79.00
JCL Investments Inc.	2017 310 John Deere		\$85.00
Dawe's Equipment	2012 3CX JCB		\$85.00
Humber Arm Contracting Inc.	2010 420D CAT		\$99.99
Three G Services	2022 3CX JCB		\$100.00

<b>Rubber Tire Backhoe(s) with Breaker Attachment</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Ron Flynn Transport Ltd.	2018 CAT 420		\$48.44
Rico Construction Ltd	2014 420F CAT		\$65.00
A-1 Transportation Ltd.	2013 3CX JCB		\$68.00
Ambstemel Trucking Ltd.	2014 420F CAT		\$82.89
Lundrigan's Contracting	2010 310 J John Deere		\$85.00
Twin Mountain Contracting Ltd.	2016 420 F IT CAT		\$99.00
Humber Arm Contracting Inc.	2010 420D CAT		\$114.97

D. Marshall      May 8, 2023

Hired Equipment May 22, 2023 to December 21, 2023			
Tandem Dump Truck(s)			
Contractor	Model	Telephone Numbers	Rate
Ron Flynn Trucking Ltd.	1994 Volvo		\$49.49
Make Enterprises Ltd.	2006 7600 International		\$49.49
A-1 Transportation Ltd.	2009 VHD13 Volvo		\$52.00
Ambstemel Trucking Ltd.	2002 T-800 Kenworth		\$56.73
Rico Construction Ltd.	2023 Granite Mack		\$58.50
Ambstemel Trucking Ltd.	2010 T-800 Kenworth		\$82.33
JCL Investments Inc.	2016 7600 International		\$95.00
JCL Investments Inc.	2016 7600 International		\$95.00
JCL Investments Inc.	2016 7600 International		\$95.00
Twin Mountain Contracting Ltd.	2014 T800 Kenworth		\$97.98
Humber Arm Contracting Inc.	2011 9300 Western Star		\$98.48
Humber Arm Contracting Inc.	2014 Western Star		\$114.92
Humber Arm Contracting Inc.	2016 Western Star		\$114.92

D. Marshall May 8, 2023

**Hired Equipment  
May 22, 2023 to December 21, 2023**

<b>Excavator(s)</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
A-1 Transportation Ltd.	2000 315 CAT		\$71.00
D&D Excavating and Trucking Ltd.	1995 150 Hitachi		\$79.47
Ambstemel Trucking Ltd.	2010 314D CAT		\$88.45
Make Enterprises Ltd.	2006 160 CLC John Deere		\$90.00
Rico Construction Ltd.	2021 130 KOMATSU		\$90.00
Rico Construction Ltd.	2011 312D CAT		\$90.00
Quality Construction	2022 Hyundai HX85A		\$90.00
Humber Arm Contracting Inc.	2010 160 John Deere		\$106.48
Twin Mountain Contracting Ltd.	2022 HX 130LCR		\$115.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$139.40
JCL Investments Inc.	2014 210 John Deere		\$150.00
JCL Investments Inc.	2011 200 John Deere		\$150.00
Humber Arm Contracting Inc.	2013 John Deere 290		\$165.00
Humber Arm Contracting Inc.	2010 350 John Deere		\$260.00

<b>Excavator(s) with Breaker Attachment</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Ambstemel Trucking Ltd.	2010 314D CAT		\$150.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$204.98
JCL Investments Inc.	2014 210 John Deere		\$220.00
JCL Investments Inc.	2011 200 John Deere		\$220.00

D. Marshall      May 8, 2023

Hired Equipment May 22, 2023 to December 21, 2023			
Excavator(s) with Grab Attachment			
Contractor	Model	Telephone Numbers	Rate
Rico Construction Ltd.	2021 130 KOMATSU		\$90.00
Rico Construction Ltd.	2011 312D CAT		\$90.00
Quality Construction	2022 Hyundai HX85A		\$90.00
Ambstemel Trucking Ltd.	2010 314D CAT		\$94.45
Make Enterprises Ltd.	2006 160 CLC John Deere		\$100.00
Rico Construction Ltd.	2021 130 KOMATSU		\$130.00
JCL Investments Inc.	2014 210 John Deere		\$165.00
JCL Investments Inc.	2011 200 John Deere		\$165.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$200.00
Twin Mountain Contracting Ltd.	2022 HX 130LCR		\$130.00
Excavator(s) with Tree Shredding Attachment			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 200 John Deere		\$260.00

D. Marshall May 8, 2023

<b>Hired Equipment</b> <b>May 22, 2023 to December 21, 2023</b>			
<b>Mini Excavator(s)</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Lundrigan's Contracting	2006 Takeuchi TB125		\$49.00
Dirtworx Landscaping	2021 Kubota U35-4G		\$55.00
Ambstemel Trucking Ltd.	2016 304 CAT		\$58.19
Rico Construction Ltd.	2018 305E CAT		\$59.50
Sharon Wheeler	2022 50G John Deere		\$62.00
Rico Construction Ltd.	2012 308E CAT		\$64.50
Lundrigan's Contracting	2000 310B CAT		\$69.00
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$70.00
Three G Services	2013 Takeuchi TB016		\$75.00
D&D Excavating and Trucking Ltd.	2014 Takeuchi 3.5 Ton		\$77.77
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$79.00
Quality Construction	2022 Hyundai HX85A		\$90.00
Dawe's Equipment	2017 U35 Kubota		\$90.00
Humber Arm Contracting Inc.	2020 50D John Deere		\$94.80
JCL Investments Inc.	2016 75G John Deere		\$100.00
JCL Investments Inc.	2009 35G John Deere		\$100.00

D. Marshall      May 8, 2023

<b>Hired Equipment</b> <b>May 22, 2023 to December 21, 2023</b>			
<b>Mini Excavator(s) with Breaker Attachment</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Rico Construction Ltd.	2018 305E CAT		\$65.00
Rico Construction Ltd.	2012 308E CAT		\$75.00
Sharon Wheeler	2022 50G John Deere		\$80.00
Ambstemel Trucking Ltd.	2016 304 CAT		\$89.89
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$99.00
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$109.00
Humber Arm Contracting Inc.	2020 50D John Deere		\$121.40
<b>Mini Excavator(s) with Grab Attachment</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Ambstemel Trucking Ltd.	2016 304 CAT		\$58.19
Rico Construction Ltd.	2018 305E CAT		\$59.50
Sharon Wheeler	2022 50G John Deere		\$64.00
Rico Construction Ltd.	2012 308E CAT		\$64.50
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$70.00
D&D Excavating and Trucking Ltd.	2014 Takeuchi 3.5 Ton		\$77.77
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$79.00
Quality Construction	2022 Hyundai HX85A		\$90.00
Dawe's Equipment	2017 U35 Kubota		\$90.00
Humber Arm Contracting Inc.	2020 50D John Deere		\$94.80
Three G Services	2021 304 CAT		\$100.00

D. Marshall      May 8, 2023

<b>Hired Equipment</b>			
<b>May 22, 2023 to December 21, 2023</b>			

Tractor(s)/Dozer(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 450J John Deere		\$118.41

Grader(s)			
Contractor	Model	Telephone Numbers	Rate
JCL Investments Inc.	2014 772G John Deere		\$145.00
Humber Arm Contracting Inc.	2014 772G John Deere		\$190.00

Skid Steer Sidewalk Sweeper(s)			
Contractor	Model	Telephone Numbers	Rate
Ron Flynn Transport Ltd.	2007 23CB CAT		\$120.00
Humber Arm Contracting Inc.	2010 23CB CAT		\$121.41

Boom Truck(s)			
Contractor	Model	Telephone Numbers	Rate
JCL Investments Inc	2016 Peterbilt 367		\$125.00
Sparkes Transportation & Crane Ltd.	2021 Freightliner		\$150.00

D. Marshall      May 8, 2023





# Request for Decision (RFD)

**Subject:** Regional Recreation Center - Change Order No. 39

**To:** Melody Roberts

**Meeting:** Regular Meeting - 15 May 2023

**Department:** Engineering

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

**Topic Overview:**

**Attachments:** [EC 0038R2 - Rectification of Structural Conditions \(003\) Redacted](#)

## BACKGROUND INFORMATION:

Costs associated with rectifying structural conditions as noted by Pinto Engineering during their site visit. Costs to install an angle clip at the tops of the masonry walls along GL 12 on Level 1, and grout the walls into the columns on level 1 on the same gridline.

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** approve Change Order No. 39 between the City of Corner Brook and Pomerleau Inc. for the increase of \$39,791.36 HST Included for the Corner Brook Regional Recreation Center.

## FINANCIAL IMPACT:

Project Budget - \$24,700,000.00

Original Contract Amount - \$22,091,500.00

New Contract Amount - \$24,014,101.58

**Budget Code:** 17-CCR-21-00005

**Finance Type:** Funding

Director of Community, Engineering, Development & Planning      Approved - 12 May 2023

Administrative Assistant to the City Manager      Approved - 12 May 2023

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

## POMERLEAU

521, 6<sup>e</sup> AVENUE, SAINT-GEORGES, QC G5Y 0H1 CANADA T\_418 228-6688 F\_418 228-3524  
 550, RUE SAINT-JACQUES, BUREAU 900, MONTREAL, QC H2Y 0A2 CANADA T\_514 789-2728 F\_514 789-2288  
 562, CHEMIN OLIVIER, LEVIS, QC G7A 2N6 CANADA T\_418 626-2314 F\_418 626-6241  
 220-343 PRESTON STREET, OTTAWA, ON K1S 1N4 CANADA T\_613 244-4323 F\_613 244-4327  
 1486 BEDFORD HIGHWAY, SUITE 500, BEDFORD, NS B4A 1E5 CANADA T\_902 488-3869 F\_902 488-3049  
 3300 BLOOR STREET WEST, CENTRE TOWER (10<sup>th</sup> FLOOR), SUITE 3000, TORONTO, ON M8X 2X3 CANADA T\_416 207-0848 F\_416 207-9836  
 99 AIRPORT ROAD, SUITE 200, ST. JOHN'S, NL A1A 4Y3 CANADA T\_709 739-5652 F\_709 739-9110  
 MOUNTAIN VIEW BUSINESS CAMPUS, 4000, 4<sup>th</sup> STREET S.E., SUITE 311, CALGARY, AB T2G 2W3 T\_403 237-5308 F\_888 434-2796  
 6241 - 129<sup>th</sup> STREET, SURREY, BC V3W 0A6 T\_604 592-9767 F\_604 592-9766  
 RBO\_2743-1162-70 ISO\_9001-2008 WWW.POMERLEAU.CA

May 10, 2023

Mr. Steven Greeley  
**SNC Lavalin**  
 27 Beclin Road, Mt. Pearl, NL  
 A1N 5G4

RE: EC-0038-R2  
 Email: [steven.greeley@snclavalin.com](mailto:steven.greeley@snclavalin.com)

**PROJECT:** Corner Brook Rec Centre  
 Ref. No.: 20.0382

**SUBJECT:** Rectification of Structural Conditions  
 Our file EC-0038-R2

Dear Mr. Steven Greeley,

Further to your request, please find the enclosed detailed breakdown of the costs associated with the External Change EC-0038-R2.

**THE WHOLE FOR A TOTAL OF: \$34,601.18 (\$ CAD)**  
**(HST Excluded)**

We request that you send the pertinent Charge Order for signature by all the stakeholders as quickly as possible. Any element that is not specifically included and that could be required for the execution of this change is excluded.

Our price is valid for a period of ten (10) days from the date of reception of this letter.

If applicable, you will be informed of the impact of the overall work schedule at a later date, either when the Change Order or ammendment to the contract is signed, or as part of a general evaluation at the end of the work.

We trust that the above is satisfactory.

Yours truly,

**POMERLEAU INC.**



**Kenneth Aucoin**  
 Senior Project Manager

**Enclosed:** Breakdown of Costs Associated with the Change  
**cc:** Aswin Rajendran Pomerleau

PROJECT: 20.0382 - Corner Brook Rec Centre

EC-0038-R2

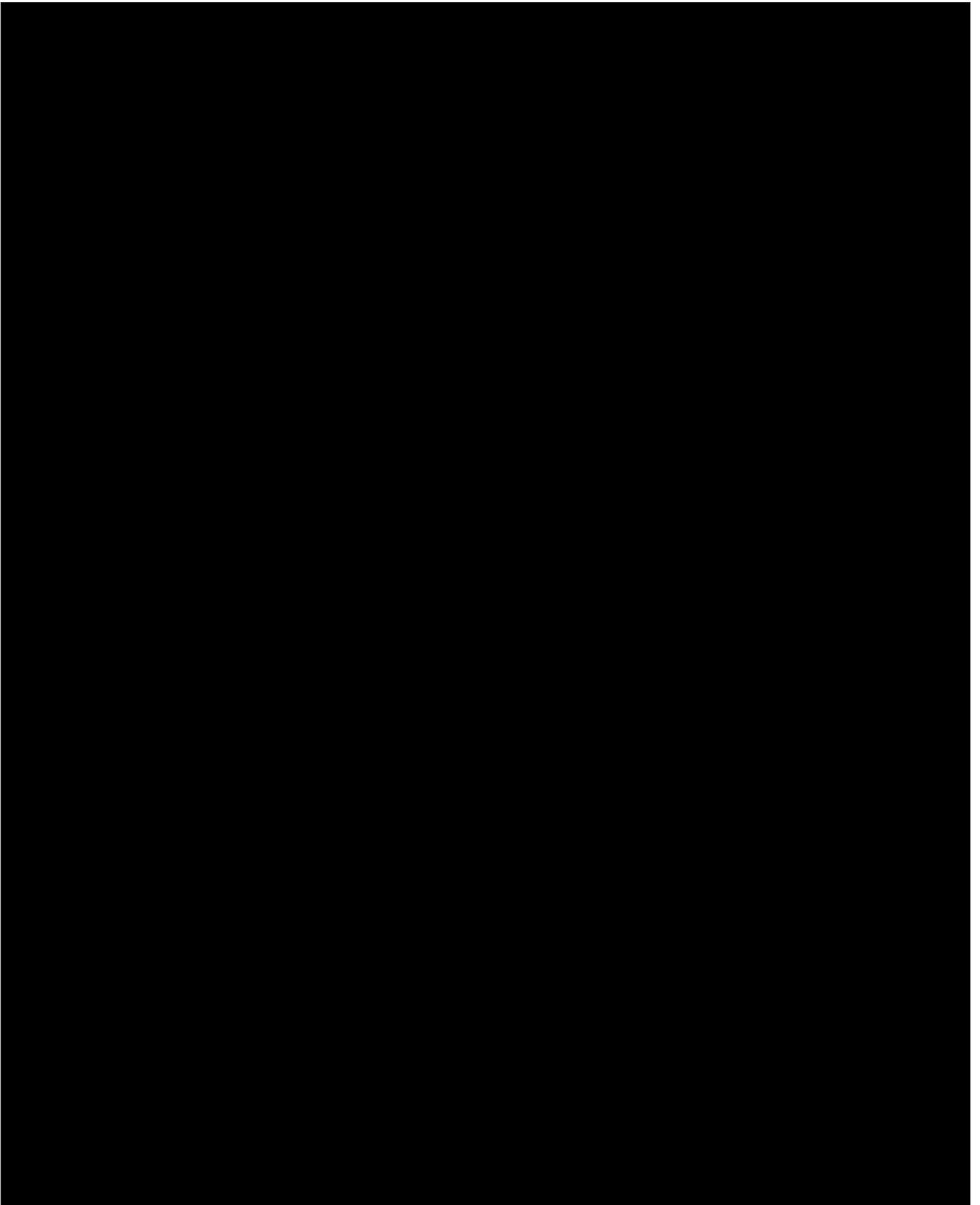
<b>EXTERNAL CHANGE</b>	
<b>Date:</b> <p style="text-align: center;">May 10, 2023</p>	<b>External Change No.:</b> <p style="text-align: center;"><b>EC-0038-R2</b></p>
<b>POMERLEAU INC.</b> 99 Airport Road, Suite 200 St. Johns, NL A1A 4Y3	<b>Project:</b> 20.0382 Corner Brook Rec Centre
<b>Owner:</b> City of Corner Brook	<b>Owner Directive No.:</b> N/A
<b>Description of Change:</b>	<b>RFI No.:</b> N/A
<b>Rectification of Structural Conditions</b>	
<b>Revision History:</b>	
<b>PROPOSAL BY CONTRATOR</b>	
The amount of the Contract will be: (Excl. HST) <input checked="" type="checkbox"/> Increased by <b>\$34,601.18</b> <input type="checkbox"/> Decreased by <input type="checkbox"/> Unchanged	The duration of the contract will be: <input type="checkbox"/> Increased by <b>TBD</b> <input type="checkbox"/> Decreased by <input style="width: 50px; height: 15px;" type="text"/> <input checked="" type="checkbox"/> To Be Determined

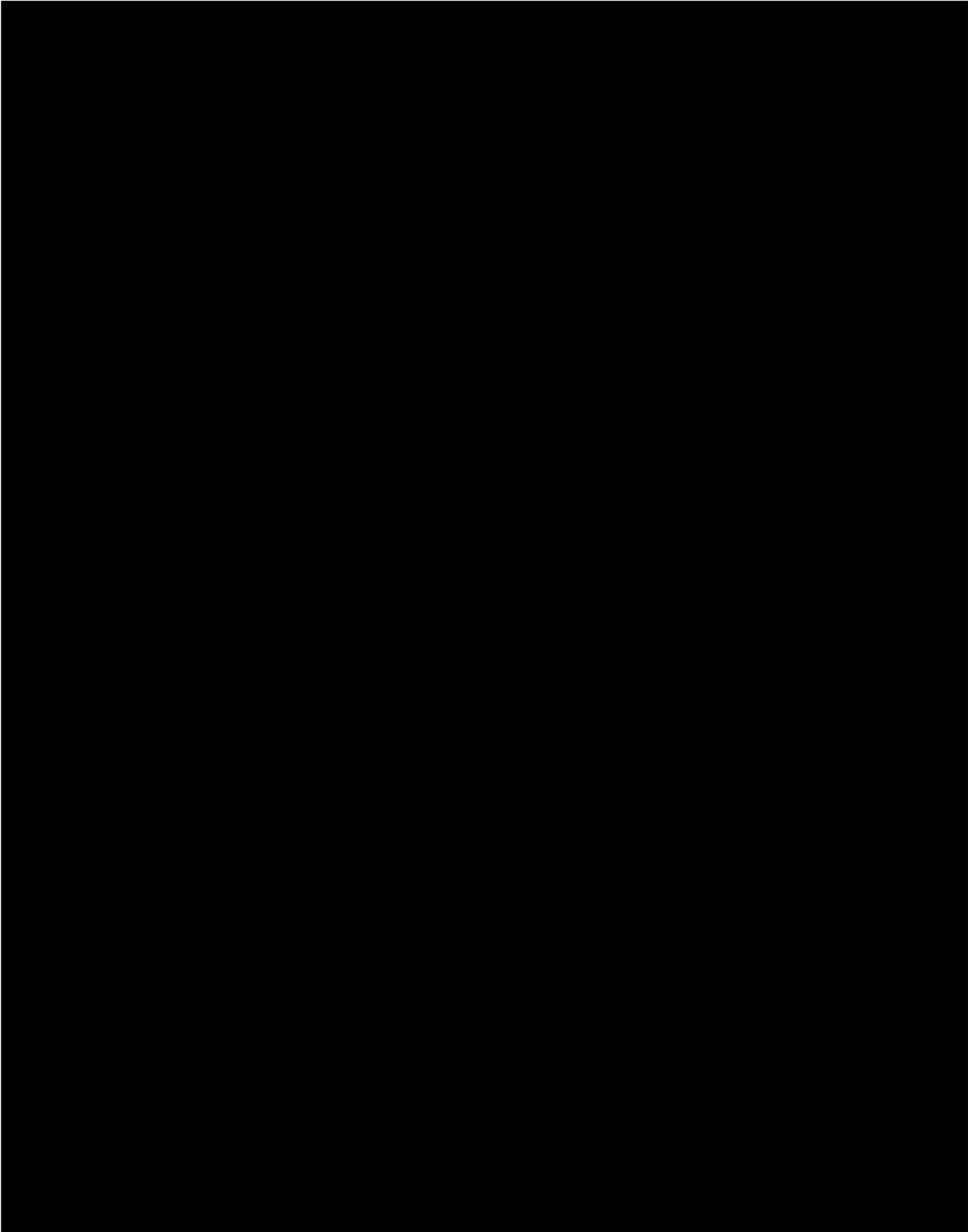


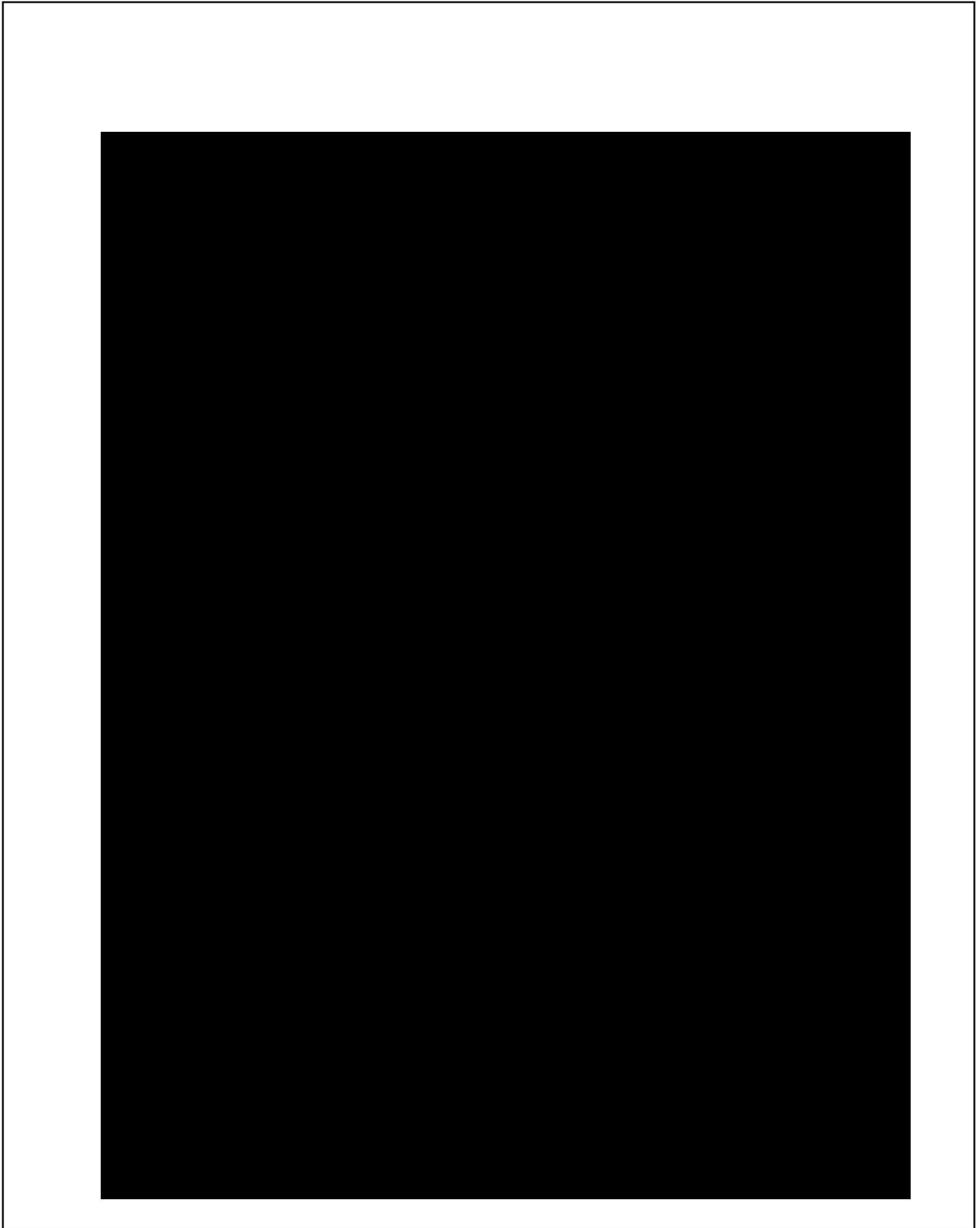


3.0 Cost For Extension of Time				
Description:				
Item	Qty	Unit	Unit Rate	Total
			Subtotal:	\$ -
			<b>TOTAL POMERLEAU COSTS:</b>	<b>\$ 630.00</b>











**Over 65 Locations**  
 Throughout Manitoba, Ontario, Quebec,  
 New Brunswick, Prince Edward Island,  
 Nova Scotia, Newfoundland & Labrador.

**Construction Equipment, Tools & Supplies**  
 Rentals • Sales • Service • Parts • Safety Training

**1-800-RENT-CAT**  
 www.BattlefieldEquipment.ca

**RENTAL QUOTE**

BILL TO: WHEELERS WELDING  
 CORNER BROOK NL

RENTAL QUOTE: 600Q02148  
 DATE PRINTED: 01/27/23

SHIP TO: CORNER BROOK (CASH SALES ONLY)  
 CORNER BROOK NL

DIVISION : 600

CUSTOMER PICKUP

CUSTOMER # : 1703  
 TELEPHONE# :  
 TERMS : CASH SALES  
 HST / GST #: 892135443-RT-000  
 PAGE : 1

PRODUCT #	DESCRIPTION	-----RATE PER UNIT-----				DATE / TIME OUT	QTY	AMOUNT
		DAILY	WEEKLY	MONTHLY	SEASONAL			
24610	MIXER, ELECT CEMENT 03CU FT IN ORDER TO AVOID CLEANING CHARGES, EQUIPMENT MUST BE RETURNED FROM RENT IN CLEAN CONDITION.		250.00			FRI JAN 27/23 08:00	1	500.00
24970	HAMMER DRILL W/BIT		225.00			FRI JAN 27/23 08:00	1	450.00
RENT	2 FULL SCAF SECTIONS W/WHEELS		445.00			FRI JAN 27/23 08:00	1	445.00
TOT RENTALS:		1395.00	TOT SALES: .00		TOT SERVICES: .00		HST	209.25
							TOTAL:	1604.25

PLEASE REMIT TO: Head Office: 6 Beclin Road, Mt. Pearl, NL A1N 5B8 • 709 745 8766 Tel • 709 745 5952 Fax  
 TERMS: NET 30 DAYS, 2% PER MONTH (24% PER ANNUM) ON OVERDUE ACCOUNTS

# QUOTE

## Wheeler's Welding & Excavation

QUOTE VALID FOR 30 DAYS  
DATE: APRIL 24, 2023

109 Country Road  
Corner Brook, NL  
A2H 4M2  
(709) 638-0476

TO Pomerleau Ltd.  
University job quote for:  
Grouting 6 Columns on GL 12

ITEM	DESCRIPTION	LINE TOTAL
Materials	Including grout, rough lumber & misc. supplies	4,276.86
Rental	Rentals of scaffold, mixer, & Hilti drill	920.00
Labour	Installation of forms and filling columns (5 guys @ \$60 / hr )	10,680.00
	Subtotal	15,876.86
	Overhead & Profit @ 10%	2,381.53
	Total	18,258.39
	15% Tax	2,738.76
		20,997.15

Quotation prepared by: Paul Wheeler

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

# QUOTE

## Wheeler's Welding & Excavation

QUOTE VALID FOR 30 DAYS  
DATE: APRIL 24, 2023

109 Country Road  
Corner Brook, NL  
A2H 4M2  
(709) 638-0476

TO Pomerleau Ltd.  
University job quote for:  
Pool side wall

ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
Supplies	Supplies for Clips on GL 12	2,536.50	2,536.50
Rental	Rentals	1,195.00	1,195.00
Labour	Labour to intall clips (1 welder \$80, 1 helper 60\$)	\$140x43.06h	6,028.57
		Subtotal	9,760.07
	Overhead & Profit @ 15%		1,464.01
		<b>SUBTOTAL</b>	<b>11,224.08</b>
		<b>SALES TAX</b>	<b>1,683.61</b>
		<b>TOTAL</b>	<b>12,907.69</b>

Quotation prepared by: Paul Wheeler  
This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**





# Information Report (IR)

**Subject:** Request for Proposal for 49 Lundrigan Drive

**To:** Sievendra Maistry

**Meeting:** Regular Meeting - 15 May 2023

**Department:** Land Management

**Staff Contact:** Brandon Duffy, Land Management Supervisor

**Topic Overview:** To inform Council regarding the possible sale of lot 49 Lundrigan Drive via a Request for Proposals

**Attachments:** [49 Lundrigan Drive Drawing](#)  
[NLHC & City Agreement 2003 color](#)

## BACKGROUND INFORMATION:

The City of Corner Brook Land Management team received requests from various developers to purchase City land located in the Lundrigan Drive Industrial Park, specifically Lot 49 Lundrigan Drive. Most of the available lots for sale are approximately 1 acre in size, with Lot 49 being one of a few available Lots that are of a larger size, approximately 3 acres.

The Lundrigan Drive Industrial Park falls within the agreement between the City of Corner Brook and Newfoundland and Labrador Housing Corporation (NLHC), which stipulates a minimum sale price of \$32,500 per acre. All proceeds are to be shared equally between City of Corner Brook and NLHC.

In order to ensure a fair and unbiased process, staff will apply a Request for Proposals (RFP) process to assess the most suitable acquirer of the above mentioned Lot. The proposal will be evaluated on, inter alia the proposed use of the land, the expected timeline of completion of the building and the closed bid purchase price. Based on this evaluation staff will present their recommendations to Council who will make the final decision on the most suitable developer.

## FINANCIAL IMPACT:

The City will receive 50% of the final proceeds on sale of Lot 49 Lundrigan Drive.

## GOVERNANCE IMPLICATIONS:

Policy

Other

City of Corner Brook Policy

07-08-05

**Legal Review:** Yes

Director of Finance and  
Administration

Approved - 11 May 2023

Administrative Assistant to the City  
Manager

Approved - 11 May 2023

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City Manager

### Schedule "A"



LEGEND	NOTES
 Location of Land	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
	

			
<b>Possible Land Sale 49 Lundrigan Drive</b>			
DRAWN BY:	DATE: 12-03-2020	SCALE: 1:1000	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: G1	REVISION: 0

Project Path: \\land-management\1\Project and Files\Lundrigan Drive\49 Lundrigan Drive Drawing.dwg

141461

**THIS INDENTURE** made at the City of St. John's, in the Province of Newfoundland and Labrador, this 7<sup>th</sup> day of April, Two Thousand and Three.

**BETWEEN:** THE CORNER BROOK CITY COUNCIL, a body corporate - continued under the City of Corner Brook Act, R.S.N.L. 1990, c. c-15.

(hereinafter referred to as the "Mortgagor"), as amended;

**OF THE ONE PART**

NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION, a body corporate, established under the provisions of section 3 of the Housing Corporation Act, Chapter H-13 of the Revised Statutes of Newfoundland, 1990

(hereinafter referred to as the "Mortgagee"), as amended;

**OF THE OTHER PART**

Registered 27 day Aug  
A.B. 2003 at 10:00 o'clock  
Roll 2549 AND 2417  
Fee Paid \$4242.00 Reg. No. 2115624

**CONSIDERATION**

- 1. WITNESSETH** that in consideration of the sum of **One Million and Forty-Eight Thousand and Eighty-five Dollars and Fifty Cents (\$1,048,085.00)** of lawful money of Canada, now paid by the Mortgagee to the Mortgagor, the receipt whereof is hereby acknowledged and other good and valuable consideration as hereinafter appearing, the Mortgagor as beneficial and sole owner doth hereby grant, assign and mortgage unto the Mortgagee and the successors and assigns of the Mortgagee forever, **ALL AND SINGULAR** those certain parcels and tracts of land and properties situate, lying and being in the City of Corner Brook and being composed of **ALL THOSE** pieces or parcels of land in the City of Corner Brook and further bounded and described as follows:

**SEE SCHEDULES "A 1" through "A 12" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.**

- 2 -

The consideration as outlined above shall be subject to periodic review and adjustment as required. These reviews shall be done at the instance of the Mortgagee with the first such review being within the first three years of this agreement.

**TOGETHER WITH** all and singular the buildings, tenements, hereditaments and appurtenances to the same belonging or in anywise appertaining with reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim, property and demand both at law and in equity of the said Mortgagor of, in to or out of the same or any part thereof, subject to the proviso for redemption thereof hereinafter contained as may now or in the future exist.

#### **PAYMENT OF PRINCIPAL**

2. Provided this mortgage to be void or voidable in whole or in part on payment to the Mortgagee at its head office in St. John's in the Province of Newfoundland and Labrador, or such other place as the Mortgagee may designate, in lawful money of Canada of the principal money advanced as aforesaid, in whole or in part as the case may be, in accordance with the disposal of the property and the schedule of payments set forth as Schedule "D" to this mortgage and incorporated by reference herein.
- 2.1 **Arbitration** - Should the parties fail to negotiate an acceptable market value then and in that event the matters shall be resolved by remitting them to arbitration as herein provided. An independent arbitrator or expert shall be jointly determined and agreed on by the parties hereto and whose decision shall be binding upon the parties. The cost of the arbitration shall be shared equally by the parties.

- 3 -

- 2.2 **Disposal** - For the purposes of this section "dispose" or "disposal" shall be taken as meaning the disposing or disposal or disposition of the property whether by sale, lease, municipal usage or gifting subsequent to the execution of these presents. Therefore, the Mortgagor shall remit money due equal to the full consideration established within this Indenture of Mortgage upon disposal.
- 2.3 **Lease** - Should the Mortgagor in its discretion choose to lease the Mortgaged Property or any part of it to third parties then and in that event the payments due to the Mortgagee and payable by the Mortgagor shall be based on the current raw land appraisal and determined in the manner set forth in Schedule "D" attached hereto and incorporated by reference herein, and be subject to approval by the Minister Responsible for Housing.
- 2.4 **Municipal Usage** - Should the Mortgagor in its discretion choose to use the Mortgaged Property or any part of it for municipal purposes then and in that event the payments due to the Mortgagee and payable by the Mortgagor shall be based on the current raw land appraisal and determined in the manner set forth in Schedule "D" attached hereto and incorporated by reference herein, and be subject to approval by the Minister Responsible for Housing.
- 2.5 **Gifting** - Should the Mortgagor in its discretion choose to gift the Mortgaged Property or any part of it to third parties then and in that event the payments due to the Mortgagee and payable by the Mortgagor shall be based on the current raw land appraisal and determined in the manner set forth in Schedule "D" attached hereto and incorporated by reference herein, and be subject to approval by the Minister Responsible for Housing.

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### **MORTGAGOR'S COVENANTS**

3. The Mortgagor covenants and agrees with the Mortgagee: that the Mortgagor will pay the mortgage money and observe the above provisos; that the Mortgagor has a good title, in fee simple, to the said land; that the Mortgagor has the right to convey the said land to the Mortgagee; and that, on default, the Mortgagee shall have quiet possession of the said land, free from all encumbrances; that the Mortgagor will execute such further assurances of the said land as may be requisite; that the Mortgagor has done no act to encumber the said land; and that the Mortgagor doth release to the Mortgagee all its claims upon the said land subject to the said proviso.
- 3.1 The Mortgagor shall have absolute discretion over the planning, servicing and subdivision of the mortgaged property provided that such discretion is reasonably exercised in accordance with industry standards.

### **PAYMENT OF ARREARS**

4. Provided that all arrears of principal required by these presents to be paid shall be a charge on the said land.

### **PAYMENT OF ENCUMBRANCES BY MORTGAGEE**

5. It is further stipulated, provided and agreed that the Mortgagee may pay the amount of any encumbrance, lien or charge now or hereafter existing, or to arise or to be claimed upon the said land, having priority over this mortgage, including taxes or other rates on the said land and may pay all costs, charges and expenses which may be incurred in taking, recovering and keeping possession

- 5 -

of the said property, and all solicitor's charges or commissions for or in respect of the collection of any overdue installments or any other moneys whatsoever payable by the Mortgagor hereunder, as between solicitor and client, whether any action or other judicial proceeding to enforce such payment has been taken or not, and the amount so paid and insurance premiums for fire or other risks or hazards and any other moneys paid hereunder by the Mortgagee shall be added to the debt hereby secured and be a charge on the said land and shall be payable forthwith by the Mortgagor to the Mortgagee, and the non-payment of such amount shall be a default of payment within the meaning of those words in the proviso next following and shall entitle the Mortgagee to exercise the powers under such proviso; and in the event of the Mortgagee paying the amount of any encumbrance, lien or charge, taxes or rates, either out of the moneys advanced on the security of this mortgage or otherwise, the Mortgagee shall be entitled to all the rights, equities and securities of the person or persons, company, corporation or Government so paid off, and is hereby authorized to retain any discharge thereof, without registration, for a longer period than six (6) months if the Mortgagee deems it proper to do so.

**DISTRAINT**

6. Provided that the Mortgagee may distrain for arrears of installments or payments thereon that may be due and owing and then and in that event the Mortgagee may exercise whatsoever other common law remedies are available to it including but not limited to re-entry of the Mortgaged Property in whole or in part.

- 6 -

#### **RELEASE OF SECURITY**

7. Provided that the Mortgagee may at all times release any part or parts of the said land or any other security or any surety for payment of all or any part of the moneys hereby secured or may release the Mortgagor or any person from any covenant or other liability to pay the said moneys or any part thereof, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other part of the said land, or any other securities or covenants herein contained, it being especially agreed that notwithstanding any such release the land, securities and covenants remaining unreleased shall stand charged with the whole of the moneys hereby secured.
- 7.1 All legal and other expenses for the preparation and execution of such release provided in paragraph 7 above shall be borne by the Mortgagor.

#### **DEFAULT**

8. Provided that upon default of the payment of any instalment or any other moneys payable hereunder by the Mortgagor, or upon breach of any covenant, agreement or proviso herein contained, or upon any waste being committed or suffered on the said land, the whole of the moneys hereby secured remaining unpaid shall, at the option of the Mortgagee, forthwith become due and payable; but waiver of or failure to enforce at any time or from time to time of any of the rights of the Mortgagee hereunder shall not prejudice the Mortgagee's rights in the event of any future default or breach.

- 7 -

### **ENVIRONMENTAL CONCERNS**

9. **Post-Sale Environmental Liability** - The Mortgagor covenants and agrees with Mortgagee that it will not permit waste to be committed or suffered on the mortgaged property and will maintain the buildings and other improvements on the said property in good order and repair to the satisfaction of the Mortgagee. Should waste or any such other environmental condition be allowed to exist on the mortgaged property then and in that event the Mortgagor shall be liable for the costs of any cleanup required to reinstate the site to an acceptable condition to the satisfaction of the Mortgagee.
- 9.1 **Prior Environmental Liability** - The Mortgagee as Vendor shall remain liable for environmental conditions which existed prior to the conveyance of the mortgaged property to the Mortgagor and which had been identified by the parties at the time of sale to the Mortgagor. In furtherance of said identification, the Mortgagee, as Vendor has completed a Canadian Standards Association (CSA) Phase I, Site Assessment.

### **INSPECTION**

10. The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said land to inspect the land and buildings thereon.

### **ENTRY BY MORTGAGEE**

11. The Mortgagor covenants and agrees with the Mortgagee that in the event of default in the payment of any instalment or any other moneys payable hereunder by the Mortgagor or on breach of any covenant, proviso or agreement herein

- 8 -

contained, after all or any part of the moneys hereby secured have been advanced, the Mortgagee may, at such time or times as the Mortgagee may deem necessary and without the concurrence of any person, enter upon the whole of the said land or any part thereof in its sole and absolute discretion and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements forming part of the mortgaged property or any part thereof, or for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged property or any part thereof as the Mortgagee may deem expedient; and all reasonable costs, charges and expenses, including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes, shall be forthwith payable to the Mortgagee and shall be a charge upon the said land until paid.

#### **JUDGMENTS**

12. Provided and it is hereby agreed, that the taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect or abrogate the Mortgagee's rights as herein provided or provided by common law.

#### **RATIFICATION**

13. Any discretion, option, decision or opinion hereunder on the part of the Mortgagee shall be sufficiently exercised or formed if exercised or formed by or subsequently ratified by the Mortgagee or its agents.

- 9 -

**NO WAIVER BY SALE**

14. Provided further that no sale or other dealing by the Mortgagor with the equity of redemption in the said land or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of the moneys hereby secured.

**NO WAIVER BY EXTENSION OF TIME**

15. Provided that no extension of time given by the Mortgagee to the Mortgagor, or anyone claiming under the Mortgagor, or any other dealing by the Mortgagee with the owner of the equity of redemption of said land, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for the payment of the moneys hereby secured.

**DISCHARGE**

16. The Mortgagee shall have a reasonable time after payment of the mortgage moneys in full within which to execute a discharge of this mortgage and all legal and other expenses for the preparation and registration of such discharge shall be borne by the Mortgagor.

**SINGULARITY & GENDER**

17. It is hereby agreed and declared that the expression "the Mortgagor" used in these presents shall include the administrators, successors, successors in title and assigns of the Mortgagor, and the expression "the Mortgagee" shall include

- 10 -

the successors and assigns of the Mortgagee, and words in the singular include the plural, and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires, and that all covenants, liabilities and obligations entered into or imposed hereunder upon the Mortgagor shall be joint and several.

- 18. No heading or description provided hereunder shall have the effect of altering the meanings ascribed to the words in the context herein provided.

**FURTHER DOCUMENTATION**

- 19. The Mortgagor shall execute such further and other documentation as is necessary to give effect to this Mortgage and without limiting the generality of the foregoing, in particular, further documentation relating to Leasing, Municipal Usage and Gifting of the Mortgaged Property.

**IN WITNESS WHEREOF** the said Mortgagor has hereunto set its hands and seals on the day and year first above written.

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



Witness /

**JOSEPHINE GRIFFIN**  
A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My Commission expires on December 31, 2008.

Witness



Mayor



City Clerk



- 11 -

**THE COMMON SEAL** of the Newfoundland and Labrador Housing Corporation was hereunto affixed in the presence of:



Witness

**DAVID WHELAN**  
A Commissioner for Oaths in and for Newfoundland. My commission expires December 31, 2004

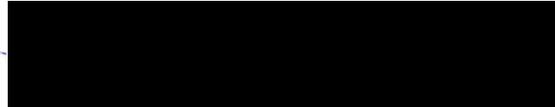


Chairperson

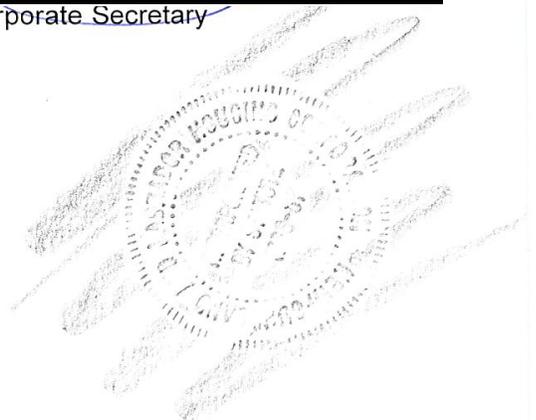


Witness

**DAVID WHELAN**  
A Commissioner for Oaths in and for Newfoundland. My commission expires December 31, 2004



Corporate Secretary



"A1"

DESCRIPTION OF LOT 42 PRATT STREET  
NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION

All that piece or parcel of land lying northwest of Pratt Street, fifteen decimal two four (15.24) metres wide, in the City of Corner Brook, being further bounded and described as follows:

Beginning at a point on the northwest limit of Pratt Street, the said point being the most easterly angle of land of Newfoundland and Labrador Housing Corporation, Lot 43;

RUNNING THENCE from the above described point of beginning along the northwest limit of Pratt Street, north fifty two degrees fifty six minutes thirteen seconds east (N 52° 56' 13" E) fifteen decimal eight zero (15.80) metres;

THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, Lot 41, north thirty seven degrees three minutes forty seven seconds west (N 37° 03' 47" W) thirty two decimal five zero (32.50) metres;

THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, Lots 17 and 16, south fifty two degrees fifty six minutes thirteen seconds west (S 52° 56' 13" W) fifteen decimal eight zero (15.80) metres;

THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, Lot 43, south thirty seven degrees three minutes forty seven seconds east (S 37° 03' 47" E) thirty two decimal five zero (32.50) metres to the point of beginning;

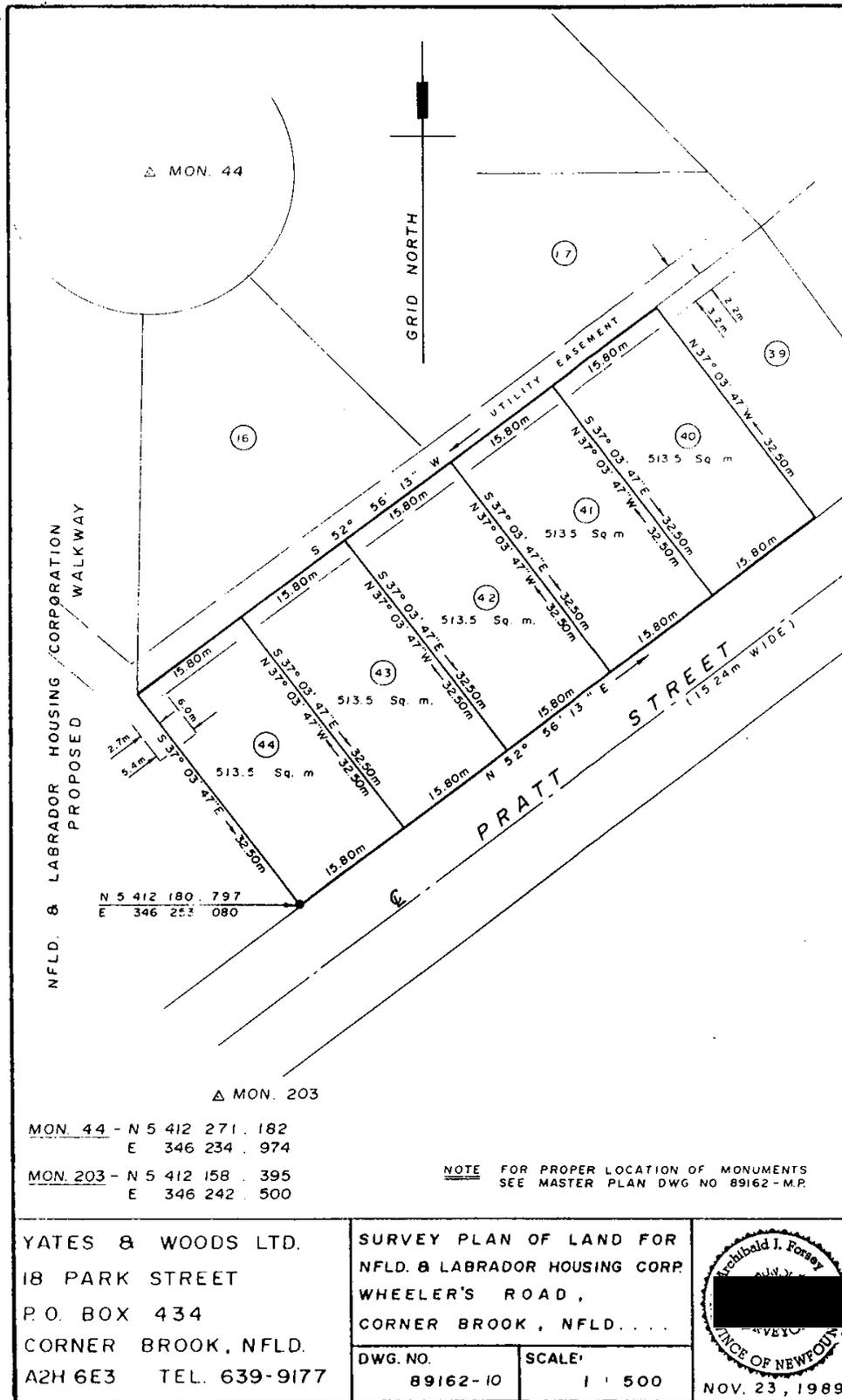
Containing an area of five hundred thirteen decimal five (513.5) square metres more or less and being more particularly shown as Lot 42 on Yates & Woods Limited drawing no. 89162-10 dated November 23, 1989.

Subject to a Utility Easement as shown on the aforementioned plan.

All co-ordinates and bearings refer to Grid North on the Newfoundland Modified Transverse Mercator Projection with Central Meridian at fifty eight degrees thirty minutes west (58° 30' W).

Yates & Woods Limited





"A2"

DESCRIPTION OF LOT 43 PRATT STREET  
NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION

All that piece or parcel of land lying northwest of Pratt Street, fifteen decimal two four (15.24) metres wide, in the City of Corner Brook, being further bounded and described as follows:

Beginning at a point on the northwest limit of Pratt Street, the said point being the most easterly angle of land of Newfoundland and Labrador Housing Corporation, Lot 44;

RUNNING THENCE from the above described point of beginning along the northwest limit of Pratt Street, north fifty two degrees fifty six minutes thirteen seconds east (N 52° 56' 13" E) fifteen decimal eight zero (15.80) metres;

THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, Lot 42, north thirty seven degrees three minutes forty seven seconds west (N 37° 03' 47" W) thirty two decimal five zero (32.50) metres;

THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, Lot 16, south fifty two degrees fifty six minutes thirteen seconds west (S 52° 56' 13" W) fifteen decimal eight zero (15.80) metres;

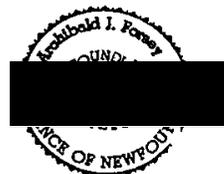
THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, Lot 44, south thirty seven degrees three minutes forty seven seconds east (S 37° 03' 47" E) thirty two decimal five zero (32.50) metres to the point of beginning;

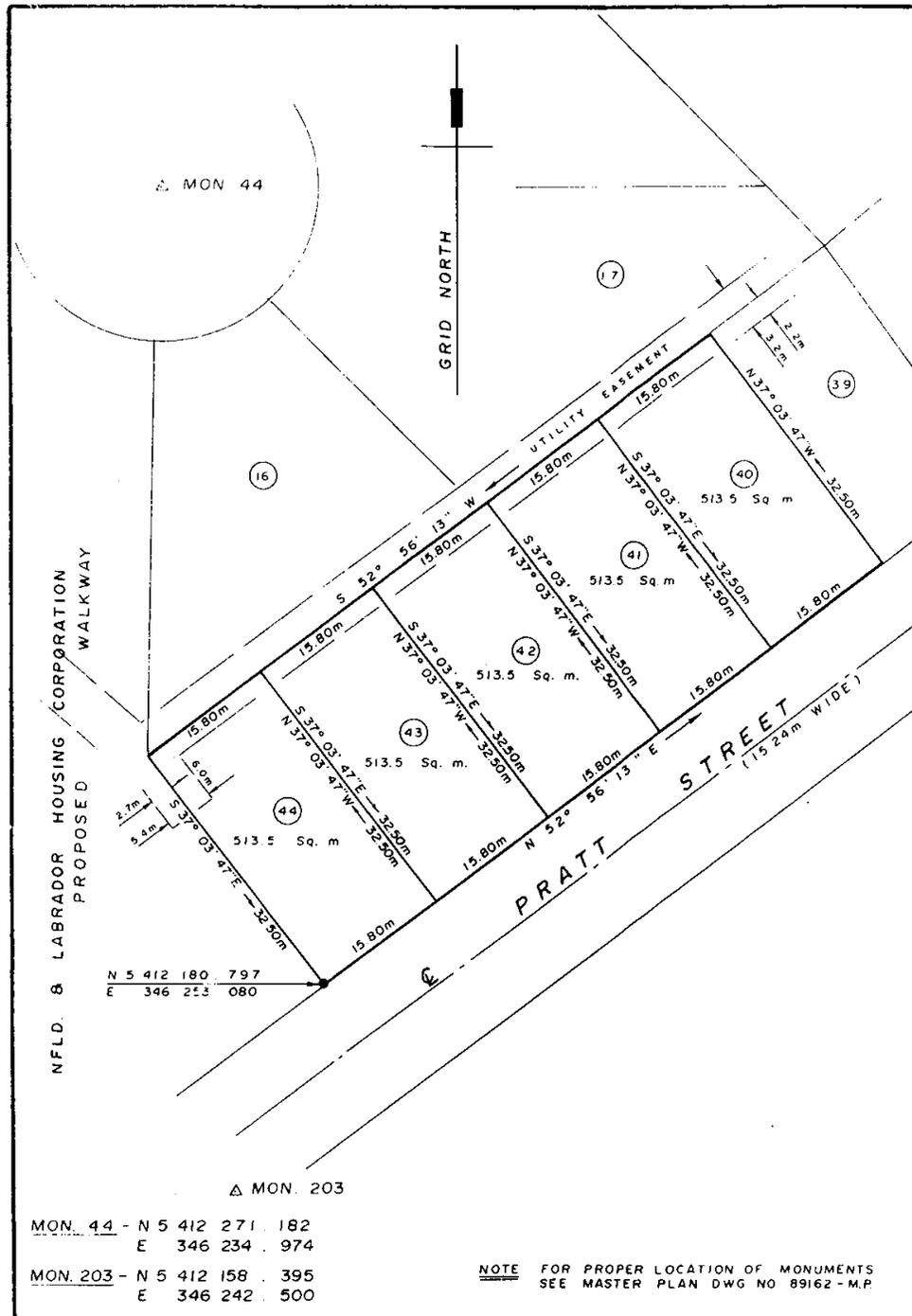
Containing an area of five hundred thirteen decimal five (513.5) square metres more or less and being more particularly shown as Lot 43 on Yates & Woods Limited drawing no. 89162-10 dated November 23, 1989.

Subject to a Utility Easement as shown on the aforementioned plan.

All co-ordinates and bearings refer to Grid North on the Newfoundland Modified Transverse Mercator Projection with Central Meridian at fifty eight degrees thirty minutes west (58° 30' W).

Yates & Woods Limited



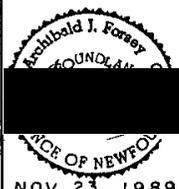


YATES & WOODS LTD.  
18 PARK STREET  
P.O. BOX 434  
CORNER BROOK, NFLD.  
A2H 6E3 TEL. 639-9177

SURVEY PLAN OF LAND FOR  
NFLD. & LABRADOR HOUSING CORP  
WHEELER'S ROAD,  
CORNER BROOK, NFLD. . . .

DWG. NO.  
89162-10

SCALE:  
1 : 500



"A3"

**DESCRIPTION OF LAND FOR NEWFOUNDLAND  
AND LABRADOR HOUSING CORPORATION**

All that piece or parcel of land lying southeast of Windsor Street and west of Wheelers Road, in the City of Corner Brook, in the Province of Newfoundland, being further bounded and described as follows:

Beginning at a point, the said point being found by running from hydrant no. 265, north sixty five degrees forty six minutes five seconds east (N 65° 46' 05" E) seventeen decimal three two eight (17.328) metres;

RUNNING THENCE from the above described point of beginning, by land occupied by the City of Corner Brook, north seven degrees fifty six minutes ten seconds west (N 7° 56' 10" W) twenty five decimal six five three (25.653) metres;

THENCE RUNNING along the southeasterly limit of Windsor Street fifteen decimal two (15.2) metres wide, north fifty one degrees thirty four minutes thirty three seconds east (N 51° 34' 33" E) twenty six decimal zero three five (26.035) metres and continuing along a curve of radius six decimal four four three (6.443) metres to a point being distant ten decimal four seven eight (10.478) metres as measured on a bearing of south seventy four degrees one minute twenty three seconds east (S 74° 01' 23" E);

THENCE RUNNING along the westerly limit of Wheelers Road eighteen decimal zero (18.0) metres wide, south nineteen degrees thirty seven minutes twenty seconds east (S 19° 37' 20" E) twenty seven decimal eight zero four (27.804) metres;

THENCE RUNNING by land of Newfoundland Housing Corporation or Assigns, south seventy degrees fifteen minutes thirty six seconds west (S 70° 15' 36" W) twenty two decimal eight eight one (22.881) metres and south ten degrees forty four minutes ten seconds east (S 10° 44' 10" E) two decimal five (2.5) metres;

THENCE RUNNING by land of Hardy Card, south eighty one degrees seventeen minutes zero seconds west (S 81° 17' 00" W) fifteen decimal three seven two (15.372) metres, more or less, to the point of beginning;

Containing an area of zero decimal one thousand ninety nine (1099) square metres, more or less, and being more particularly shown on Yates & Woods drawing no. 95031-R dated July 27, 1995;

SUBJECT TO utility easements three metres wide, running parallel to and at a distance of 1.5 metres from the center of guy wires which are more particularly shown on the aforementioned drawing;

All bearings refer to 3° Grid North (NAD 83) as referred to the Transverse Mercator Projection for Newfoundland with the Central Meridian at 58° 30' west longitude;

Yates & Woods Limited



Page 2

The above described piece or parcel of land being subject to a portion of a utility easement running along the northern boundaries of the properties on Wheeler's Road as shown on the attached plan.

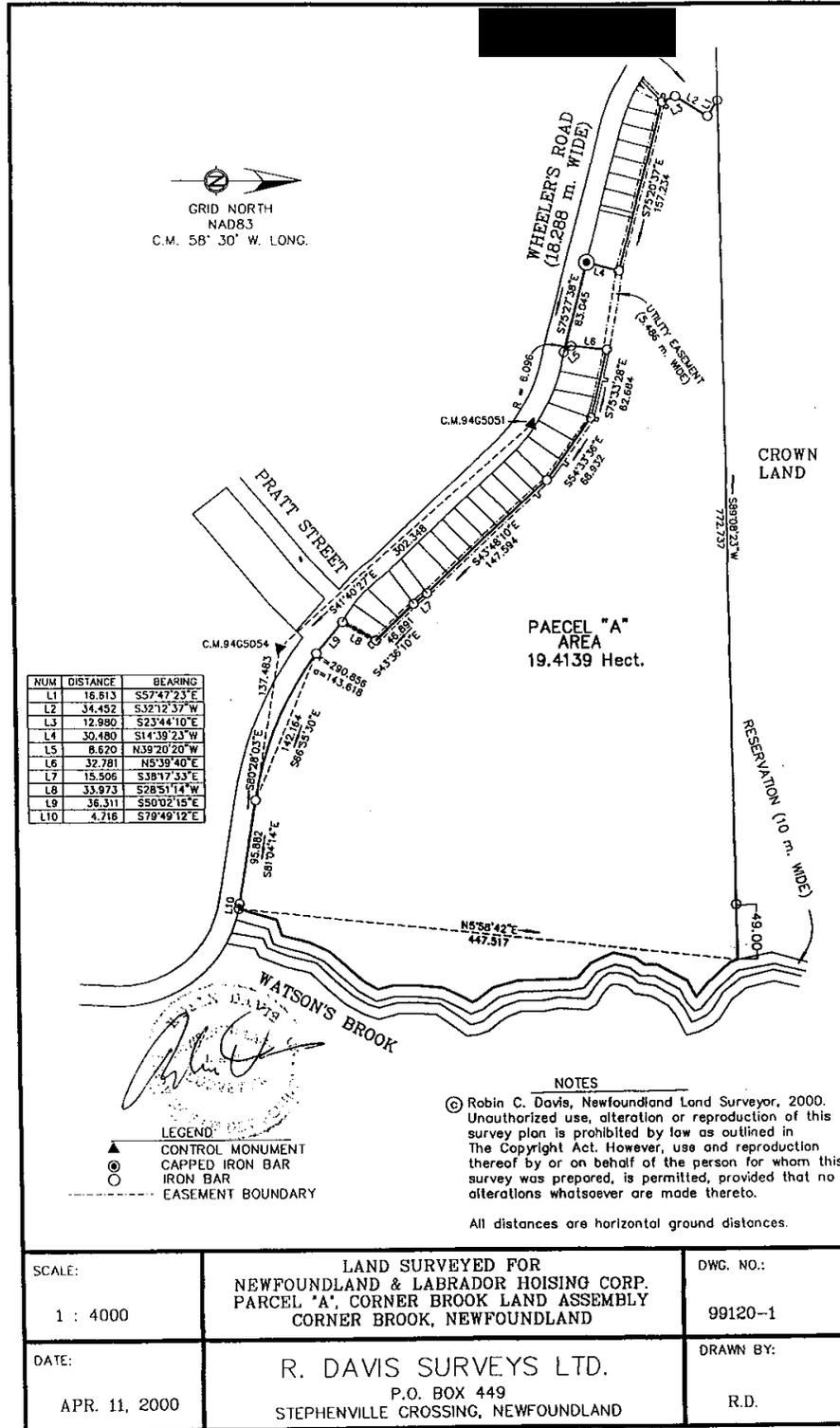
All bearings refer to the meridian of fifty-eight degrees thirty minutes west longitude of the Three Degree Transverse Mercator Projection (NAD83).

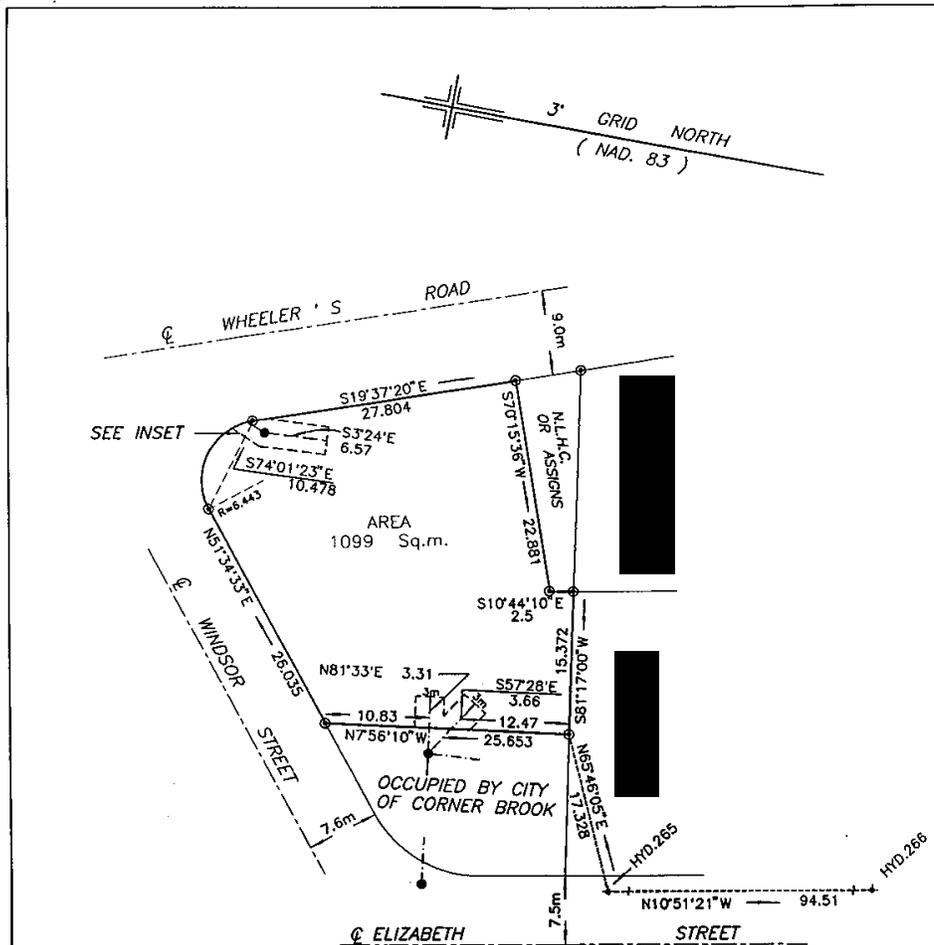
Robin C. Davis



Newfoundland Land Surveyor

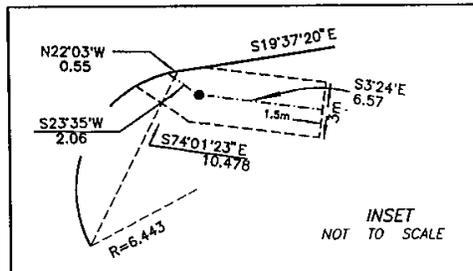
April 11, 2000  
Stephenville Crossing, NF





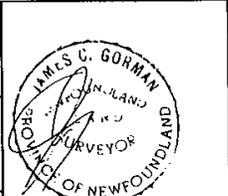
**LEGEND**

- CONTROL MONUMENT ..... (circle with dot)
- PLACED IRON PIN ..... (circle with cross)
- FOUND IRON PIN ..... (square with dot)
- POLE OR LIGHT STANDARD ..... (circle with cross)
- HYDRANT..... (circle with cross)
- PROPERTY DEALT WITH ..... (dashed line)
- FENCE LINES ..... (line with 'x' marks)
- POWER-TELEPHONE LINES ..... (line with 'x' marks)
- EASEMENTS ..... (line with 'x' marks)



**YATES AND WOODS LTD.**  
 NEWFOUNDLAND LAND SURVEYORS  
 25 - 27 BROADWAY P.O.BOX 434  
 CORNER BROOK, NFLD. A2H 6E3 TEL. 639-9177

**SURVEY PLAN OF LAND FOR  
 NFLD. & LABRADOR HOUSING CORPORATION,  
 WINDSOR STREET & WHEELERS RD. CORNER BROOK.**



SCALE: 1 : 500      DWG. NO. 95031- R      DATE: JULY 27, 1995.

"A4"

Description of Land Surveyed for  
Newfoundland and Labrador Housing Corporation  
Parcel "A", Corner Brook Land Assembly  
Corner Brook, Newfoundland

All that piece or parcel of land situate and being at Corner Brook, District of Humber East, Newfoundland, Canada abutted and bounded as follows,

That is to say; Beginning at a point marked by an iron pin and being S 80° 28' 03" E a distance of 137.483 metres from Control Monument number 94G5054,

Thence by the northern limit of Wheeler's Road, 18.288 metres wide, S 81° 04' 14" E a distance of 95.882 metres to a point on the southern limit of a reservation, 10 metres wide, along Watson's Brook,

Thence S 79° 49' 12" E a distance of 4.716 metres,

Thence following the said reservation along Watson's Brook in a general northerly direction to a second point in the said reservation being N 5° 58' 42" E a distance of 447.517 metres from the first mentioned point in the limit of the reservation,

Thence by Crown Land S 89° 08' 23" W a distance of 772.737 metres,

Thence by land of [REDACTED] [REDACTED] S 57° 47' 23" E a distance of 16.613 metres,

Thence S 32° 12' 37" W a distance of 34.452 metres,

Thence S 23° 44' 10" E a distance of 12.980 metres,

Thence by the northern boundary of various properties along Wheeler's Road S 75° 20' 37" E a distance of 157.234 metres,

Thence S 14° 39' 23" W a distance of 30.480 metres,

Thence by the sideline of Wheeler's Road S 75° 27' 38" E a distance of 83.045 metres to a point in a curve having a radius of 6.096 metres,

Thence by various properties along Wheeler's Road and following the said curve having a radius of 6.096 metres, to a second point being N 39° 20' 20" W a distance of 8.620 metres,

Thence N 5° 39' 40" E a distance of 32.781 metres,

Thence S 75° 33' 28" E a distance of 62.684 metres,

Thence S 54° 33' 36" E a distance of 68.932 metres,

Thence S 43° 48' 10" E a distance of 147.594 metres,

Thence S 43° 36' 10" E a distance of 46.891 metres,

Thence S 28° 51' 14" W a distance of 33.973 metres,

Thence by the sideline of Wheeler's Road S 50° 02' 15" E a distance of 36.311 metres to the beginning of a curve having a radius of 290.856 metres to the point of beginning,

The herein described piece or parcel of land contains an area of 19.4139 Hectares and is more particularly shown and delineated on the plan number 99120-1 hereto attached.

"A5"

Description of Land Surveyed for  
Newfoundland and Labrador Housing Corporation  
Parcel "B", Corner Brook Land Assembly  
Corner Brook, Newfoundland

All that piece or parcel of land situate and being at Corner Brook, District of Humber East, Newfoundland, Canada abutted and bounded as follows,

That is to say; Beginning at a point marked by a capped iron pin and being S 52° 59' 05" E a distance of 249.818 metres from Control Monument number 94G5054,

Thence following the limit of a 10 metre wide reservation along Watsons Brook N 16° 28' 14" E a distance of 98.732 metres,

Thence following the sideline of Wheeler's Road N 81° 04' 14" W a distance of 95.882 metres to the beginning of a curve having a radius of 309.144 metres,

Thence following the said curve in a general northwesterly direction to a second point in the curve and being S 66° 33' 42" E a distance of 154.902 metres from the previously mentioned point in the curve,

Thence by various land owners along Pratt Street S 45° 01' 07" W a distance of 41.795 metres,

Thence S 50° 46' 07" W a distance of 105.090 metres,

Thence N 39° 13' 53" W a distance of 38.100 metres,

Thence by the sideline of Pratt Street S 54° 25' 16" W a distance of 32.216 metres,

Thence by various land owners along Pratt Street S 23° 26' 31" E a distance of 42.672 metres,

Thence S 65° 19' 42" W a distance of 35.043 metres,

Thence S 51° 31' 38" W a distance of 15.857 metres,

Thence S 61° 35' 06" W a distance of 39.929 metres,

Thence N 80° 21' 06" W a distance of 101.803 metres,

Thence N 54° 26' 33" W a distance of 96.157 metres,

Thence N 35° 33' 27" E a distance of 36.881 metres,

Thence N 54° 22' 46" W a distance of 34.197 metres,

Thence N 35° 09' 15" E a distance of 49.850 metres,

Thence N 54° 50' 45" W a distance of 146.585 metres,

Thence N 47° 14' 23" W a distance of 15.230 metres,

Thence N 43° 54' 54" W a distance of 185.629 metres,

Thence N 89° 32' 22" W a distance of 18.108 metres,

Thence S 73° 00' 24" W a distance of 32.476 metres,

Thence N 18° 44' 54" W a distance of 36.477 metres,

Page 2

Thence S 71° 20' 36" W a distance of 8.397 metres,

Thence by land of [REDACTED] S 17° 39' 32" E a distance of 134.693 metres,

Thence by land of [REDACTED] N 59° 15' 54" E a distance of 60.605 metres,

Thence By lands of [REDACTED] S 25° 23' 51" E a distance of 47.396 metres,

Thence by land of [REDACTED] S 50° 38' 02" W a distance of 70.471 metres,

Thence S 67° 19' 31" W a distance of 13.558 metres,

Thence by land of [REDACTED] S 1° 19' 33" W a distance of 16.626 metres to a point in a curve having a radius of 94.939 metres,

Thence following the said curve to a second point in the curve being S 79° 06' 56" W a distance of 26.167 metres from the first point in the curve,

Thence S 71° 11' 41" W a distance of 30.998 metres,

Thence by the sideline of Elizabeth Street S 15° 06' 39" E a distance of 21.951 metres,

Thence by land of [REDACTED] N 61° 29' 45" E a distance of 42.026 metres,

Thence N 77° 40' 17" E a distance of 7.235 metres,

Thence S 9° 36' 38" E a distance of 13.955 metres,

Thence by land of [REDACTED] N 61° 29' 45" E a distance of 104.391 metres,

Thence S 25° 23' 53" E a distance of 25.291 metres,

Thence by a Public Lane S 39° 21' 40" E a distance of 6.663 metres,

Thence by land of [REDACTED] S 8° 07' 53" E a distance of 218.322 metres,

Thence by the sideline of Lewin Parkway N 87° 16' 09" E a distance of 74.202 metres,

Thence S 2° 43' 51" E a distance of 20.000 metres,

Thence N 87° 35' 26" E a distance of 662.288 metres to the point of beginning,

The herein described piece or parcel of land contains an area of 11.265 hectares and is more particularly shown and delineated on the plan number 99120-2 hereto attached.

The herein described piece or parcel of land being subject to a portion of a pole line easement as outlined on the attached plan,

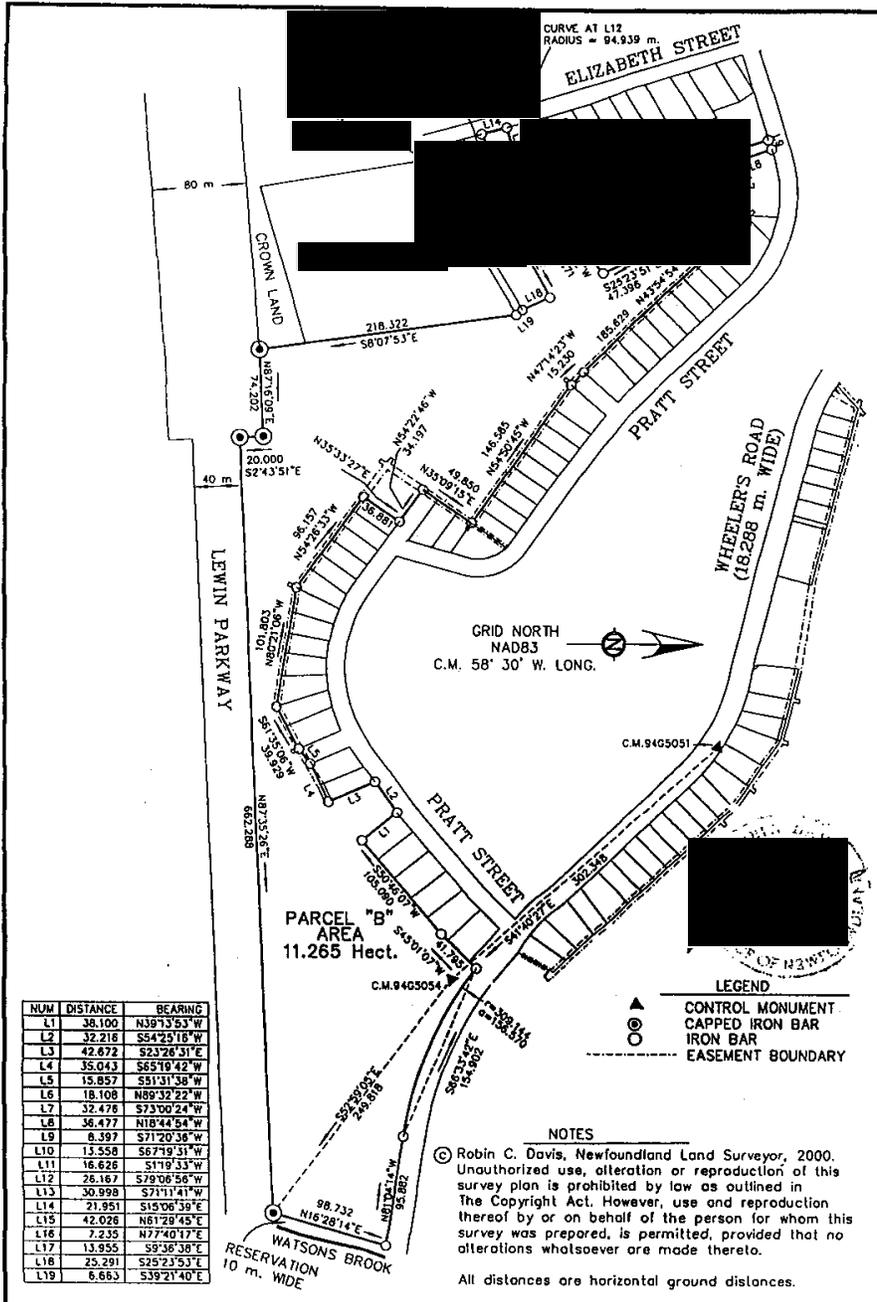
All bearings refer to the meridian of fifty-eight degrees thirty minutes west longitude of the Three Degree Transverse Mercator Projection (NAD83).

Robin C. Davis

Newfoundland Land Survey

May 2, 2000  
Stephenville Crossing, NF





SCALE: 1 : 4000	LAND SURVEYED FOR NEWFOUNDLAND & LABRADOR HOISING CORP. PARCEL "B", CORNER BROOK LAND ASSEMBLY CORNER BROOK, NEWFOUNDLAND	DWG. NO.: 99120-2
DATE: MAY 2, 2000	R. DAVIS SURVEYS LTD. P.O. BOX 449 STEPHENVILLE CROSSING, NEWFOUNDLAND	DRAWN BY: R.D.

" Ab "

Description of Land Surveyed for  
Newfoundland and Labrador Housing Corporation  
Parcel "C", Corner Brook Land Assembly  
Windsor Street, Corner Brook, Newfoundland

All that piece or parcel of land situate and being at Corner Brook, District of Humber East, Newfoundland Canada abutted and bounded as follows;

That is to say; Beginning at a point marked by an iron pin and being N 67° 38' 49" W a distance of 1492.172 metres from Control Monument number 94G5054,

Thence by various land owners along Windsor Street S 18° 23' 46" W a distance of 24.024 metres,

Thence S 4° 03' 17" W a distance of 23.476 metres,

Thence S 7° 21' 07" E a distance of 23.721 metres,

Thence S 29° 41' 28" E a distance of 24.159 metres,

Thence S 41° 21' 50" E a distance of 23.217 metres,

Thence S 53° 51' 21" E a distance of 344.386 metres,

Thence S 59° 11' 12" E a distance of 35.540 metres,

Thence S 67° 54' 57" E a distance of 121.426 metres,

Thence N 37° 16' 57" E a distance of 39.533 metres to a point in a curve having a radius of 94.938 metres,

Thence following the sideline of Windsor Street, 15.24 metres wide, and the said curve having a radius of 94.938 metres, to a second point in the curve being S 80° 08' 27" E a distance of 33.258 metres from the first mentioned point in the curve,

Thence by various land owners along Windsor Street S 17° 22' 04" W a distance of 10.217 metres,

Thence S 2° 47' 19" E a distance of 21.641 metres,

Thence N 85° 34' 48" E a distance of 24.384 metres,

Thence N 71° 19' 16" E a distance of 10.749 metres,

Thence S 18° 41' 44" E a distance of 9.120 metres,

Thence by land of Fencorp Properties S 71° 20' 12" W a distance of 86.041 metres,

Thence N 59° 06' 54" W a distance of 28.822 metres,

Thence S 60° 10' 31" W a distance of 183.024 metres,

Thence by Crown Land N 36° 11' 05" W a distance of 33.917 metres,

Thence N 67° 14' 05" W a distance of 270.840 metres,

Thence N 13° 19' 05" W a distance of 341.940 metres,

Thence N 31° 40' 55" E a distance of 55.346 metres,

Page 2

Thence by land of Newfoundland and Labrador Housing Corporation S 64° 13' 40" E a distance of 55.653 metres to the point of beginning,

The herein described piece or parcel of land contains an area of 9.584 hectares and is more particularly shown and delineated on the plan number 99120-3 hereto attached.

The above described piece or parcel of land being subject to a pole line easement 12.19 metres wide and 60.96 metres wide through the property as shown as well as a portion of a pole line easement, 5.49 metres wide, along the properties on Windsor Street as shown,

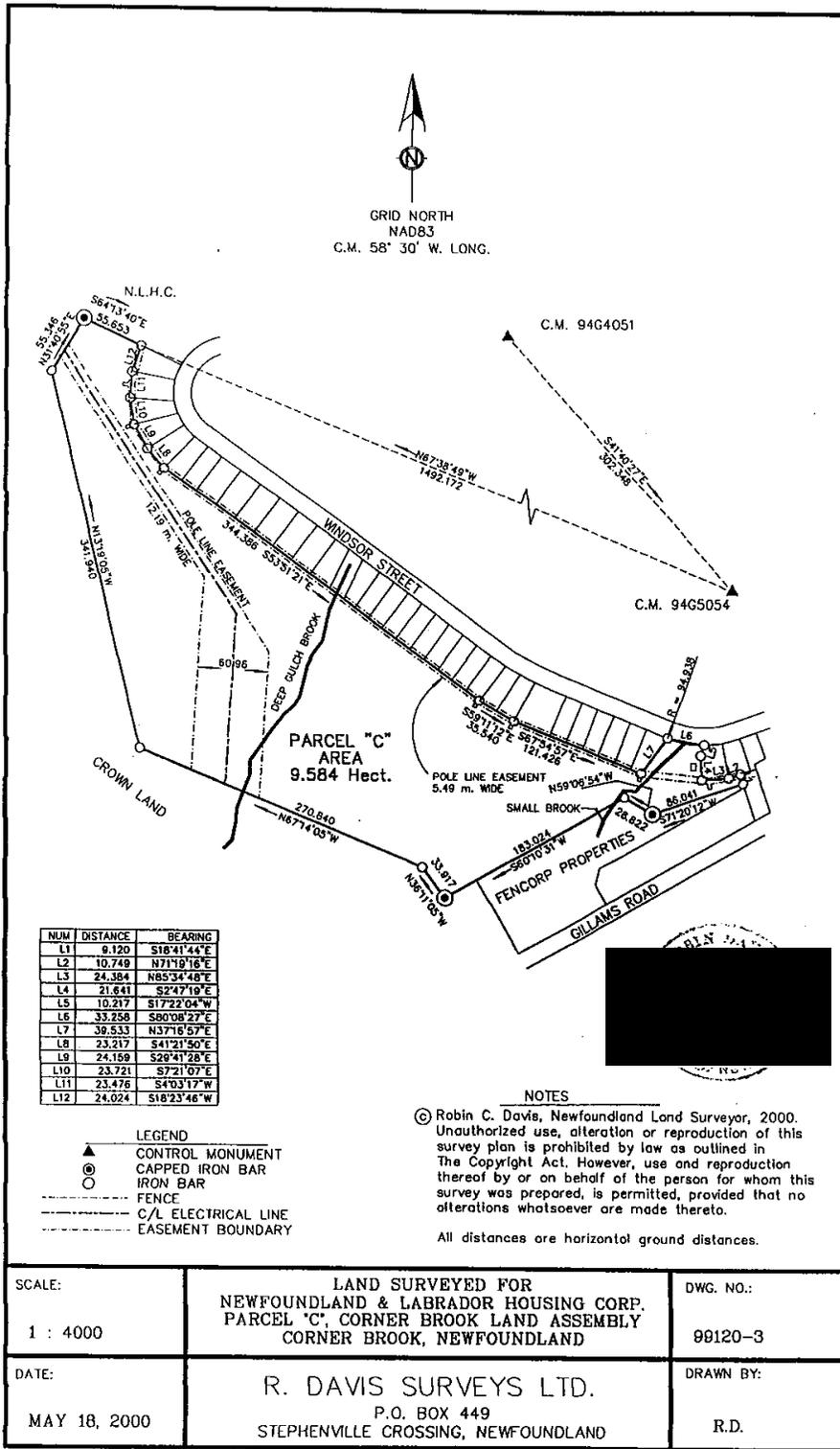
All bearings refer to the meridian of fifty-eight degrees thirty minutes west longitude of the Three Degree Transverse Mercator Projection (NAD83).

Robin C. Davis



Newfoundland Land Surveyor

May 18, 2000  
Stephenville Crossing, NF



SCALE: 1 : 4000	LAND SURVEYED FOR NEWFOUNDLAND & LABRADOR HOUSING CORP. PARCEL "C", CORNER BROOK LAND ASSEMBLY CORNER BROOK, NEWFOUNDLAND	DWG. NO.: 99120-3
DATE: MAY 18, 2000	R. DAVIS SURVEYS LTD. P.O. BOX 449 STEPHENVILLE CROSSING, NEWFOUNDLAND	DRAWN BY: R.D.

"A7"

Description of land Surveyed for  
Newfoundland and Labrador Housing Corporation  
Parcel "D", Corner Brook Land Assembly  
Wheelers Road, Corner Brook, Newfoundland

All that piece or parcel of land situate and being at Corner Brook, District of Humber East, Newfoundland, Canada abutted and bounded as follows,

That is to say: Beginning at a point marked by an iron pin and being N 52° 32' 53" W a distance of 792.942 metres from Control Monument number 94G5054,

Thence by land of Corner Brook Pulp & Paper Co, Ltd. N 8° 12' 54" W a distance of 197.475 metres,

Thence by lands of [redacted] or Assigns and [redacted] S 53° 16' 34" W a distance of 162.507 metres,

Thence by the sideline of Wheelers Road S 25° 15' 46" E a distance of 25.426 metres,

Thence by lands of [redacted] or Assigns N 59° 56' 19" E a distance of 98.798 metres,

Thence by land of [redacted] or Assigns S 6° 47' 34" E a distance of 93.246 metres,

Thence by land of [redacted] S 57° 47' 23" E a distance of 60.374 metres to the point of beginning,

The herein described piece or parcel of land contains an area of 10704.6 square metres and is more particularly shown and delineated on the plan number 99120-4 hereto attached.

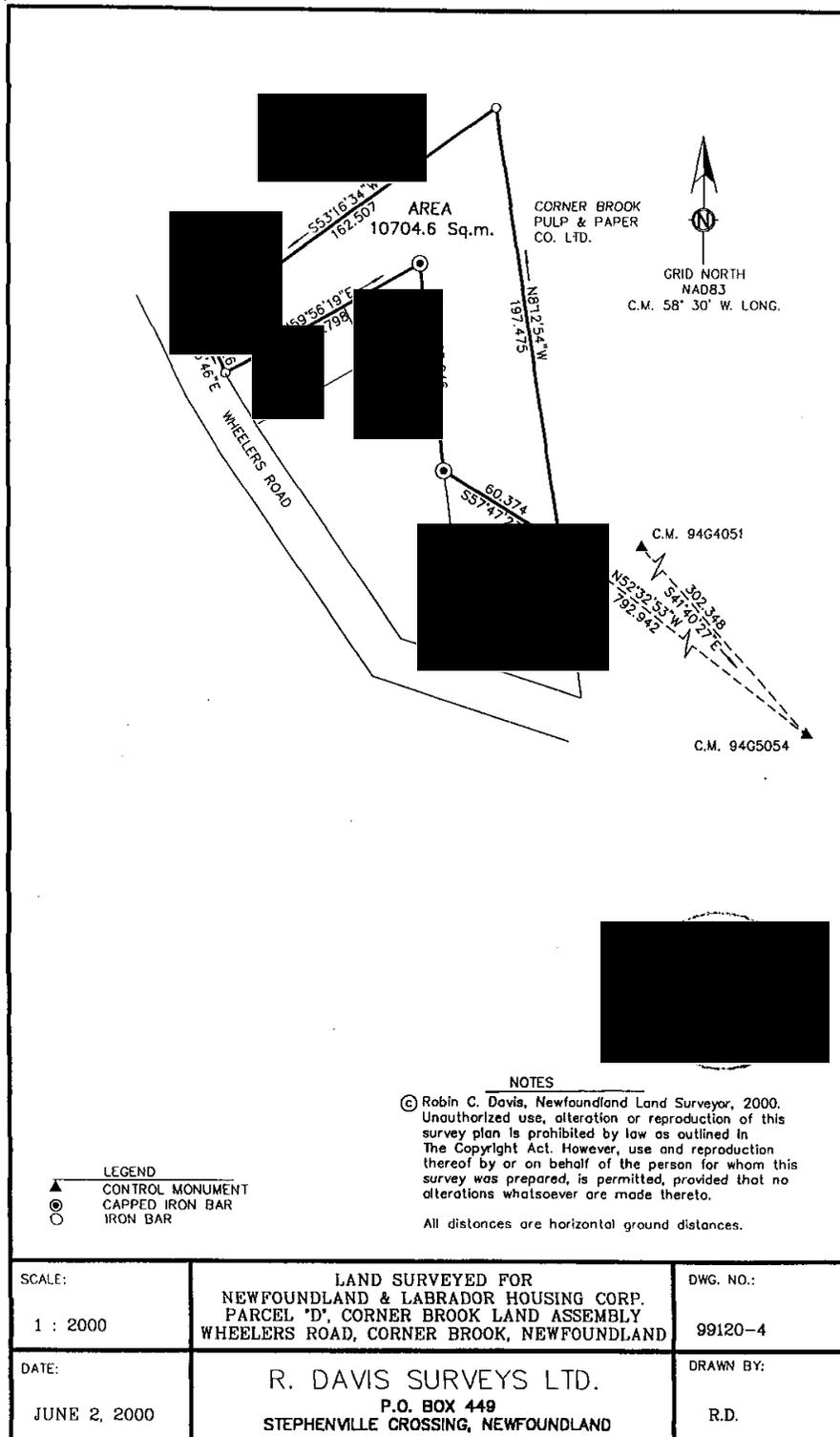
All bearings refer to the meridian of fifty-eight degrees thirty minutes west longitude of the Three Degree Transverse Mercator Projection (NAD83).

Robin C. Davis



Newfoundland Land Surveyor

June 2, 2000  
Stephenville Crossing, NF



"A8"

Description of Land Surveyed for  
Newfoundland and Labrador Housing Corp.  
Parcel "B", Country Road Industrial Park  
Lewin Parkway, Corner Brook, Newfoundland

All that piece or parcel of land situate and being at Corner Brook, District of Humber West, Newfoundland, Canada abutted and bounded as follows,

That is to say; Beginning at a point in the southern limit of Lewin Parkway at the beginning of a curve having a radius of 470.000 metres being marked by a capped iron pin and being S 84° 02' 36" E a distance of 107.331 metres from Control Monument number 94G5047,

Thence following the said curve in a general easterly direction to a second point in the said curve being N 79° 02' 19" E a distance of 89.404 metres from the first mentioned point in the said curve,

Thence following the southern limit of Lewin Parkway N 73° 19' 02" E a distance of 84.071 metres,

Thence following the northern sideline of Lundrigan Drive S 16° 29' 05" E a distance of 40.000 metres,

Thence by land of Western Plumbing and Heating Ltd. S 73° 30' 55" W a distance of 57.500 metres,

Thence S 16° 29' 05" E a distance of 115.923 metres,

Thence crossing Lundrigan Drive S 7° 07' 21" E a distance of 21.921 metres,

Thence by land of [REDACTED] 36° 32' 29" E a distance of 167.907 metres,

Thence by Crown Land S 88° 12' 26" W a distance of 80.942 metres,

Thence S 75° 14' 39" W a distance of 57.344 metres,

Thence S 19° 56' 05" W a distance of 21.300 metres,

Thence N 20° 05' 36" W a distance of 17.590 metres,

Thence S 75° 14' 39" W a distance of 217.371 metres,

Thence S 61° 44' 52" W a distance of 110.537 metres,

Thence S 17° 24' 39" E a distance of 107.150 metres,

Thence S 64° 55' 30" W a distance of 192.383 metres,

Thence by Crown Land and land of the City Council of Corner Brook, Vol. 198 Fol. 123, N 83° 14' 17" W a distance of 459.053 metres,

Thence by Crown Land S 16° 29' 05" E a distance of 40.000 metres,

Page 2

Thence N 69° 36' 19" E a distance of 13.405 metres,

Thence by land of J & P Investment Corp. S 22° 39' 37" E a distance of 102.831 metres,

Thence crossing Lundrigan Drive N 86° 30' 08" E a distance of 59.262 metres,

Thence by land of D & D Sales Ltd. S 22° 07' 58" E a distance of 55.465 metres,

Thence by lands of D & D Sales Ltd. [REDACTED] and Alpine Construction Ltd. S 78° 26' 20" E a distance of 135.059 metres,

Thence by land of D & D Sales Ltd. S 22° 07' 58" E a distance of 55.465 metres,

Thence by land of Alpine Construction Ltd. N 24° 28' 16" E a distance of 100.642 metres,

Thence crossing Tipping Place N 67° 10' 30" E a distance of 27.076 metres,

Thence by land of NFLD International Co. Ltd. N 29° 12' 11" E a distance of 69.764 metres,

Thence N 54° 27' 56" W a distance of 104.000 metres,

Thence crossing Lundrigan Drive N 32° 53' 14" E a distance of 86.014 metres to a point in the southern limit of Lewin Parkway, 80 metres wide, being at the beginning of a curve having a radius of 490.000 metres,

Thence following the said curve of radius 490.000 metres in a general easterly direction to a second point in the curve being S 61° 31' 08" E a distance of 557.886 metres from the first mentioned point in the curve,

Thence N 20° 03' 20" W a distance of 20.635 metres to the point of beginning,

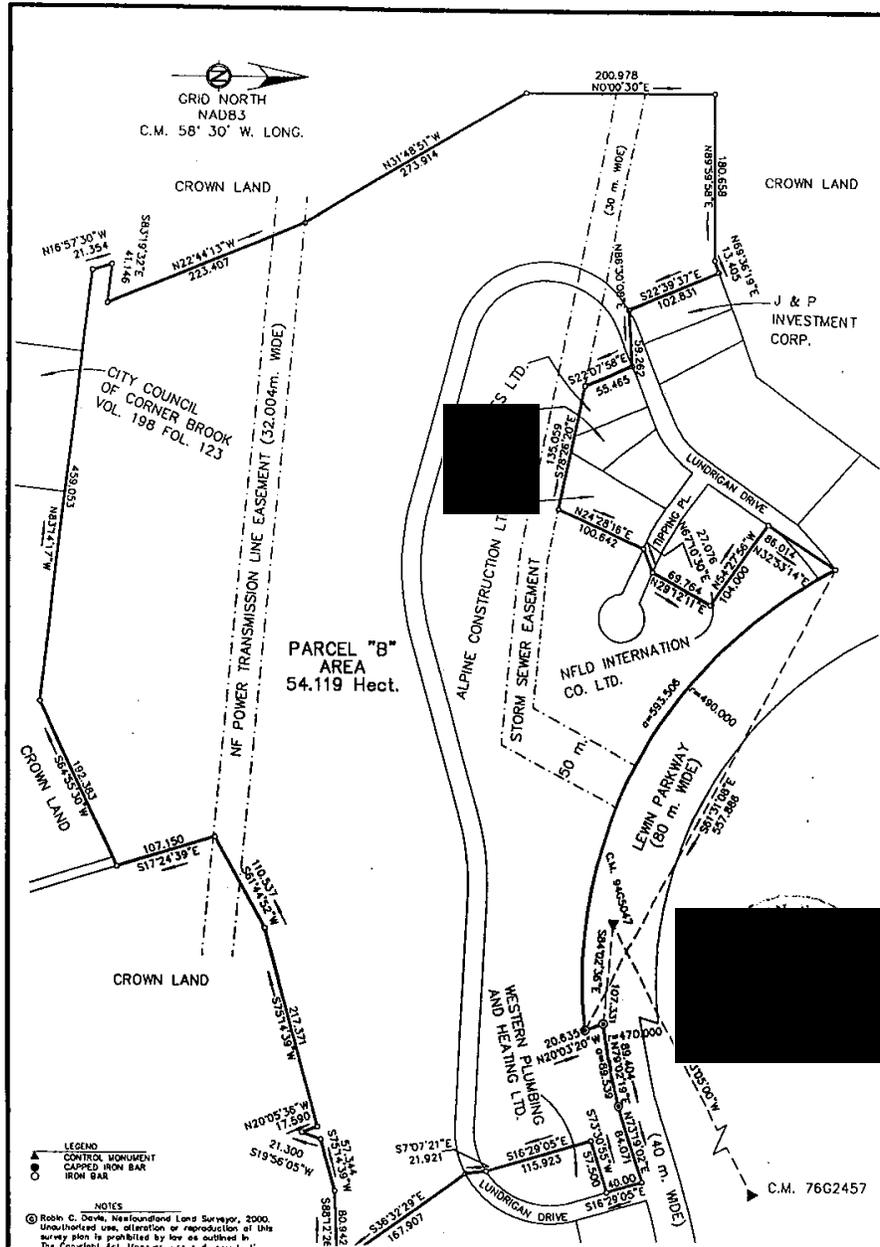
Reserving nevertheless from the above described parcel of land a right-of-way, 20 metres wide for Lundrigan Drive and a right-of-way, 20 metres wide, with a 25 metre radius cul de sac for Tipping Place as shown,

The herein described piece or parcel of land contains an area of 54.119 hectares and is more particularly shown and delineated on the plan number 99117-2 hereto attached.

The above described parcel of land being subject to a transmission line easement and a storm drain easement as shown on the attached plan,

All bearings refer to the meridian of fifty-eight degrees thirty minutes west longitude of the Three Degree Transverse Mercator Projection (NAD83).

Robin C. Davis



**RESERVING** nevertheless; all that parcel of land attached as Schedule "A  
(a)", and measuring 0.203 hectare from Schedule "A (a)".

"A8(a)"

**DESCRIPTION OF LAND FOR  
NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION  
Tipping Place**

All that piece or parcel of land lying south of Tipping Place, in the City of Corner Brook, in the Province of Newfoundland, being further bounded and described as follows:

Beginning at a point on the southerly limit of Tipping Place, the said point being found by running from monument no. 94G5047, north eighty five degrees twenty eight minutes forty three seconds west (N 85° 28' 43" W) three hundred ninety eight decimal eight four eight (398.848) metres;

RUNNING THENCE from the above described point of beginning along the southerly limit of Tipping Place, north sixty five degrees twelve minutes fifty six seconds west (N 65° 12' 56" W) ten decimal three one eight (10.318) metres, to a point, and along a curve of radius two hundred ten decimal zero (210.0) metres, to a point being distant nine decimal three seven five (9.375) metres, as measured on a bearing of north sixty three degrees fifty six minutes twelve seconds west (N 63° 56' 12" W) from the last mentioned point;

THENCE RUNNING by land of Alpine Construction or Assigns, south twenty four degrees twenty eight minutes seventeen seconds west (S 24° 28' 17" W) one hundred five decimal four seven three (105.473) metres;

THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, south seventy eight degrees twenty six minutes twenty two seconds east (S 78° 26' 22" E) twenty decimal two zero zero (20.200) metres;

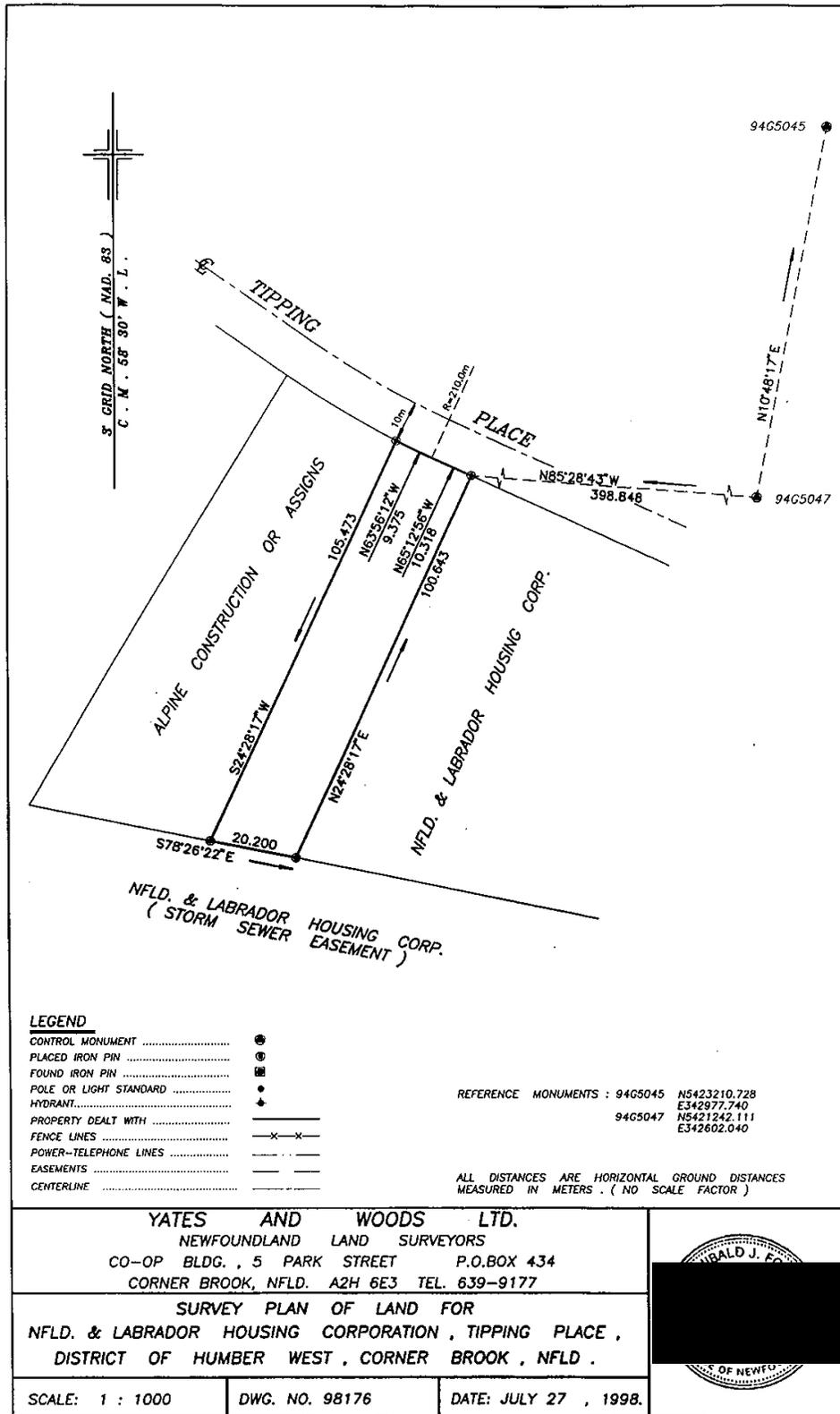
THENCE RUNNING by land of Newfoundland and Labrador Housing Corporation, north twenty four degrees twenty eight minutes seventeen seconds east (N 24° 28' 17" E) one hundred decimal six four three (100.643) metres, more or less, to the point of beginning;

Containing an area of zero decimal two zero three (0.203) hectare, more or less, and being more particularly shown on Yates and Woods Limited drawing no. 98176, dated July 27, 1998;

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





"A9"

DESCRIPTION OF LAND BEING CONVEYED FROM NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION TO [REDACTED] AT LUNDRIGAN DRIVE, CORNER BROOK, NEWFOUNDLAND.

All that piece or parcel of land situate and being at Lundrigan Drive, in the City of Corner Brook, Province of Newfoundland and Labrador, abutted and bounded as follows, that is to say:

Beginning at a point in the Northerly limit of Lundrigan Drive, twenty (20) meters wide, said point being distant fifty-six decimal three two (56.32) meters as measured on a bearing of South seventy (70) degrees ten (10) minutes fifty-nine (59) seconds West from City Hydrant No. 588.

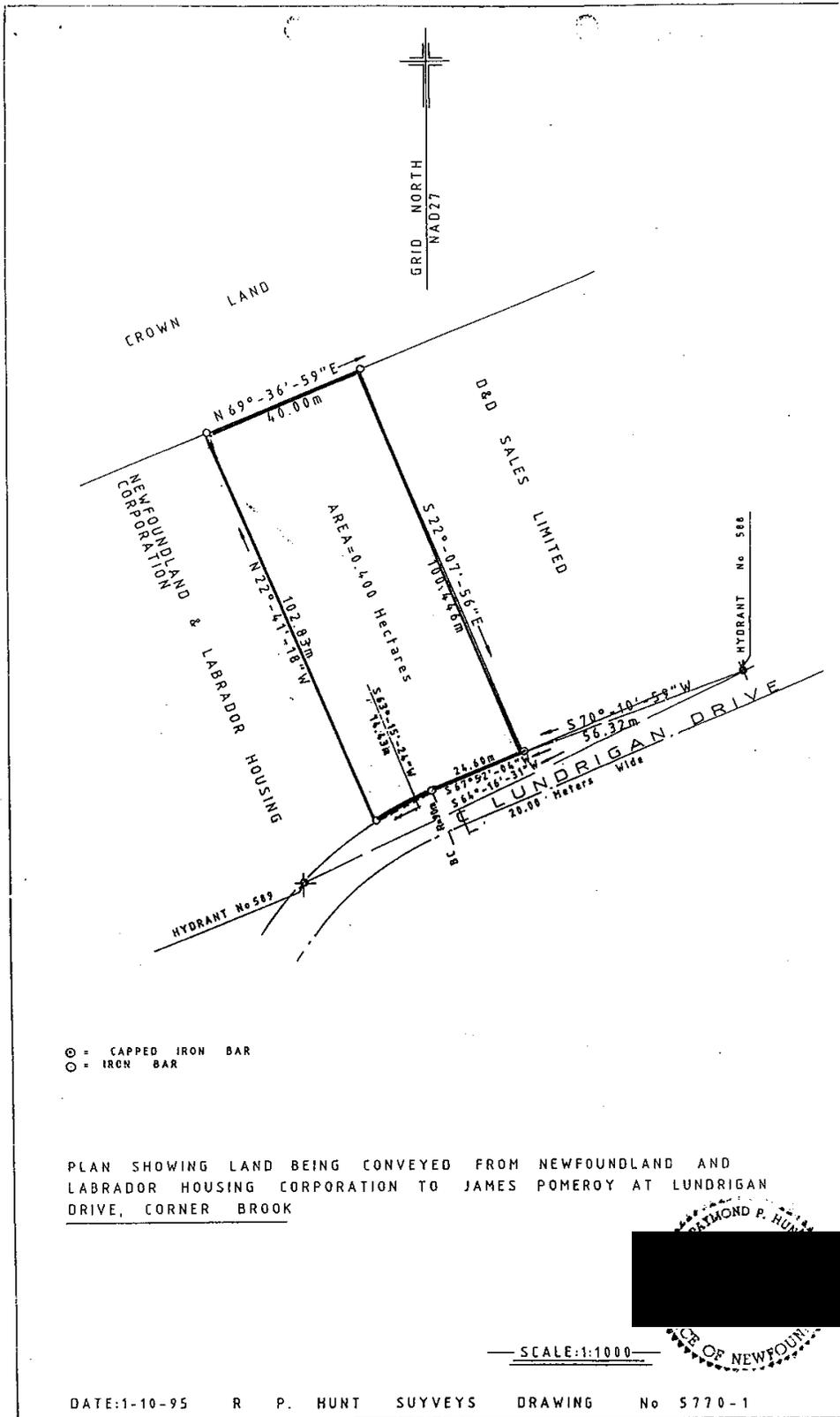
Thence from the above described starting point along the Northern limit of Lundrigan Drive aforesaid South sixty-seven (67) degrees fifty-two (52) minutes four (04) seconds West twenty-four decimal six zero (24.60) meters to the beginning of a curve having a radius of ninety decimal zero zero (90.00) meters, thence along aforesaid curve to a point on a bearing and distance of South sixty-three (63) degrees fifteen (15) minutes twenty-four (24) seconds West fourteen decimal four three (14.43) meters, thence by land of the Vendor North twenty-two (22) degrees forty-one (41) minutes eighteen (18) seconds West one hundred two decimal eight three (102.83) meters, thence by Crown Land North sixty-nine (69) degrees thirty-six (36) minutes fifty-nine (59) seconds East forty decimal zero zero (40.00) meters, thence by land of D and D Sales Limited South twenty-two (22) degrees seven (07) minutes fifty-six (56) seconds East one hundred decimal four four six (100.446) meters to the point of beginning.

The herein described lot is shown and delineated in red on a plan hereto attached and contains an area of 0.400 hectares.

Bearings are referred to the Meridian of Fifty-eight Degrees

Thirty Minutes West Longitude of the Three Degree Transverse  
Mercator Projection NAD 27 Datum.





"A10"

Description of Land Surveyed for  
Newfoundland and Labrador Housing corp.  
Parcel "D", Country Road Industrial Park  
Lundrigan Drive, Corner Brook, Newfoundland

All that piece or parcel of land situate and being at Corner Brook, District of Humber West, Newfoundland, Canada abutted and bounded as follows,

That is to say; Beginning at a point marked by an iron pin and being N 65° 20' 50" W a distance of 466.756 metres from Control Monument number 94G5047,

Thence by land of [REDACTED] N 48° 59' 23" W a distance of 101.800 metres,

Thence by Crown Land S 36° 12' 47" W a distance of 138.441 metres,

Thence S 69° 39' 28" W a distance of 40.981 metres,

Thence by land of D & D Sales Ltd. S 28° 15' 25" E a distance of 99.963 metres,

Thence by the northern sideline of Lundrigan Drive, 20 metres wide, N 67° 56' 46" E a distance of 39.859 metres to a point at the beginning of a curve having a radius of 90.000 metres,

Thence following the said curve in a general easterly direction to a second point being N51° 42' 03" E a distance of 50.118 metres from the first mentioned point in the curve,

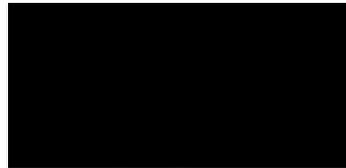
Thence N 35° 32' 04" E a distance of 115.288 metres to a point at the beginning of a curve having a radius of 210.000 metres,

Thence following the said curve in a general easterly direction to a second point being N41° 10' 35" E a distance of 9.763 metres from the first mentioned point in the curve to the point of beginning,

The herein described piece or parcel of land contains an area of 1.987 hectares and is more particularly shown and delineated on the plan number 99117-4 hereto attached.

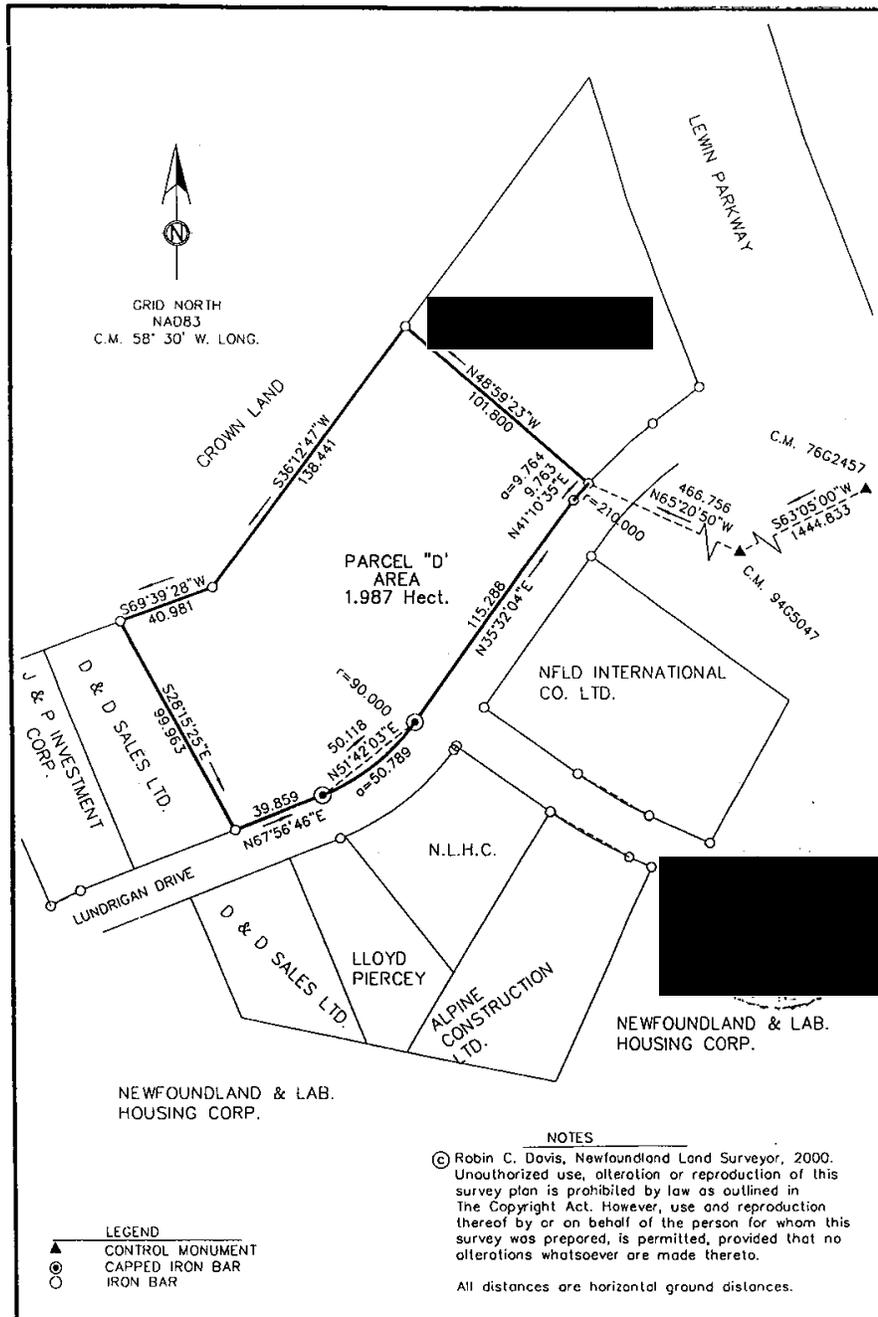
All bearings refer to the meridian of fifty-eight degrees thirty minutes west longitude of the Three Degree Transverse Mercator Projection (NAD83).

Robin C. Davis



Newfoundland Land Surveyor

February 17, 2000  
Stephenville Crossing, NF



SCALE: 1 : 2000	LAND SURVEYED FOR NEWFOUNDLAND & LABRADOR HOUSING CORP. PARCEL 'D', COUNTRY RD. INDUSTRIAL PARK LUNDRIGAN DRIVE, CORNER BROOK, NF	DWC. NO.: 99117-4
DATE: FEB. 17, 2000	R. DAVIS SURVEYS LTD. P.O. BOX 449 STEPHENVILLE CROSSING, NEWFOUNDLAND	DRAWN BY: R.D.

## "A II"

Description of Land Surveyed for  
Newfoundland and Labrador Housing Corporation  
Parcel "A", Country Road Industrial Park  
Lewin Parkway, Corner Brook, Newfoundland

All that piece or parcel of land situate and being at Corner Brook, District of Humber West, Newfoundland, Canada abutted and bounded as follows,

That is to say; Beginning at a point marked by an iron pin and being N 81° 42' 03" E a distance of 390.916 metres from Control Monument number 94G5047,

Thence by land of McQuat Group S 16° 21' 27" E a distance of 79.430 metres,

Thence by land of Abbott Brothers N 73° 40' 23" E a distance of 48.122 metres,

Thence by Crown Land N 0° 01' 39" E a distance of 67.812 metres to a point in a curve having a radius of 480.000 metres,

Thence following the said curve having a radius of 480.000 metres and the southern limit of Lewin Parkway, 40 metres wide, in a general westerly direction to a second point in the said curve being S 85° 43' 36" W a distance of 68.775 metres from the first mentioned point in the said curve to the point of beginning,

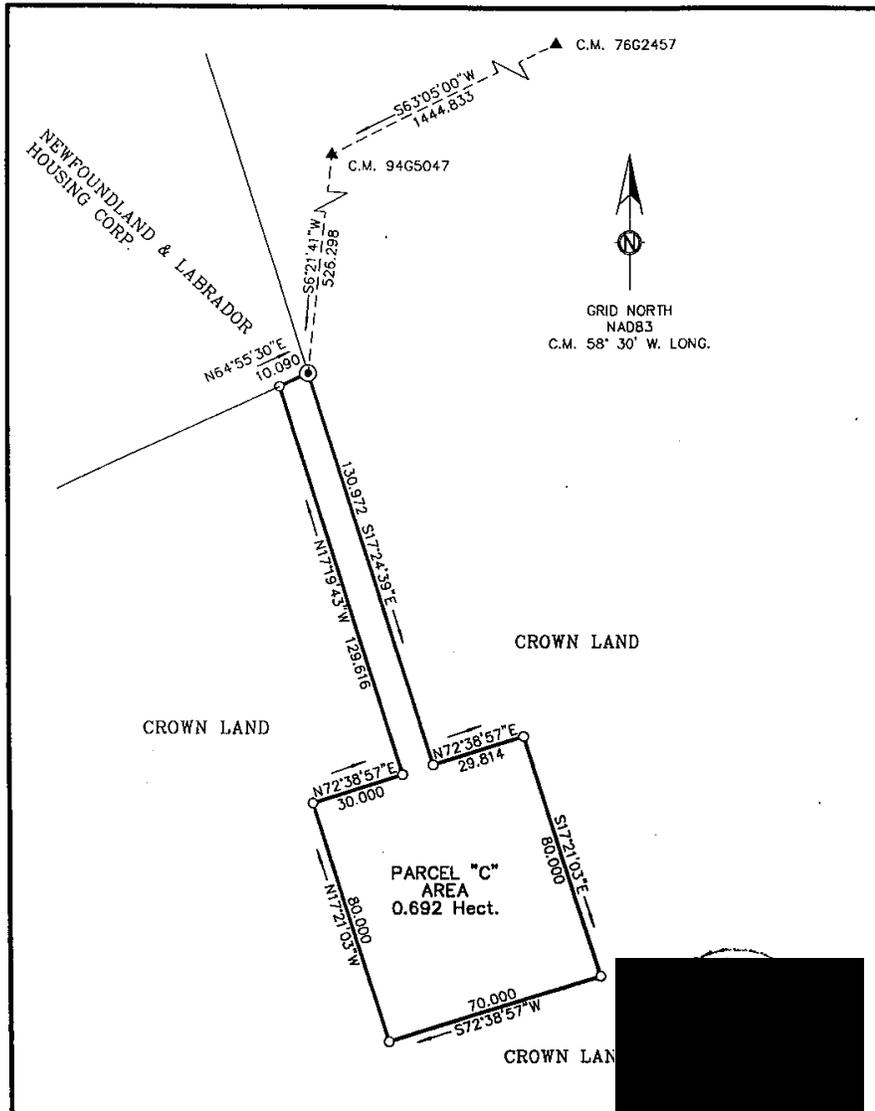
The herein described piece or parcel of land contains an area of 4293.0 square metres and is more particularly shown and delineated on the plan number 99117-1 hereto attached.

Robin C. Davis



Newfoundland Land Surveyor

February 8, 2000  
Stephenville Crossing, NF



NOTES

© Robin C. Davis, Newfoundland Land Surveyor, 2000. Unauthorized use, alteration or reproduction of this survey plan is prohibited by law as outlined in The Copyright Act. However, use and reproduction thereof by or on behalf of the person for whom this survey was prepared, is permitted, provided that no alterations whatsoever are made thereto.

All distances are horizontal ground distances.

- LEGEND
- ▲ CONTROL MONUMENT
  - ⊙ CAPPED IRON BAR
  - IRON BAR

SCALE: 1 : 1500	LAND SURVEYED FOR NEWFOUNDLAND & LABRADOR HOUSING CORP. PARCEL 'C', COUNTRY ROAD INDUSTRIAL PARK CORNER BROOK, NEWFOUNDLAND	DWG. NO.: 99117-3
DATE: FEB. 10, 2000	R. DAVIS SURVEYS LTD. P.O. BOX 449 STEPHENVILLE CROSSING, NEWFOUNDLAND	DRAWN BY: R.D.

"A12"

Description of Land Surveyed for  
Newfoundland & Labrador Housing Corp.  
Parcel "C", Country Road Industrial Park  
Off-Lundrigan Drive, Corner Brook, Newfoundland

All that piece or parcel of land situate and being in Corner Brook, District of Humber West, Newfoundland, Canada abutted and bounded as follows,

That is to say; Beginning at a point marked by a capped iron pin and being S 6° 21' 41" W a distance of 526.298 metres from Control Monument number 94G5047,

Thence by Crown Land S 17° 24' 39" E a distance of 130.972 metres,

Thence N 72° 38' 57" E a distance of 29.814 metres,

Thence S 17° 21' 03" E a distance of 80.000 metres,

Thence S 72° 38' 57" W a distance of 70.000 metres,

Thence N 17° 21' 03" W a distance of 80.000 metres,

Thence N 72° 38' 57" E a distance of 30.000 metres,

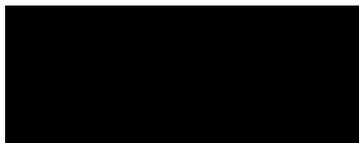
Thence N 17° 19' 43" W a distance of 129.616 metres,

Thence by land of Newfoundland & Labrador Housing Corp. N 64° 55' 30" E a distance of 10.090 metres to the point of beginning,

The herein described piece or parcel of land contains an area of 0.692 Hectares and is more particularly shown and delineated on the plan number 99117-3 hereto attached.

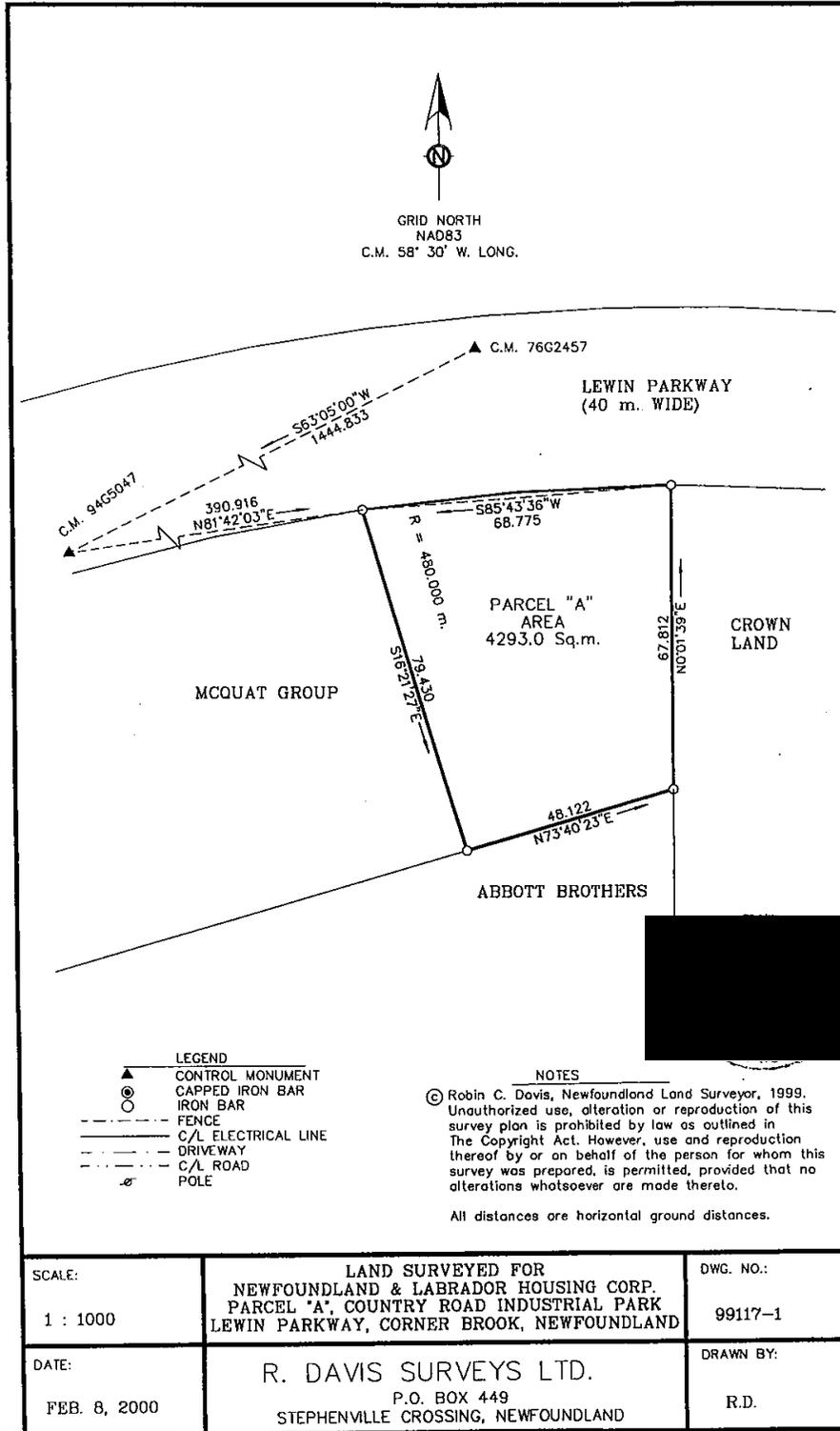
All bearings refer to the meridian of fifty-eight degrees thirty minutes west longitude of the Three Degree Transverse Mercator Projection (NAD83).

Robin C. Davis



  
Newfoundland Land Surveyor

February 10, 2000  
Stephenville Crossing, NF



**SCHEDULE "B"**

**SECTION A - GENERAL**

The Schedule of payments as is applicable to the Mortgage shall be determined by the nature of the disposition of the Mortgaged Property and is further and better set forth in this Schedule. Disposal shall be defined in accordance with paragraph 2.2 of the Mortgage.

**SECTION B - SALE DISPOSITIONS**

The parties hereto have agreed to a schedule of payments based on revenue sharing from the sales of the various land parcels as repayment of the value of the lands conveyed. The consideration is established at the current market value for land with this market value being established by an accredited appraiser holding the AACI designation. The consideration as outlined in the Deed of Conveyance shall be subject to periodic review and adjustment as required. These reviews shall be done at the instance of the Mortgagee with the first such review being within the first three years of this agreement.

**PAYMENT TO MORTGAGEE**

Location	Acreage /	Price/Acre	Selling Price	Due to
Elizabeth Street Land Assembly				
Lot 42 - Pratt St.	N/A	N/A	\$18,000	\$9,000
Lot 43 - Pratt St.	N/A	N/A	\$21,000	\$10,500
Wheeler's Road	0.69 ac (0.28 ha)	N/A	\$45,000	\$22,500
Wheeler's Road	5.1 ac (2.06 ha)	\$19,000/ac	\$96,900	\$48,450
Wheeler's Road	16.6 ac (6.72 ha)	\$19,000/ac	\$315,400	\$157,700
Pratt Street Ext.	4.6 ac (1.86 ha)	\$14,000/ac	\$64,400	\$32,200
Carter Avenue	4.9 ac (1.98 ha)	\$17,000/ac	\$83,300	\$41,650
83.1 ft. Wheeler's Road	0.21 ac (0.08 ha)	N/A	\$21,000	\$10,500
Open Space	70.73 ac (28.62 ha)	\$0	\$0	\$0
<b>SUB-TOTAL</b>	<b>102.83 ac (41.34 ha)</b>		<b>\$665,000</b>	<b>\$332,500</b>

- 45 -

Country Road Industrial Park (Phase I)				
Class A (\$22,500/ac)	10.91 ac (4.42 ha)	\$22,500/ac	\$245,475	\$122,737.50
Class B (\$20,500/ac)	21.46 ac (8.69 ha)	\$20,500/ac	\$439,930	\$219,965.00
Class C (\$17,500/ac)	25.36 ac (10.27 ha)	\$17,500/ac	\$443,800	\$221,900.00
Class D (14,500/ac)	15.17 ac (6.14 ha)	\$14,500/ac	\$219,965	\$109,982.50
Class E (\$10,000/ac)	3.54 ac (1.43 ha)	\$10,000/ac	\$35,400	\$17,700
Open Space	18.90 ac (7.65 ha)	\$0	\$0	\$0
Future Development (Phase II)	46.60 ac (18.83 ha)	\$1,000/ac	\$46,600	\$23,250
<b>SUB-TOTAL</b>	<b>141.84 ac (57.43 ha)</b>		<b>\$1,431,170</b>	<b>\$716,585.00</b>
<b>TOTAL</b>	<b>244.67 ac (99.06 ha)</b>		<b>\$2,096,170</b>	<b>\$1,048,085.00</b>

- "Sales revenue" is defined for the purposes of this schedule as the gross amount of the total negotiated sale price for each subsequent sales transaction.
- Caveat: Land currently designated for "open space" use, if developed for other uses, will be appraised without minimum value.

### **SECTION C - LEASE DISPOSITIONS**

Should the Mortgaged Property be the subject of a lease, or any portion thereof, subsequent to these presents, then and in that event, the Schedule of payments by the Mortgagor to the Mortgagee shall be as listed in Section B - Sales Disposition herein.

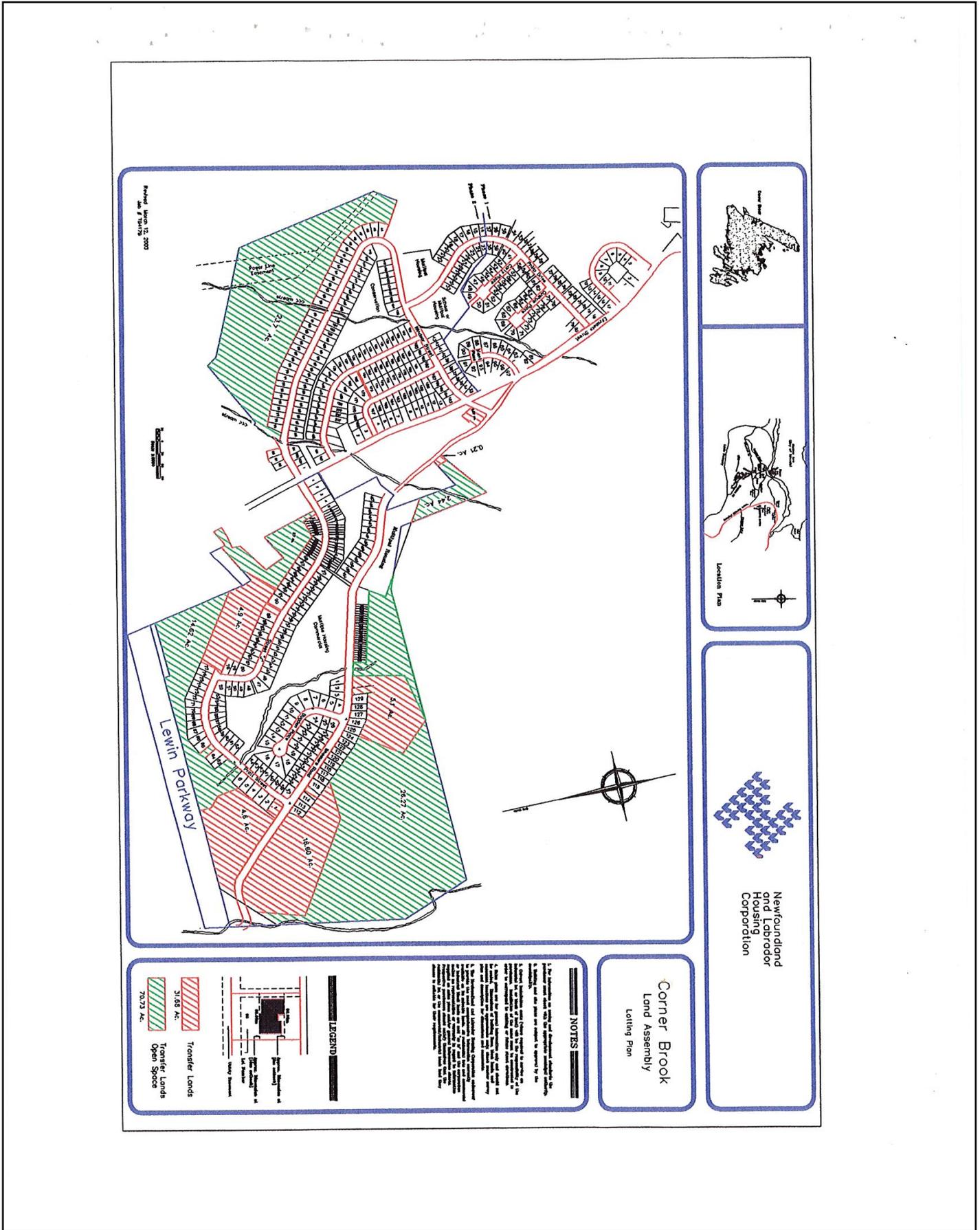
- 46 -

**SECTION D - MUNICIPAL USAGE**

Should the Mortgaged Property be the subject of municipal usage, or any portion thereof, subsequent to these presents, then and in that event, the Schedule of payments by the Mortgagor to the Mortgagee shall be as listed in Section B - Sales Disposition herein.

**SECTION E - GIFTING**

Should the Mortgaged Property be the subject of gifting, or any portion thereof, subsequent to these presents, then and in that event, the Schedule of payments by the Mortgagor to the Mortgagee shall be as listed in Section B - Sales Disposition herein.









# Request for Decision (RFD)

**Subject:** Discretionary Use - 11 A Tudor Street - Home Based Business Office

**To:** Deon Rumbolt  
**Meeting:** Regular Meeting - 15 May 2023  
**Department:** Development and Planning  
**Staff Contact:** James King,  
**Topic Overview:**

**Attachments:** [Figure 1 - Map - 11 A Tudor Street](#)  
[Application - 11 A Tudor Street](#)  
[Memo - Home Based Business Office - 11 A Tudor Street](#)

## BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based business office (carpentry business) from the dwelling located at 11 A Tudor Street. This property is located in a Residential Medium Density Zone where a home based business office is a "Discretionary Use" of the City of Corner Brook Development Regulations. The applicant has informed the City that the proposed use is for a home based business office and not the construction company itself. Parking has been reviewed and there is adequate parking for both the dwelling unit, the subsidiary apartment and the proposed home based business office. A Notice to Occupants was delivered to residents in the immediate area of the subject property. As a result of this notice, the City of Corner Brook did receive an email outlining concerns that the resident had which included increased traffic, parking issues, noise, and delivery/storage of building materials. A follow up telephone call was carried out in which City staff indicated that the application was for a home based business office only and not the construction company itself. The resident was receptive to this information.

## PROPOSED RESOLUTION:

Be it **RESOLVED** that the Council of the City of Corner Brook approve the application to operate a home based business office at 11 A Tudor Street in accordance with Regulation 11 - Discretionary Powers of Authority.

## GOVERNANCE IMPLICATIONS:

Bylaw/Regulations  
 City of Corner Brook Development Regulations  
 11

## RECOMMENDATION:

Staff recommends Option #1.

## ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business office at 11 A Tudor Street in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business office at 11 A Tudor Street in accordance with Regulation 11 - Discretionary Powers of Authority.

3. That the Council of the City of Corner Brook provides other direction to staff.

Director of Community, Engineering,    Approved - 12 May 2023  
Development & Planning

Administrative Assistant to the City    Approved - 12 May 2023  
Manager

---

City Manager




**City of Corner Brook**  
 Community Services Department  
 Planning Division  
 5 Park St, Corner Brook, NL (PO Box 1080)  
 Corner Brook, NL, Canada, A2H 6E1  
 709-637-1666 city.hall@cornerbrook.com

**PROJECT:** Discretionary Use - 11 A Tudor Street  
**TITLE:** Home Based Business Office  
 THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

**NOTES:**

**LOCATION:** 11 A Tudor Street  
**PREPARED BY:** J. King  
**DEPARTMENT:** Development & Planning  
**DATE:** 2023-05-08  
**PAGE:** 1      **OF** 1      **VERSION:** 1

### CITY OF CORNER BROOK

BUILDING INSPECTION OFFICE, COMMUNITY SERVICES, CITY HALL, 637-1500  
BUILDING PERMIT / DEVELOPMENT APPLICATION

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: _____	DATE: _____
ADDRESS: _____	EMAIL: _____
CITY: _____	PROVINCE: _____
POSTAL CODE: _____	TELEPHONE: _____
PROPERTY LOCATION: <u>11 A Tudor Street</u>	
BUILDER: _____	
ADDRESS: _____	
CITY: _____	PROVINCE: _____
POSTAL CODE: _____	TELEPHONE: _____

<b>BUILDING PERMIT APPLICATION</b> (Please check appropriate box)		
<u>BUILDING TYPE</u>	<u>CONSTRUCTION TYPE</u>	
ASSEMBLY <input type="checkbox"/>	ERECT (NEW) <input type="checkbox"/>	PATIO / DECK <input type="checkbox"/>
INSTITUTIONAL <input type="checkbox"/>	REPAIR <input type="checkbox"/>	CARPORT / GARAGE <input type="checkbox"/>
RESIDENTIAL <input type="checkbox"/>	EXTEND <input type="checkbox"/>	ACCESSORY BUILDING <input type="checkbox"/>
BUSINESS / SERVICE <input type="checkbox"/>	ALTERATION <input type="checkbox"/>	APARTMENT <input type="checkbox"/>
MERCANTILE <input type="checkbox"/>	SIGN <input type="checkbox"/>	RETAINING WALL <input type="checkbox"/>
INDUSTRIAL <input type="checkbox"/>	POOL <input type="checkbox"/>	DRIVEWAY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

<b>DEVELOPMENT APPLICATION</b> (Please check appropriate box)		
	<u>DEVELOPMENT TYPE</u>	
	RESIDENTIAL DEMOLITION <input type="checkbox"/>	SITE DEVELOPMENT <input type="checkbox"/>
	COMMERCIAL DEMOLITION <input type="checkbox"/>	HOME BASED BUSINESS <input type="checkbox"/>
SUBDIVISION / CONSOLIDATION OF PROPERTY <input type="checkbox"/>		NEW BUSINESS <input type="checkbox"/>
NEW BUILDING (RESIDENTIAL / COMMERCIAL) <input type="checkbox"/>		CHANGE OF USE <input type="checkbox"/>
		RELOCATION OF BUILDING <input type="checkbox"/>
		OTHER <input type="checkbox"/>

<b>DESCRIPTION OF WORK:</b>
<u>Carpentry (Plastering, framing, Roofing, siding, etc)</u>
ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ _____

<b>DECLARATION:</b>	
I hereby apply for permission to carry out the development herein. I declare that all the information given by me in connection with this application is true and correct to the best of my belief and that the development described, if permitted, will be carried out in accordance with all applicable laws and regulations of the Province of Newfoundland and Labrador and the City of Corner Brook.	
<b>NOTE:</b>	
Where the Applicant and Property Owner <u>are not the same</u> , the signature of the Property Owner may be required before the application can be processed.	
SIGNED BY: _____	APPLICANT: _____
PROPERTY OWNER: _____	WITNESS: _____

**THIS APPLICATION IS NOT VALID UNTIL COMPLETED AND SIGNED  
SEE REVERSE FOR FEES AND CONDITIONS**

## MEMO

**To:** Manager of Development & Planning  
**Fr:** Development Inspector I  
**Subject:** **11 A Tudor Street – Home Based Business Office**  
**Date:** May 8, 2023

---

The City of Corner Brook has received an application to operate a home based business office (carpentry business) from the dwelling located at 11 A Tudor Street which is located in a Residential Medium Density Zone. This application is for a home based business office only and not the company itself.

A home based business office is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 11 A Tudor Street indicating the above mentioned request. As a result of this notice, one (1) email outlining several concerns was received. The concerns included increased traffic, parking issues, noise and delivery/storage of materials. A subsequent telephone call was carried out in which staff conveyed to the author of the email that the application was for a home based business office only and not the company itself.

A site inspection by City staff has revealed that there is sufficient parking at this location for the existing single dwelling use, the subsidiary apartment and the proposed home based business office.

After review of the application and the results to the notice to occupants, it is recommended that the Council of the City of Corner Brook approve this application.

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

Signed: \_\_\_\_\_  
James King, CET, CPT





# Request for Decision (RFD)

**Subject:** ATV Street Access for a Special Event

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 15 May 2023  
**Department:** Recreation  
**Staff Contact:** Kim Patten, Director of Recreation  
**Topic Overview:** ATV street access during Jiggs & Wheels Festival  
**Attachments:** [ATV Access 2023 Jigs and Wheels Festival](#)

## BACKGROUND INFORMATION:

The City of Corner Brook is hosting a ten (10) day Jiggs & Wheels Festival. A theme of the festival includes a focus on the All-Terrain Vehicle access offered by the City. The festival organizers have requested that we provide full access to all City streets during the festival.

The City of Corner Brook recognizes that while it wants to provide such access for this special event, it must do so cautiously mitigating safety risks that may be posed by ATVs operating on the City streets.

## PROPOSED RESOLUTION:

**Be it RESOLVED** that pursuant to Section 201 and 202 of the City of Corner Brook Act, 1990 and Section 7 of the Recreational Vehicle Regulation 2022 and all other enabling powers, the Council of the City of Corner Brook hereby permits All-Terrain Vehicles to operate on all its City streets with exception of the following:

1. Any portion of the Lewin Parkway or TCH;
2. A portion of O'Connell Drive from the intersection of Bliss Street to the intersection of Mt. Bernard Avenue;

for the dates of July 28th – August 6th, 2023, so to support the City's Jiggs & Wheels Festival.

## FINANCIAL IMPACT:

There may be some MEO overtime incurred to monitor the ATV access.

## RECOMMENDATION:

Staff are recommending that opening all streets could be done but because of the busyness of certain City streets, they are recommending that restrictions be put in place to not allow ATVs on the Lewin

Parkway and on O'Connell Drive from the intersection of Bliss Street to the Mt. Bernard Avenue intersection. All other conditions of the Off-Road Vehicles Act and the Recreational Vehicle Regulation

2022 must continue to apply. Also, much media will need to be produced to advise ATV operators and vehicle traffic of using caution on our streets during this festival.

### **ALTERNATIVE IMPLICATIONS:**

**Options:** (What are 3 key options, what are the implications with each?)

1. Approve current recommendation to allow ATV access and support the special event;
2. Not approve and leave ATV access as permitted under the Recreational Vehicle Regulation 2022;
3. Approve with changes. Council will need to direct staff accordingly.

Administrative Assistant to the City  
Manager

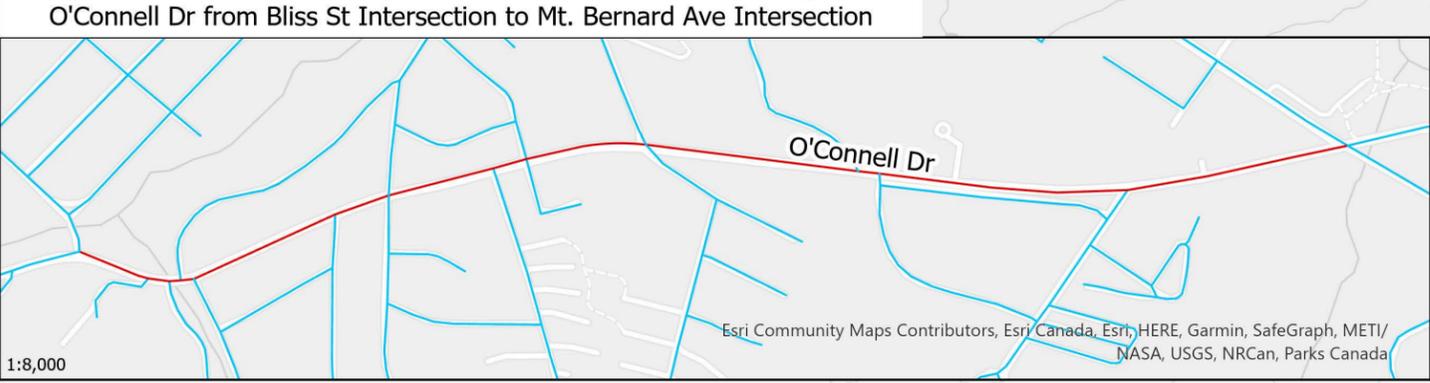
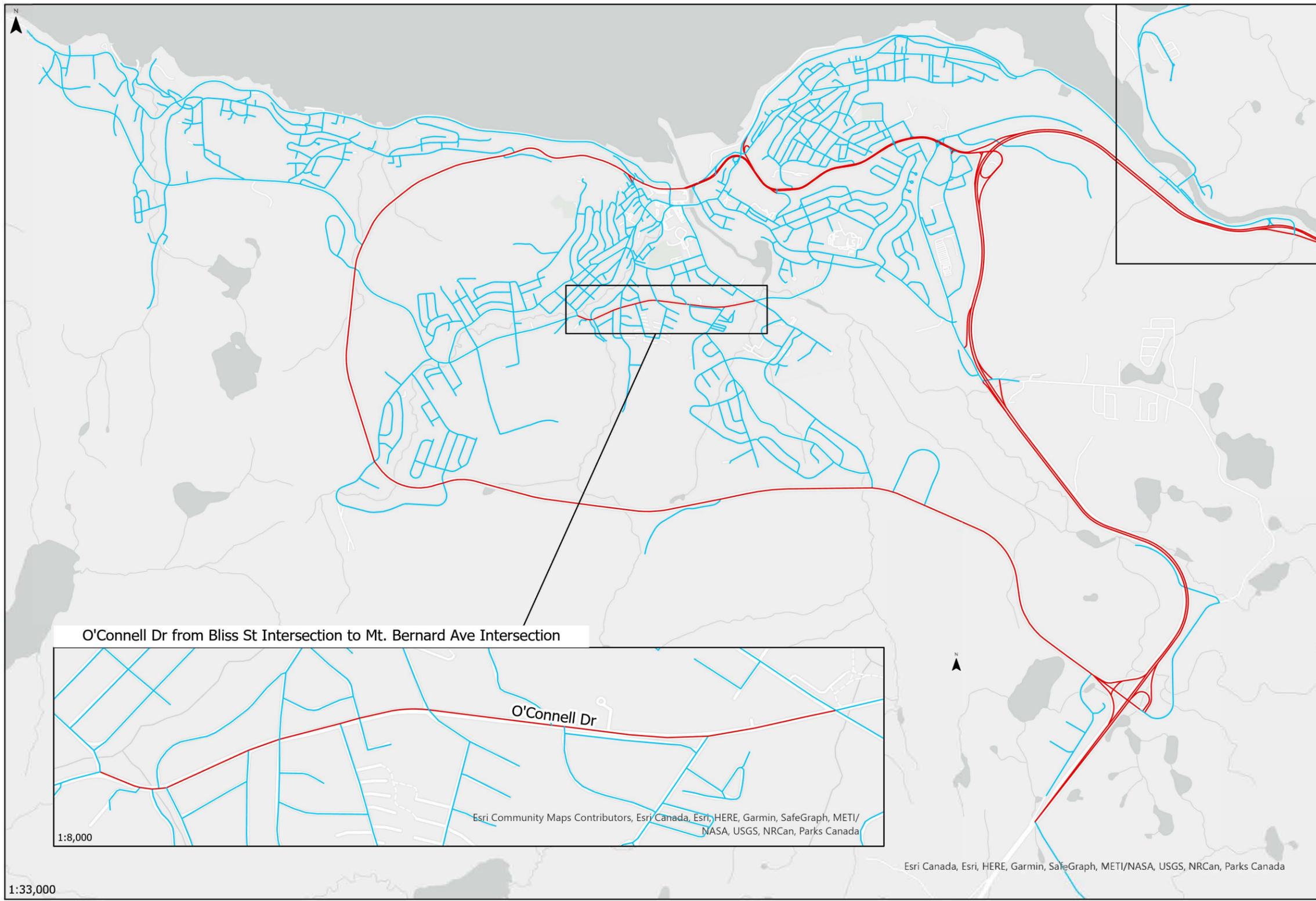
Approved - 12 May 2023

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City Manager



# ATV Road Access for 2023 Jigs and Wheels Festival



**ATV Road Access**

- Open
- Closed

All Roads open for ATV access except for: Lewin Pkwy, O'Connell Dr, Trans Canada Hwy as depicted in this map.

projection: NAD83 MTM3  
 by: Robyn Snook, GIS Administrator  
 City of Corner Brook  
 June 21, 2022





# Information Report (IR)

**Subject:** Notice of Motion--Recreational Vehicle Regulations (2022) Amendment

**To:** Rodney Cumby

**Meeting:** Regular Meeting - 15 May 2023

**Department:** Community Services

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

**Topic Overview:** Notice of Motion-Recreational Vehicle Regulations (2022) Route Change Amendment

**Attachments:** [Schedule A Updated - 2022 Recreational-Vehicles By Law](#)  
[Notice of motion-LAS revised May 10-2023](#)

## BACKGROUND INFORMATION:

With the construction of the Great Trail Phase II commencing this spring, it is recommended that the section of trail from Hilliard's Road to McLeod's Lane be removed from approved recreational vehicle trails within the City. Once construction is complete on the Great Trail, motorized vehicles are not permitted on the facility, therefore, a change is required to the permitted routes (**Schedule A**) for recreational vehicle use.

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

Whereas sections 201 and 202 of the City of Corner Brook Act authorize Council to make regulations:

- Prohibiting or controlling the operation of recreational vehicles not licenced under the Highway Traffic Act on public roads and bridges;

And further, Section 15 of the Off-Road Vehicles Act, authorize Council to make regulations:

- Permitting the driving of vehicles or a class of vehicles along or across a highway or part of a highway in a municipality;

Notice is hereby given that at the Public Council Meeting on May 15th, 2023, the following motion will be brought forward for consideration:

**Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 15 of the Off-Road Vehicles Act, and all other enabling powers,**

**the Council of the City of Corner Brook hereby repeals Schedule A (June 15th, 2022) of the Recreational Vehicle Regulations (2022) and replaces with Schedule A (May 15th, 2023)**

**Legal Review:** Yes

**LEGAL REVIEW:**

Legislation has been reviewed by City legal dept

Director of Community, Engineering, Development & Planning      Approved - 10 May 2023

Administrative Assistant to the City Manager      Approved - 11 May 2023

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

Schedule "A" (2023)

Permitted All-Terrain Vehicle Routes

All-terrain vehicles are permitted to travel on or along the following highways:

- Riverside Drive, west from intersection of the Northshore Highway;
- Main Street;
- Herald Avenue;
- Broadway;
- Pier Road;
- Griffin Drive;
- Petries Street (from the intersection of Curling Street to the intersection of **McLeod's Lane**);
- **McLeod's Lane**;
- Confederation Drive;
- Massey Drive;
- Lundrigan Drive.

All-terrain vehicles are permitted to travel on or along the following public pathways:

- Trail between the end of Pier Road and Griffin Drive.

All-terrain vehicles can travel the designated one-kilometer zone/s on the provincially owned highways as follows:

- Lewin Parkway to access the designated route of Lundrigan Drive;
- O'Connell Drive extension to access the designated route of **McLeods Lane**;
- North Shore Highway (Route 440) to access the Hughes Brook trailhead.

**City of Corner Brook  
Recreational Vehicle Regulations, 2022**

Pursuant to the powers vested in it under Section 201 and 202 of the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended, and Section 15 of the Off-Road Vehicles Act as amended, and all other powers it enabling, the Corner Brook City Council repealed and replaced **Schedule A (June 15<sup>th</sup>, 2022) of the Recreational Vehicle Regulations (2022)** and with **Schedule A (May 15<sup>th</sup>, 2023) of the Recreational Vehicle Regulations (2022)**.

Any person(s) who wishes to view a copy of the regulation may do so at the City Clerk's Office, Corner Brook City Hall during regular business hours or visit the City of Corner Brook website at [www.cornerbrook.com/bylaws](http://www.cornerbrook.com/bylaws)

These regulations will have effect from the date of publication in the Newfoundland and Labrador Gazette.

Jessica Smith  
City Clerk  
(Acting)

# Proposed Changes to City of Corner Brook ATV Route - Hilliard's Rd & McLeods Ln

Current ATV Trail

- Legend**
- ATV City Routes
  - ATV Trails On Road
  - ATV Trails Off Road/ Shared Pathway
  - NL ATV Trails/ Others
  - Proposed ATV Route



Scale: 1:7,000

Proposed Changes to ATV Trail

By: Robyn Snook  
GIS Administrator  
City of Corner Brook

May 12, 2023  
Projection: NAD83 MTM3



Scale: 1:7,000