



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 **January 8th at 7 P.M.. City Hall Chambers.**

CITY CLERK

Page

1 CALL MEETING TO ORDER

3 1.1 Land Acknowledgement

2 APPROVALS

2.1 Approval of Agenda

5 - 11 2.2 Approval of Minutes- Committee of the Whole December 11, 2023

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 TENDERS/CHANGE ORDERS

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85 - 91	7.5	Discretionary Use - Office in Light industrial Zone - 406 O'Connell Drive
93 - 100	7.6	Conditionally Rescind Stop Work Order 2023-01 - Unpermitted Quarrying

8 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, 11 DECEMBER, 2023 AT 7:00 PM**

PRESENT:

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	L. Chaisson	D. Charters, Director Community Engineering Development and Planning
Councillors:		T. Flynn, Director of Protective Services
	V. Granter	S. Maistry, Director of Finance and Administration
	B. Griffin	Director of Recreation Services - Vacant
	P. Keeping	J. Smith, City Clerk
	C. Pender	J. Baines, Sergeant-At-Arms

Absent with regrets: Councillor P. Gill and D. Burden, Director of Public Works, Water and Waste Water Services

COW23-124 Land Acknowledgement

Councillor P. Keeping read out the land acknowledgement.

COW23-125 Approval of Agenda

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

COW23-126 Approval of Minutes- Regular Meeting December 4, 2023

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** to approve the minutes of the Regular Council Meeting of December 4, 2023. **MOTION CARRIED.**

COW23-127 Ratification of Decisions

In accordance with section 41(3) of the City of Corner Brook Act, the following minutes were brought forward for ratification:

CC23-008 - Multi Year Capital Works 2023-2026 [Chaisson/Keeping]
 CC23-014 - Approval of Agenda [Chaisson/Granter]
 CC23-016 - 2023-2026 Multi Year Capital Works [Chaisson/Pender]
 CC23-019 - Approval of Agenda [Chaisson/Pender]
 CC23-021 - Proposed extension beyond minimum building line set back [Chaisson/Pender]
 CC23-022 - Convention and Special Event Policy [Chaisson/Granter]

MOTION CARRIED FOR ALL MINUTES.

COW23-128 Business Arising From Minutes

There was no business arising from the minutes.

COW23-129 Protective Services Statistics for month of November 2023

Councillor V. Granter presented the statistics from the Protective Services Department as follows:

- Municipal Enforcement received 85 calls for services;
- Animal Control received 26 calls for services;
- There were 31 Parking related violations issued;
- Corner Brook Fire Department received 51 calls for service;
- Over 200 homes in the Corner Brook area have had smoke alarms installed by the CBFD with 36 installed in November;
- Fire Inspection conducted 29 commercial business inspections and follow-up inspections, 4 fire drills at 3 schools and 1 at City Hall and attended 2 community outreach events.

COW23-130 Public Works Summary

The Deputy Mayor L. Chaisson presented an update on the Public Works operation for the period of October 25th to December 6th, 2023 as follows:

- tree maintenance is completed for the season;
- patching was completed by contractor on November 19th;
- all water and sewer cuts were paved, new cuts to be maintained by staff over the winter;
- storm sewer flushing program was complete on November 24th - over 40 problematic catch basins and adjacent storm sewers were cleaned;
- curb work was completed on November 10th - staff will generate a list for the spring as requests come in;
- street sweeper finished up November 15th
- crews have been assigned to place markers on potholes that have been reported and crews have been using cold patch to maintain since late November;
- staff have been transitioned into winter operations, up until December 6th the City has plowed twice;
- received 115 calls for service from October 25th to December 6th with the top three categories being Salt/Sand Request (42 calls), Road Maintenance/Potholes (31 calls) and Drainage Issues (8 calls).

COW23-131 Water and Wastewater Work summary

Deputy Mayor L. Chaisson presented an update from the Water and Wastewater Division as follows:

- received a total of Water and Wastewater Complaints with the top two requests being for Water Leaks (19 requests) and Water Shut off and/or On (17 requests);
- issued a total of 21 Water and Wastewater Media Releases;
- the Water and Wastewater Recoverable Works totaled \$3,979.29;
- completed a total of 18 Water and Wastewater Repairs;

- additional maintenance include the completion of the annual maintenance for the fire hydrant deficiencies,

COW23-132 Capital Project and Engineering Committee Updates

Councillor C. Pender presented an update from Capital Works and Engineering as follows:

- Recreation Centre - project is 90% complete, interior work (paint, plaster, flooring, ceiling tiles, etc.) is well underway, pool mechanical work has begun;
- Mt Bernard Avenue - approximately 80% underground work, work remaining on 200 metres will begin in Spring 2024;
- Great Trail Enhancement - Phase 1 complete, gates installed on trail were damaged and have been removed by City for repair;
- O'Connell Drive Pedestrian - 99% complete, waiting on NL Power to remove old service connection and pole;
- New projects coming up include the Deep Gulch Brook Culvert Replacement, Curling Street Retaining Wall Replacement and the Great Trail Enhancement Phase 2 are expected to go out for tender in Winter 2024;
- Transportation Study - Consultant RFP's closing December 15th, 2023
- Accessibility Study and Implementation Plan - RFP's are being developed and will be released before year end;
- Strategic Tourism for Areas and Regions - RFP's for Design and Construction of Man in the Mountain and Cape Blow Me Down Hiking Trails have released and closes December 29th, 2023;
- Multi-Year Capital (MYCW) 2023-2026 - Consultant Fee Requests closing on December 15th, 2023 for the Curling Street Storm Sewer Replacement, Old Humber Road Retaining Wall, Main Street Pedestrian Bridge and Intersection Improvements (Elizabeth Street/O'Connell Drive).

COW23-133 Qalipu Participark Trail Project

Councillor B. Griffin presented an update on the Qalipu Participark Trail Project. The City had previously committed to providing support back in 2018-2021, however the project did not move forward. The province recently notified Qalipu that the funding was still available and the project would have to proceed in 2024 and Qalipu is hopefully that the project can move forward in 2024.

COW23-134 Development, Planning and Community Services

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

Development and Planning

- New Rec Centre - all permits issued;

- Crematorium (167 Country Road) - new permit has issued;
- CB Acute Care Hospital - Conditional Occupancy Issued, scheduled to be occupied by Spring-Summer 2024;
- Western Star Building Conversion to Apartment - construction underway;
- Gas Station/Fast Food (8 Grenfell Drive) - foundation permit issued, work progressing;
- permits have been issued for several developments such as the renovation to 6 unit apartment building and 1 commercial space at 71 Humber Road, Murphy Brothers Industrial Building at 1 Ariceen Place, Renovations at McDonalds, Western Motorsports (22 Confederation Drive);
- New IMSP and Development Regulations - consultant met with Council and is working on the final amendment to the Plan and Regulations;
- Accessibility Plan - staff have developed a working group to develop a new accessibility plan according to the provincial guidelines and templates and in collaboration with the Accessibility Committee, Council, the public and other stakeholder groups

Business Development

- Downtown Business Improvement Association (BIA) - 35 businesses have completed surveys regarding re-establishing a BIA and the majority are interested, staff are working on a more detailed survey and a strategy document to address the immediate priorities for the new BIA;
- New Economic Development Program is being developed exclusively for indigenous youth (<35 years), a draft program is almost complete and staff are working with Navigate to discuss potential projects and programs;
- Assistance for Women Entrepreneurs of Small or Medium Enterprises (AWESOME) - 8 business have been approved for program to date

Sustainable Development

- Christmas Garbage Drop Off - Drop off at the Civic Centre from December 27th-30th for extra household waste;
- Christmas Tree Collection - collection will begin on January 8th (Day 4) and conclude on January 12th (Day 3);
- Grenfell Policy Class - staff are working with Grenfell to explore the development of sustainability policies for topics such as storm water management, glass recycling, bee keeping and tree planting;
- 2 Billion Trees Project - working to prepare a public survey to gather more information about urban forests in Corner Brook to engage residents on the importance of tree planting initiatives;
- 12 Days of Sustainability - working on developing posts to educate residents on ways to be more sustainable during Christmas;

- Transit Digital Payment System (M-Card) - reloadable smart card used to pay for transit fares and are available at the Customer Service Desk at City Hall.

COW23-135 Finance & Administration Update

The Mayor presented an update from the Finance and Administration Department up to November 2023, as follows:

- total revenues was \$36,706,899 against a budget of \$37,414,835;
- total expenses was \$29,733,048 against a budget of \$37,414,835;
- total outstanding receivables was \$3.3M, with \$1.8M in current year (\$1.5M - Property, 353K - Business) and \$1.5M prior year (\$1.3M - Property, \$216K - Business).

COW23-136 Recreation Update

Councillor P. Keeping presented an update from the Recreation Department as follows:

Recreation

- indoor activities have increased over the winter season already;
- daytime programming such as Active Tots, Pickleball, Older Adult Fitness Class has been ongoing;
- Nation Childs Day event took place on November 5th, the event was well attended and a great success.

Civic Centre

- Ice Season has been busy with tournaments, rep team tryouts and U18 AAA male provincial league play, senior hockey, adult recreation, general skates and regular programming;
- Tournaments for the following groups were scheduled throughout November and December: CBMHA Rep Team Tryouts (all divisions, male and female), U15 Male AAA Provincial Tournament, U18 Male AAA League Play, U18 House League tournament, U15 House League Tournament, U11 Western Regional Rep Tournament, U16 Male Provincial Tournament, U13 Female AAA Provincial Tournament, U11 House League;
- Corner Brook Royals Senior Team started their seasons with four home games with the next ones scheduled for January 6th & 7th;
- Civic Centre hosted two major craft fairs in November, as well as the Hospital Foundation Gala and three major Christmas Parties;
- The Corner Brook Minor Hockey Association, Silver Blades, Western Kings, the Western Warriors and mode adult recreational leagues will break for holiday season after December 18th, with the exception of a hockey camp on December 27-29;
- The Corner Brook Fire Department and the RNC will be having a charity game on December 18th, 6:30-8:30 p.m., admission is a

donation to the Special Olympics and the Muscular Dystrophy Association;

- The walking track remain open daily with the exception of Christmas Eve after 2pm, Christmas Day, Boxing Day and New Year's Day;
- There will a free family Skate on December 31st from 1-3 in both rinks open to the public.

COW23-137 Tourism Update December 2023

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

- Cruise Season - The 2023 Cruise Season was very successful with 28 ships and an increase in passenger numbers of 57.8% from 2022. The City provided entertainment, information booths, greeters, the Mill Whistler and more to visitors. The 2024 Cruise seasons is forecasted to include 37 ships for a total of 57,901 passengers and 24,535 crew;
- Christmas Parade - The City Float was very well received (the Mill Whistler) and staff had a great time greeting residents;
- Caroling - On December 15th, the City will be hosting a caroling event at 6pm. A short portion of the event will be filmed live by CBC during their "Feed NL Day", hot chocolate and treat will be provided, residents are encouraged to attend

COW23-138 Council Meeting Schedule

The Mayor presented the schedule for the full 2024 year which includes the Regular Council Meeting and the Committee of the Whole as attached. Schedule is subject to change.

COW23-139 RFD Winter 2023 Hired Equipment List

On motion by Councillor V. Gratner, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** to accept the quotations for the Winter Hired Equipment list as attached for the period of December 22, 2023 & ending in May 21, 2024 on a standing offer basis. **MOTION CARRIED.**

COW23-140 Contract 2023-19 Electrical Maintenance/Service for Equipment

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** to approve the tender bid from Maximum Power Ltd. in the amount of \$29,881.60 (HST Included) per annum, for contract no. 2023-19 Electrical Service/Maintenance for Equipment for a 2 year contract. **MOTION CARRIED.**

COW23-141 Contract 2023-18 Electrical Maintenance/Service for Buildings

On motion by Councillor B. Griffin, seconded by Councillor C. Pender, it is **RESOLVED** to approve the tender vid from Maximum Power Ltd. in the amount of #32,683.00 (HST included) per annum, for contract No. 2023-

18 Electrical Service/Maintenance for buildings, two year contract.
MOTION CARRIED.

COW23-142 Policies to Rescind

On motion by Deputy Mayor L. Chaisson, seconded by Councillor C. Pender, it is **RESOLVED** to rescind the following policies:

Poll Tax - Student (11-03-19)

Poll Tax (11-03-02)

Purchase of Asphalt, Concrete and Granular (07-03-01)

Tender Document Holders (07-01-02)

Tenders/Proposal Calls (07-01-01)

Sand Barrels (06-02-03)

Demolition Order (06-07-01)

Dealing with Difficult Individuals (12-03-03) **MOTION CARRIED.**

ADJOURNMENT

The meeting was adjourned at 7:53 p.m.

City Clerk

Mayor



Request for Decision (RFD)

Subject: Main Street Pedestrian Bridge Proposal

To: Darren Charters
Meeting: Regular Meeting - 08 Jan 2024
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Consultant Fee Proposal \(signed\) Redacted](#)

BACKGROUND INFORMATION:

This RFD is intended to address the selection of a Prime Consultant related to the Main Street Pedestrian Bridge. This project is funded under the 2023-2026 Multi Year Capital Works Program and consists of removing the existing deteriorating bridge and installing a 13-meter-long steel pedestrian bridge across Bell's Brook linking Main Street to the Corner Brook Stream Trail. The City of Corner Brook requested proposals to select a Prime consultant for the project.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook accept the proposal submitted by Anderson Engineering Consultants Ltd. for the Main Street Pedestrian Bridge in the amount of \$25,558.75 HST Included, The Corner Brook City Council authorizes the City Manager to sign the PCA Agreement with the Consultant; Anderson Engineering Consultants Ltd. on behalf of the City of Corner Brook.

FINANCIAL IMPACT:

Estimated Prime Consultant \$17,940.00 (HST Included)
 Estimated Construction \$132,060.00 (HST Included)
 Total budget \$150,000.00 (HST Included)

Budget Code: 17-MYCW-24-00014

Finance Type: Funding

Director of Community, Engineering, Development & Planning	Approved - 03 Jan 2024
Administrative Assistant	Approved - 04 Jan 2024

City Manager

**CONSULTANT FEE PROPOSAL FOR PRIME CONSULTANT SERVICES
MAIN STREET PEDESTRIAN BRIDGE**

CITY OF CORNER BROOK

PREPARED FOR: **City of Corner Brook**
P.O. Box 1080
Corner Brook, NL
A2H 6E1

PREPARED BY: **Anderson Engineering Consultants Ltd.**
Suite 103, 3 Union Street
Corner Brook, NL
A2H 5M7

PRIMARY CONTACT: **Walter Anderson, P.Eng.**
Phone: (709) 634-9944, ext. 202

email: andersoneng.wa@nfld.net

DATE: **December 2023**



CONSULTANT FEE PROPOSAL

Project Name	Main Street Pedestrian Bridge - City of Corner Brook – 17-MYCW-24-00014
City Representative	Erik Neilson
Firm	Anderson Engineering Consultants Ltd.
Date Submitted	December 14, 2023

Consultant Fee Proposal

Schedule II in PCA	Fee
<u>Basic Services</u>	
Preliminary Engineering	\$510.00
Design and Contract Documents	\$2,340.00
Tendering and Contracts Award	\$710.00
Contract Administration	\$1,860.00
Project Completion Phase and Record Drawings	\$355.00
<u>Other Additional Services (at cost) - List Additional Required Services as required:</u>	
Resident Services during Construction 100 –hrs as per consultant fee request.	\$5,800.00
Commissioning	
Prime Consultant Project Expenses for Above Services	\$150.00
<u>Sub Total Service Fees</u>	\$11,725.00
<u>Reimbursable Expenses:</u> ENSURE YOU CONFORM TO POSTED GOVERNMENT RATES AND HST APPLICABILITY. Please note that meal rates and mileage rates as posted on the government sites INCLUDE HST so exercise caution on how expenses are calculated. Expenses incurred by your own company (included above) such as photocopying, etc. are eligible for adding HST. Please use correct numbers if you will be adding HST to expenses for mileage and meals.	
Meals - Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/meal-rates/ Breakfast- \$9.60, Lunch - \$16.80, Dinner- \$26.04 (all HST Included) Breakfast- \$8.34, Lunch - \$14.60, Dinner- \$22.64 (all HST excluded)	N/A
Travel – for the following visits. Preliminary Site Visit – 1 Visit, Substantial and Final Inspection plus Commissioning – 1 Visit, Warranty Inspection – 1 Visit. Total of 3 Visits. Automobile Reimbursement Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/auto-reimbursement/ October 1 – October 30, 2022- \$0.0000 (HST included) - \$0.0000 (HST excluded)	N/A
Accommodation	N/A
<u>Sub Total Reimbursable Expenses</u>	\$0.00

CONSULTANT FEE PROPOSAL

Project Name	Main Street Pedestrian Bridge - City of Corner Brook – 17-MYCW-24-00014
City Representative	Erik Neilson
Firm	Anderson Engineering Consultants Ltd.
Date Submitted	December 14, 2023

Schedule III in PCA	
Additional Reimbursable Allowances	
Site Survey (Include in Level of Effort unless 3 rd party include here)	\$ 3000
Materials Testing	\$ 2500
Concrete Testing	\$ 2500
Compaction Testing	\$ 2500
<u>Sub Total Additional Reimbursable Allowances (Transfer to Schedule II of PCA)</u>	\$ 10,500.00
Sub – Total (excluding HST)	\$22,225.00
HST (on subtotal above)	\$3,333.75
Reimbursable Expenses (Only use this line if your reimbursable expenses were calculated with HST included rates, otherwise use the line item above)	
Total fee – (HST Inclusive)	\$25,558.75

Please note that bidders shall provide level of effort costing on a separate sheet. Bidders will be responsible for itemizing all costs for all work, and to subdivide total fee into the line items identified in the Fee Proposal.

CONSULTANT FEE PROPOSAL

Project Name	Main Street Pedestrian Bridge - City of Corner Brook – 17-MYCW-24-00014
City Representative	Erik Neilson
Firm	Anderson Engineering Consultants Ltd.
Date Submitted	December 14, 2023

Hourly Rates for this Project

Additional work or changes in scope may occur. Please provide hourly rates for all discipline staff that will be assigned to this project and the fee for any additional work on an hourly basis.

These fees will be in force for the entire duration of the project.

Changes to the project team shall not be made without written approval from Transportation and Infrastructure.

Professional	Rate	Assigned Team member
Senior Engineer	\$170.00	
Intermediate Engineer		
Junior Engineer		
Senior Architect		
Architect		
Architect Intern		
Senior Technologist		
Intermediate Technologist		
Junior Technologist		
Senior Technician	\$85.00	
Intermediate Technician	\$58.00	
Junior Technician		
Administrator	\$50.00	
Other:		

Schedule

☒ We have resources available to complete the design within the prescribed schedule.

☐ We propose the following schedule: - Please provide schedule.

CONSULTANT FEE PROPOSAL

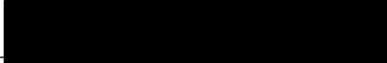
Project Name	Main Street Pedestrian Bridge - City of Corner Brook – 17-MYCW-24-00014
City Representative	Erik Neilson
Firm	Anderson Engineering Consultants Ltd.
Date Submitted	December 14, 2023

Other Comments

Consultant Representative

Walter J. Anderson

Name



Signature

President

Title



Request for Decision (RFD)

Subject: Elizabeth Street Intersection Improvements Proposal

To: Darren Charters
Meeting: Regular Meeting - 08 Jan 2024
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [17-MYCW-24-00007 Harbourside Redacted](#)

BACKGROUND INFORMATION:

This RFD is intended to address the selection of a Prime Consultant related to the Elizabeth Street Intersection Improvements. This project is funded under the 2023-2026 Multi Year Capital Works Program and consists of upgrading the signalized intersection on Elizabeth Street and O'Connell Drive intersection. The City of Corner Brook requested proposals to select a Prime consultant for the project.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook accept the proposal submitted by Harbourside Transportation Consultants for the Elizabeth Street Intersection Improvements in the amount of \$90,321.00 HST Included, The Corner Brook City Council authorizes the City Manager to sign the PCA Agreement with the Consultant; Harbourside Transportation Consultants on behalf of the City of Corner Brook.

FINANCIAL IMPACT:

Estimated Prime Consultant \$99,187.50 (HST Included)
 Estimated Construction \$700,812.50 (HST Included)
 Total budget \$800,000.00 (HST Included)

Budget Code: 17-MYCW-24-00007

Finance Type: Funding

Director of Community, Engineering, Development & Planning	Approved - 03 Jan 2024
Administrative Assistant	Approved - 04 Jan 2024

City Manager

CONSULTANT FEE PROPOSAL

Project Name	Elizabeth Street Intersection Improvements - City of Corner Brook – 17-MYCW-24-00007
City Representative	Erik Neilson
Firm	Harbourside Transportation Consultants
Date Submitted	15 December 2023

Consultant Fee Proposal

Schedule II in PCA	Fee
<u>Basic Services</u>	
Preliminary Engineering	\$11,250.00
Design and Contract Documents	\$8,940.00
Tendering and Contracts Award	\$1,910.00
Contract Administration	\$5,700.00
Project Completion Phase and Record Drawings	\$5,680.00
<u>Other Additional Services (at cost) - List Additional Required Services as required:</u>	
Resident Services during Construction – 300 hrs as per consultant fee request.	\$27,000.00
Commissioning	\$4,560.00
Prime Consultant Project Expenses for Above Services	\$0
<u>Sub Total Service Fees</u>	\$65,040.00
<u>Reimbursable Expenses:</u> ENSURE YOU CONFORM TO POSTED GOVERNMENT RATES AND HST APPLICABILITY. Please note that meal rates and mileage rates as posted on the government sites INCLUDE HST so exercise caution on how expenses are calculated. Expenses incurred by your own company (included above) such as photocopying, etc. are eligible for adding HST. Please use correct numbers if you will be adding HST to expenses for mileage and meals.	
Meals - Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/meal-rates/ Breakfast- \$9.60, Lunch - \$16.80, Dinner- \$26.04 (all HST Included) Breakfast- \$8.34, Lunch - \$14.60, Dinner- \$22.64 (all HST excluded)	\$0
Travel – for the following visits. Preliminary Site Visit – 1 Visit, Substantial and Final Inspection plus Commissioning – 1 Visit, Warranty Inspection – 1 Visit. Total of 3 Visits. Automobile Reimbursement Rates - https://www.gov.nl.ca/exec/hrs/working-with-us/auto-reimbursement/ October 1 – October 30, 2022- \$0.0000 (HST included) - \$0.0000 (HST excluded)	\$0
Accommodation	\$0
<u>Sub Total Reimbursable Expenses</u>	\$0

CONSULTANT FEE PROPOSAL

Project Name	Elizabeth Street Intersection Improvements - City of Corner Brook – 17-MYCW-24-00007
City Representative	Erik Neilson
Firm	Harbourside Transportation Consultants
Date Submitted	15 December 2023

Schedule III in PCA	
Additional Reimbursable Allowances	
Site Survey (Include in Level of Effort unless 3 rd party include here)	\$ 5000
Materials Testing	\$ 2500
Concrete Testing	\$ 2500
Asphalt Extractions	\$ 1000
Compaction Testing	\$ 2500
Sub Total Additional Reimbursable Allowances (Transfer to Schedule II of PCA)	\$ 13,500.00
Sub – Total (excluding HST)	\$78,540.00
HST (on subtotal above)	\$11,781.00
Reimbursable Expenses (Only use this line if your reimbursable expenses were calculated with HST included rates, otherwise use the line item above)	
Total fee – (HST Inclusive)	\$90,321.00

Please note that bidders shall provide level of effort costing on a separate sheet. Bidders will be responsible for itemizing all costs for all work, and to subdivide total fee into the line items identified in the Fee Proposal.

CONSULTANT FEE PROPOSAL

Project Name	Elizabeth Street Intersection Improvements - City of Corner Brook – 17-MYCW-24-00007
City Representative	Erik Neilson
Firm	Harbourside Transportation Consultants
Date Submitted	15 December 2023

Hourly Rates for this Project

Additional work or changes in scope may occur. Please provide hourly rates for all discipline staff that will be assigned to this project and the fee for any additional work on an hourly basis.

These fees will be in force for the entire duration of the project.

Changes to the project team shall not be made without written approval from Transportation and Infrastructure.

Professional	Rate	Assigned Team member
Senior Engineer	\$160	
Intermediate Engineer		
Junior Engineer	\$75	
Senior Architect		
Architect		
Architect Intern		
Senior Technologist		
Intermediate Technologist		
Junior Technologist		
Senior Technician	\$90	
Intermediate Technician		
Junior Technician		
Administrator	\$60	
Other: Inspector	\$90	

Schedule

☒ We have resources available to complete the design within the prescribed schedule.

☒ We propose the following schedule: - Please provide schedule.

Schedule attached

CONSULTANT FEE PROPOSAL

Project Name	Elizabeth Street Intersection Improvements - City of Corner Brook – 17-MYCW-24-00007
City Representative	Erik Neilson
Firm	Harbourside Transportation Consultants
Date Submitted	15 December 2023

Other Comments

Consultant Representative

Mark Stuckless, P.Eng.

Name



Sr. Transportation Engineer, Partner

Title



Request for Decision (RFD)

Subject: Owner's Advisor - Regional Recreation Facility - PCA Amendment No. 9

To: Darren Charters
Meeting: Regular Meeting - 08 Jan 2024
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [677762-0001-SLI-M-40-ECH-000-0009_C03_Redacted](#)

BACKGROUND INFORMATION:

Given the increased effort relative to numerous change orders and a project schedule that will extend well beyond the the original schedule outlined in the Prime Consultant Agreement (PCA) AtkinsRealis (formally SNC Lavalin) is requesting a change order to cover the project-related costs anticipated to the end of the project .

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council approve the PCA amendment No. 9 for AtkinsRealis, for the Owner's Advisor - Corner Brook Regional Recreational Facility for an addition to the PCA amount of \$61,574.98 HST Included.

FINANCIAL IMPACT:

Authorized Contract Amount \$524,524.78 (HST Included)
 Previous Change Orders \$67,335.83 (HST Included)
 New Approved Contract Amount \$653,435.59 (HST Included)

Budget Code: 17-CCR-21-00005

Finance Type: Funding

Director of Community, Engineering, Development & Planning	Approved - 20 Dec 2023
Administrative Assistant	Approved - 05 Jan 2024

 City Manager

Division of Municipal Infrastructure
Form 5A - PCA Amendment – Change Order Notice

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September 2023

OWNER: City of Corner Brook **DATE:** 2023-12-12

PROJECT NAME: Owner's Advisor - Corner Brook Regional Recreational Facility

PROJECT #: 17-CCR-21-00005 **CONSULTANT:** AtkinsRealis

CHANGE ORDER NUMBER: 009

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Consultant shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Consultant shall return a signed copies of this document along with a revised Schedule II and III as per Item 7 below to the Regional Engineer for review and approval. Should it be decided to proceed with the work, an approved copy will be returned to the Consultant with Regional Engineer's Signature. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

AtkinsRealis is requesting a change order to cover project related costs anticipated to the end of the project that would extended beyond the durations of the Prime Consultant Agreement. The PCA attached for reference was officially executed upon Contract Award on October 6, 2020. The project Schedule is included on Page 18 of 36. The context of the change order is provided below, but this would only related to executing tasks that would extend beyond the theoretical contract completion date. Acknowledging that delays throughout the project derive from multiple sources we are not considering any delay to project duration from the RFQ and RFP phases of the project. Information included in back-up documentation.

.4 EFFECT OF CHANGE ON CONTRACT

This change order WILL or (WILL NOT) (circle one) affect the approved completion date.

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

WORKING DAYS: _____ REVISED COMPLETION DATE: _____

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

☐ No Change

☒ Addition to Contract including HST payable by the Owner \$ 61,574.98

Transportation and Infrastructure

Include Appendix "A" and "B" Below

Division of Municipal Infrastructure
Form 5A - PCA Amendment – Change Order Notice

Page 2 of 3

September 2023

☐ Deduction from Contract including HST payable by the Owner \$ _____

Consultant: _____ (Signature)

Authorized Contract Amount (A)	\$	524,524.78
Change Order Limit (greater of 10% of A or \$15,000)	\$	52,452.48
Previous Change Orders (B)	\$	67,335.83
This Change Order (C)	\$	61,574.98
New Approved Contract Amount (A+B+C)	\$	653,435.59

Enter Motion # approving CO (required) _____

OR, Delegation of Authority (attached) _____

.5 AUTHORIZATION TO PROCEED

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

DATE: _____ Municipality/Owner: _____

DATE: _____ Regional Engineer: _____

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

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____ Municipality/Owner: _____

.7 ENCLOSED DOCUMENTS

To expedite the process please submit the following documents to the Regional Engineer for review and approval:

- ☐ A copy of this document signed by the Owner and Consultant.
- ☐ An up to date Schedule II and III of current approved Prime Consultant Agreement (PCA) including all previous approved change orders.

Transportation and Infrastructure

Include Appendix "A" and "B" Below

**Division of Municipal Infrastructure
Form 5A - PCA Amendment – Change Order Notice**

Page 3 of 3

September 2023

Either:

- ☐ "Appendix A" – Water, Sewer, and Municipal Roads, or
- ☐ "Appendix B" – Building & Treatment Facilities

Outlining requested changes to specific line items identified in Schedule II and III, and a revised PCA Schedule II and III based on requested changes. (This information is necessary for Project Representatives to update MSIS.)

- ☐ Any additional supporting documentation as necessary.

Note: Upon Regional Engineer approval, the document will be forwarded to Project Representative for processing in MSIS at which time a copy of the documents containing the Regional Engineer's signature will be returned to the Consultant for distribution to all applicable parties.

Transportation and Infrastructure

Include Appendix "A" and "B" Below

Appendix A
 SCHEDULE II – Municipal Water, Sewer, & Roads
 Basic and Other Additional Services Fees

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+/-)	Revised PCA Amount as per Service Item
• Basic Service			
- Preliminary Engineering			
- Design Development			
- Contract Documents			
- Tendering and Contracts Award			
- Contract Administration			
- Project Completion Phase and Project Record Drawings			
• Other Additional Services:			
- Resident Services during construction			
- Commissioning			
-			
-			
- Prime Consultant Project Expenses for Above Services			
Sub-Total Services Fees			
• Reimbursable Expenses			
- Meals*			
- Travel*			
- Accommodation*			
- Permits			
Sub-Total Reimbursable Expenses			
Total Additional Reimbursable Allowances (From Schedule III)			
Total Service Fee (Less HST) (Total Schedules II + III)			
HST			
Total Service Fee (Including HST)			

* per Treasury Board Rates at time of signing contract

Appendix A
 SCHEDULE III – Municipal Water, Sewer, & Roads
 Additional Reimbursable Allowances

List below allowances for specific project expenses not included in Schedule II

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+/-)	Revised PCA Amount as per Service Item
• Site Surveys			
• Geotechnical Investigations			
• Materials Testing			
- Asphalt Extractions			
- Concrete Testing			
- Compaction Testing			
-			
-			
• Water Main Leakage Detection			
• Sewer Main Infiltration Detection			
•			
•			
Total Additional Reimbursable Allowances			

Appendix B
 SCHEDULE II – Building & Treatment Facilities
 Basic and Other Additional Services Fees

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+/-)	Revised PCA Amount as per Service Item
• Basic Service			
- Programming Advisory Services			
- Concept Design			
- Design Development			
- Contract Documents			
- Tendering and Contracts Award			
- Contract Administration			
- Project Completion Phase and Project Record Drawings			
• Other Additional Services:			
- Resident Services during Construction			
- Commissioning			
-			
-			
- Prime Consultant Project Expenses for Above Services			
Sub-Total Services Fees			
• Reimbursable Expenses			
- Meals*			
- Travel*			
- Accommodation*			
- Permits			
Sub-Total Reimbursable Expenses			
Total Additional Reimbursable Allowances (From Schedule III)			
Total Service Fee (Less HST) (Total Schedules II + III)			
HST			
Total Service Fee (Including HST)			

* per Treasury Board Rates at time of signing contract

Appendix B
SCHEDULE II – Building & Treatment Facilities
Basic and Other Additional Services Fees

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+/-)	Revised PCA Amount as per Service Item
• Programming Advisory Services	\$10,957.50		
• Preliminary Design			
- Preparation of Request for Qualification (RFQ)	\$11,680.00		
- Proposal/Tendering, Analysis and Recommendation of RFQ	\$5,380.00		
- Preparation of Request for Proposal (RFP)	\$81,917.50		
- Proposal/Tendering, Analysis and Contract Award of RFP	\$17,540.00		
• Review of Design Development Submission / Shop Drawings	\$88,480.10		
• Contract Administration	\$118,720.00	\$51,122.57	\$169,842.57
• Project Completion Phase	\$17,720.00	\$1,084.46	\$18,804.46
• Other Additional Services:			
- Resident Services during Construction	\$39,000.00		
- Site Visit for Substantial/Total Completion	\$4,130.00	\$252.76	\$4,382.76
- Site Visit for Commissioning	\$2,850.00	\$174.42	\$3,024.42
- Site Visit for 10 Month Warranty Inspection	\$3,525.00	\$215.73	\$3,740.73
- OA LEED (Total Cost)	\$23,997.50	\$693.52	\$24,691.02
- Existing Pool Wall Demo Review	\$21,750.00		
A. SUB-TOTAL SERVICE FEES	\$447,647.60	+ \$53,543.46	\$501,191.06
B. SUB-TOTAL REIMBURSEABLE EXPENSES	\$33,976.00		
C. TOTAL ADDITIONAL REIMBURSEABLE ALLOWANCES (From Schedule III)	\$33,037.80		
D. TOTAL SERVICE FEE (Less HST) (A+B+C)	\$514,661.40	+ \$53,543.46	\$568,204.86
E. TOTAL HST (15% D)	\$77,199.21	+ \$8,031.52	\$85,230.73
F. TOTAL SERVICE FEE (including HST) (D+E)	\$591,860.61	+ \$61,574.98	\$653,435.59

Appendix B
 SCHEDULE III – Building & Treatment Facilities
 Additional Reimbursable Allowances

List below Allowances for specific project expenses not included in Schedule II

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+/-)	Revised PCA Amount as per Service Item
• Site Surveys			
• Geotechnical Investigations			
• Materials Testing			
-			
-			
-			
• Process Piloting			
Total Additional Reimbursable Allowances			

Appendix B
SCHEDULE III – Building & Treatment Facilities
Additional Reimbursable Allowances

List below Allowances for specific project expenses not included in Schedule II

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+/-)	Revised PCA Amount as per Service Item
• Site Surveys			
• Geotechnical Investigations	\$13,037.80		
• Energy (Optimization) Model			
• Water Main Leakage Detection			
• Sewer Main Infiltration Detection			
• Third Party Costing	10,000.00		
• Legal Review	10,000.00		
Total Additional Reimbursable Allowances	\$33,037.80		

Owner: City of Corner Brook Change Order No. 009
 Project: Owner's Advisor - Corner Brook Regional Recreation SNC Project No. 677762
 Document #: 677762-0001-SLI-M-40-ECH-000-0009_C01 Date: September 19, 2023

DESCRIPTION OF CHANGE (P. 1 of 2):

1. SNC-Lavalin is requesting a change order to cover project related costs anticipated to the end of the project that would extend beyond the durations of the Prime Consultant Agreement. The PCA attached for reference was officially executed upon Contract Award on October 6, 2020. The project Schedule is included on Page 18 of 36. The context of the change order is provided below, but this would only relate to executing tasks that would extend beyond the theoretical contract completion date. Acknowledging that delays throughout the project derive from multiple sources we are not considering any delay to project duration from the RFQ and RFP phases of the project.

2. As per the PCA, the RFP Close, Evaluation and Award was scheduled for completion on **January 22, 2021**. This phase did not wrap up until **July 8, 2021**. An extension to project schedule of 5.5 months however SNC-Lavalin is not seeking any schedule extension claim related to this and this can be ignored. For the purposes of this Engineering Change Order we will assume the Design Development Phase would have a Baseline Start Date of **July 12, 2021** with a Construction Contract Award by **July 17, 2021**.

3. Due to unforeseen circumstances related to the leasing agreement between the City and Memorial University of Newfoundland, Construction Contract Award was delayed until December 17, 2021 (a period of five (5) months).

4. The construction schedule submitted by Pomerleau upon award of Contract identified a construction period from **March 1, 2022 to September 22, 2022** (approximately 19 months). This would correspond to the Contract Administration effort as per the PCA which was scheduled for a period from **June 7, 2021 to December 2, 2022** (approximately 18 months). This is a net increase of one (1) additional month.

5. Due to construction delays related to unknown site conditions, the construction end date has been extended to **February 6, 2024** (an additional 4.5 months)

6. In all, project end date is extended by approximately 14 months (December 2, 2022 to February 6, 2024)

7. Additional time for project to be maintained our system (to the end of Contract Administration/Construction) = 14 months - 5.5 months = 8.5 months. Note - if Items 3, 4 and 5 are looked in isolation it would appear that 10.5 months of duration has been added but Design Development happened more concurrent with construction than planned


8. Additional contract administration effort = 24 months - 18 months = 6 months

9. The rate structure presented in SNC-Lavalin's Proposal would have been valid for a period up until project closeout concluding on December 21, 2022. Extending those rates to cover the RFQ/RFP period (5.5 months) would extend internal project close to approximately May 17, 2023. After that date the project as bid from SNC-Lavalin is technically delayed and our rate structure would be expired and subject to CPI increase. Rate increases nominally occur in March of the calendar year.

ORIGINAL CONTRACT PRICE:		\$	456,108.50
CONTRACT AMOUNT AWARDED:		\$	456,108.50
Change Order Nos.	<u>001 to 009</u>	Debit:	\$ 113,045.95
		Credit:	\$ -
THIS CHANGE ORDER:		Debit:	\$ 53,543.46
		Credit:	
REVISED CONTRACT PRICE:		\$	569,154.45
REVISED CONTRACT AMOUNT AWARDED:		\$	569,154.45

SNC-Lavalin Inc.

APPROVED BY OWNER:

Per: 

Per: _____

Date: 2023-11-29

Date: _____

** all amounts are exclusive of HST

E-024, Rev.0

Owner: City of Corner Brook **Change Order No.** 009
Project: Owner's Advisor - Corner Brook Regional Recreational Facility **SNC Project No.** 677762
Document #: 677762-0001-SLI-M-40-ECH-000-0009_C01 **Date:** Sept. 19, 2023

DESCRIPTION OF CHANGE (P. 2 of 2):

Role	Rates Per Bid in 2020	Proposed Adj. Rate		2020 % Increase	2021 % Increase	2022 % Increase	2023 % Increase	Collective
Project Manager	\$ 150.00	\$ 159.18						
Administration	\$ 60.00	\$ 63.67	DELTA	N/A	0.2%	4.7%	2.3%	7.28%
Cost Control	\$ 75.00	\$ 79.59	SNC	N/A	2.0%	2.0%	2.0%	6.12%
Sr. Engineer	\$ 115.00	\$ 122.04	BOC	0.9%	2.2%	6.7%	4.3%	13.69%
Jr. Engineer	\$ 95.00	\$ 100.81						
Design Tech.	\$ 95.00	\$ 100.81						
Inspector	\$ 65.00	\$ 68.98						
CITY				Cumulative SNC % Increase =				6.12%

Extra Items

1. Additional Time for Project to be Maintained

PM =	4 hr/month	x	8.5 Months	@	\$ 159.18	=	\$ 5,412.12
Cost Control =	4 hrs/month	x	8.5 Months	@	\$ 79.59	=	\$ 2,706.06
Sub-Total Item #1 =					\$	8,118.18	

2. Additional Contract Administration Effort for six (6) additional months

Bid =	\$118,720.00	over	18 months	=	\$6,595.56	/ month
Increased total adjusted for CPI =				\$6,999.21	/ month	

a) Additional Extra Effort of 6 months CA @ Average / month with CPI increase

=	6 months	@	\$6,999.21	/ month	=	\$41,995.26
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b) Additional Cost of Contract Administration from May 17, 2023 until August 31, 2023

=	2.5 months	@	\$403.65	/ month	=	\$1,009.13
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Sub-Total Item #2 = \$43,004.39

3. Additional Costs of Project Completion Phase, Site Visit for Substantial Completion, Commissioning and 10-month Warranty Inspection

Bid =	\$28,225.00	Increased total adjusted for CPI =	\$29,952.37
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Sub-Total Item #3 = \$1,727.37

4. Additional Costs for OA LEED

Bid =	\$23,997.50	over	18 months	=	\$1,333.19	/ month
Increased total adjusted for CPI =				\$1,414.78	/ month	

a) Additional Extra Effort of 6 months OA LEED @ Average / month with CPI increase

=	6 months	@	\$0.00	/ month	=	\$0.00	(effort assumed remains the same)
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b) Additional Cost of Contract Administration from May 17, 2023 until February 28, 2024

=	8.5 months	@	\$81.59	/ month	=	\$693.52
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Sub-Total Item #4 = \$693.52

TOTAL CHANGE ORDER VALUE = \$ 53,543.46

** all amounts are exclusive of HST

E-024, Rev.0



Information Report (IR)

Subject: Council Travel Report - July - December 2023

To: Rodney Cumby
Meeting: Regular Meeting - 08 Jan 2024
Department: Finance and Administration
Staff Contact: Sievendra Maistry, Director of Finance and Administration
Topic Overview: To present the council travel report for July - December 2023
Attachments: [Council Travel July - Dec 2023](#)

BACKGROUND INFORMATION:

The City of Corner Brook Council Remuneration and Reimbursement Regulations states that "A summary of Council travel expenses by Councilor will be provided to Council semi-annually and reported on at a public meeting". In accordance with this regulation the council travel report is presented below.

Director of Finance and Administration	Approved - 04 Jan 2024
Administrative Assistant	Approved - 04 Jan 2024

 City Manager

TRAVEL EXPENSE COUNCIL - July 1 - December 31, 2023

Name	Month	Purpose/Destination	Amount	Total
<u>Jim Parsons</u>	Oct 2023	MNL Trade Show - St. John's		<u>\$ 2,721.70</u>
			Total Travel Jim Parsons	<u>\$ 2,721.70</u>
<u>Linda Chaisson</u>	Oct 2023	MNL Trade Show - St. John's		<u>\$ 2,363.22</u>
			Total Travel Linda Chaisson	<u>\$ 2,363.22</u>
<u>Pamela Gill</u>	Oct 2023	MNL Trade Show - St. John's		<u>\$1,962.19</u>
			Total Travel Pamela Gill	<u>\$1,962.19</u>
<u>Bill Griffin</u>	Oct 2023	MNL Trade Show - St. John's		<u>\$ 2,240.20</u>
			Total Travel Bill Griffin	<u>\$ 2,240.20</u>
<u>Vaughn Granter</u>			Total Travel Vaughn Granter	<u>\$ -</u>
<u>Pam Keeping</u>	Oct 2023	MNL Trade Show - St. John's		<u>\$ 3,465.53</u>
			Total Travel Pam Keeping	<u>\$ 3,465.53</u>
<u>Charles Pender</u>			Total Travel Charles Pender	<u>\$ -</u>
GRAND TOTAL				<u>\$ 12,752.84</u>

TRAVEL EXPENSE COUNCIL - July 1 - December 31, 2023

Name	Month	Purpose/Destination	Amount	Total
		Total travel previous year July - December 2022	\$4,883.80	
		Total travel previous year July - December 2023	\$12,752.84	
		Difference in semi-annual travel totals	-\$7,869.04	



Request for Decision (RFD)

Subject: Request to Extend Lease Agreement for Prince Edward Park

To: Sievendra Maistry
Meeting: Regular Meeting - 08 Jan 2024
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To execute a Lease amendment with the Kinsmen Club of Corner Brook for land located on the Northshore Highway, known as Prince Edward Park
Attachments: [NSH - Kinsmen Lease Amendment 2024](#)
[Kinsmen Club Agreement 2018-2028](#)

BACKGROUND INFORMATION:

Land Management was approached by the Kinsmen Club of Corner Brook with a request to extend their current lease with the City for land known as the Prince Edward Park located on the North Shore Highway. Currently the lease had a term of 10 years starting May 1st, 2018 and expiring April 30th, 2028. The request is to extend the term of their lease for a further 10 years, to April 30th 2038. With the extension, their plan is to make some improvements to develop Prince Edward Park into a preferred camping destination for Corner Brook and the surrounding area.

If approved, the only change will be to clause 2, relating to the term of the lease. All other clauses of lease will remain in effect.

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the lease amendment between the City of Corner Brook and the Kinsmen Club of Corner Brook for City land located on the North Shore Highway.

GOVERNANCE IMPLICATIONS:

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

Legal Review: Yes

RECOMMENDATION:

Staff recommends Council approve the lease amendment for the Kinsmen Club of Corner Brook..

ALTERNATIVE IMPLICATIONS:

1. Approve the lease amendment
 - a. Advantage: Land will be maintained and additional services provided.
 - b. Disadvantage: None.
2. Reject the lease amendment
 - a. Advantage: None.
 - b. Disadvantage: The loss of potential development

Director of Finance and Administration	Approved - 05 Jan 2024
City Clerk	Approved - 05 Jan 2024

City Manager

THIS AGREEMENT made in duplicate the _____ day of _____, 2024

BETWEEN: **CITY OF CORNER BROOK**, a body corporate duly continued pursuant to the *City of Corner Brook Act*, RSNL 1990, c. C-15, as amended (hereinafter referred to as the "Landlord")

AND: **THE KINSMEN CLUB OF CORNER BROOK**, a body corporate, duly registered with the Registry of Companies in the Province of Newfoundland and Labrador (hereinafter called the "Tenant")

WHEREAS the parties entered into a lease agreement on or about the 15th day of June, 2018 for property known as the Prince Edward Park located on the North Shore Highway in the City of Corner Brook, Province of Newfoundland & Labrador (hereinafter referred to as the "Agreement");

AND WHEREAS the Landlord and Tenant desire to amend certain terms of the Agreement;

NOW THEREFORE in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, with said consideration binding the Parties, the Parties agree as follows:

The Agreement between the Landlord and the Tenant shall be revised as follows:

1. Clause 2 of the Agreement shall be removed replaced with the following:

"The term of lease shall be a period of Twenty (20) years commencing on May 1st, 2018 and terminating on April 30th 2038 subject to the rights of termination as set out in clauses 7, 8, and 9 of this Agreement."

All other terms, covenants, provisos and stipulations in the aforementioned Agreement and Amended Agreement are hereby confirmed in full force and effect.

[Signature page follows]

SIGNED, SEALED & DELIVERED on behalf of the Landlord this ____ day of _____, 2024.

CITY OF CORNER BROOK

Witness

Mayor or Deputy Mayor

Witness

City Manager or City Clerk

SIGNED, SEALED & DELIVERED on behalf of the Tenant this ____ day of _____, 2024.

THE KINSMEN CLUB OF CORNER BROOK

Witness

Director:

Witness

Director:

This Agreement made in duplicate at the City of Corner Brook, in the Province of Newfoundland and Labrador this 15th day of June, 2018.

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

AND: **THE KINSMEN CLUB OF CORNER BROOK**, a body corporate duly registered with the Registry of Companies in the Province of Newfoundland and Labrador (hereinafter referred to as "the Tenant")

WHEREAS The Landlord is the owner of property known as the Prince Edward Park located on the North Shore Highway in the City of Corner Brook, Province of Newfoundland and Labrador and described in "Schedule A" annexed hereto (hereinafter referred to as "the Property");

AND WHEREAS the Tenant desires to lease the Property on the terms and conditions hereinafter set out;

NOW THEREFORE IN CONSIDERATION of the covenants, agreements, and other valuable consideration now paid, observed and performed by each party to the other, the parties hereby agree as follows:

Demised Property:

1. The Landlord doth lease unto the Tenant and the Tenant doth lease and take from the Landlord, for the purpose of operating a recreational vehicle and day-use park, upon the terms and conditions set out in this Agreement, the Property described in "Schedule A" annexed hereto.

Term:

2. The term of lease shall be a period of ten (10) years commencing on May 1st, 2018 and terminating on April 30th 2028 subject to the rights of termination as set out in clauses 7, 8, and 9 of this Agreement.

Payments:

3. The Tenant shall pay the Landlord rent consisting of a fixed annual portion of One dollar (\$1.00) payable on the first (1st) day of May in each year of term.

4. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.
5. The Tenant agrees to provide to the Landlord an annual report along with its financial records, kept in accordance with generally accepted accounting principles and detailing all revenue and expenditures and all fee structures pertaining to its use of the Premises, on or before the thirty first (31st) day of December each year during the term of lease and during any over holding of the lease.

Joint Inspection:

5. The Landlord and the Tenant shall each appoint one representative who shall meet and jointly conduct a review of the Property and contents at the following times:
 - a. on commencement of lease;
 - b. on termination of lease;

and complete a report on same noting any damages thereto. If any damages are noted, the Landlord and Tenant shall meet within thirty (30) days of the report to attempt to reach agreement on any indemnification owing for such damages.

Overholding:

6. In the event that the Landlord permits the Tenant to remain in occupation of the Property without objection by the Landlord and after the expiration of the term and any extension or extensions thereof, the Tenant shall be deemed to be a tenant from month to month at a monthly rental of One dollar (\$1.00) payable on the first (1st) day of each month, and otherwise upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy. For further clarification, at any time after expiry of the term of this lease, without showing any cause, the Landlord may terminate the Tenants' lease and occupation of the Property by serving the Tenant with a Notice to Quit in the form set out in "Schedule B" annexed hereto providing thirty (30) days notice.

Termination and Default:

7. Notwithstanding the term of lease set out in clause 2 of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at least six (6) months prior to the date on which the Property will be vacated.

8. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Tenant has not paid rent or is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate re-entry in the Property and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule B annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Property, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the Property shall be forfeited and become the property of the Landlord as liquidated damages without compensation therefor to the Tenant.
9. In case of damage to the Property by natural causes, fire, lightning or tempest, restricting the continued use of the Property, and the Landlord, instead of rebuilding or making the Property fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 2 herein, determine this lease on giving to the Tenant within thirty (30) days after the damage notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Property to the Landlord. The Landlord agrees to give the Tenant an opportunity to put forward its position on whether or not the Landlord shall rebuild or make the Property fit for the purpose of the Tenant prior to making its decision, provided that the final decision shall be in the sole and absolute discretion of the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.
10. Upon termination of the Tenant's occupation of the Property in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant.
11. Upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this Agreement within five (5) days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Property and fulfill such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents the Landlord from electing to terminate this tenancy for default as set out in clause 8 of this Agreement.
12. On the Landlord's becoming entitled to re-enter the Property under any of the provisions of this lease, the Landlord, in addition to all other rights, may do so as the agent of the Tenant, using force if necessary, without being liable for prosecution therefor, and may relet the Property as agent of the Tenant, and receive the rent therefore, and as agent of the

Tenant may take possession of all property on the Property and sell it at public or private sale without notice and apply the proceeds of sale and rent derived from reletting the Property upon account of the Rent under this lease, and the Tenant is liable to the Landlord for any deficiency.

13. On the Landlord's becoming entitled to re-enter the Property under any of the provisions of this lease, the Landlord, in addition to all other rights, has the right to determine this lease forthwith by leaving upon the Property notice in writing of its intention, and thereupon Rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full, and the Tenant shall immediately deliver up possession of the Property to the Landlord, and the Landlord may re-enter and repossess the Property.

Quiet Enjoyment:

14. Subject to the rights of re-entry in clauses 11 and 15(t) of this agreement and subject to any necessary re-entry due to an emergency pertaining to the Property (including but not limited to fire emergencies), the Landlord covenants with the Tenant for quiet enjoyment.

Tenant's Covenants:

15. The Tenant covenants with the Landlord:
 - a. To pay rent;
 - b. To pay all public and private utility providers any amounts owing by the Tenant including but not limited to electricity, telephone, fax lines, and internet access incurred during the Term of this lease;
 - c. To be responsible for all maintenance and operating costs of the Property;
 - d. For greater clarity, the Tenant is responsible for all maintenance, operating, capital and repair costs of any fixture or equipment necessary for the operation of the facility as recreational vehicle or day-use park;
 - e. To regularly and thoroughly clean and maintain the Property;
 - f. To advise the Landlord forthwith in writing of any extraordinary maintenance required, providing full details thereof including the nature and magnitude of the problem, the recommended remedy to deal with it, and the anticipated cost thereof;
 - g. To vacate the Property on request of the Landlord in accordance with clauses 7, 8, and 9 of this Agreement;

- h. To not make any changes to the Property, except in accordance with plans submitted to and approved by the Landlord;
- i. To keep the Property in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in or on the Property;
- j. To use the Property only for the purposes of operating a recreational vehicle or day-use park;
- k. Not to transfer, assign or sublet their rights under this Agreement without first obtaining written permission of the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting;
- l. Except as otherwise agreed herein, not to erect any structure on the Property without first obtaining the written consent of the Landlord;
- m. Except as otherwise agreed herein, to only erect signage or advertisements on the Property that are required for the operation of the Property (speed limits, park rules, site numbers, activities, park information, etc.), recognition of the Tenant as the operators of the Property, and/or acknowledgement of business partners who have contributed to the Property.
- n. To ensure that nothing is done or kept at or on the Property which is or may be a nuisance or which causes damage to or interference with normal usage of the Property or any adjoining property;
- o. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Property and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- p. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within the timeframe set out in the Notice to Quit, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Property in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;
- q. To provide the Landlord with access to the Property in accordance with clauses 11 and 15 (t) of this agreement;

- r. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as if the Tenant were an Agent of the Crown;
- s. To repair and keep repaired the Property in substantially the same condition as of the commencement of lease on May 1st, 2018, reasonable wear and tear through normal use and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Property in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted;
- t. To permit the Landlord or its agents to enter upon the Property at any time for the purpose of making repairs, alterations or improvements to the Property, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. The Landlord will provide the Tenant with as much reasonable notice as possible prior to the entry upon the Property. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Property, including but not limited to keys and access codes;
- u. The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Property at any time during the Term is exempt from levy by distress;
- v. To remove any signage forthwith upon receipt of notice from the Landlord to remove same;
- w. Not to refer to the Property by any name other than that designated from time to time by the Landlord;
- x. Not to permit any of the moveable equipment, property or assets being leased to it as part of the Property to be rented or sub-leased to any other party whereby they would be removed from the Property without the written consent of the Landlord; and
- y. To continuously operate the Property at such times and during such periods as are comparable to other facilities in the Provinces of Atlantic Canada similar in structure and quality as the Property; and
- z. That the Property shall be open to the general public, and the general public is to be charged reasonable rates for the use of the facilities; and

- aa. To obtain approval from the Landlord before proceeding with any development of the Property; and
- bb. Allow the Landlord the right to use the Property for economic, cultural or recreational purposes without charge provided the Tenant has been provided at least thirty (30) days advance notice. It is understood that any usage by the Landlord must be consistent with the Property being operated as a family friendly park.

Landlord's Covenants:

16. The Landlord covenants with the Tenant:

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this agreement;
- b. To maintain and pay for real property insurance in respect of the Property and the equipment owned by the Landlord;
- c. To pay all municipal taxes and rates levied against the Property and the Tenant, provided that the Tenant is and remains a corporation without share capital under the *Corporations Act RSNL 1990 Ch. C-36* and is and remains in good standing as such with the Registry of Companies for the Province of Newfoundland and Labrador.

As Is:

17. The Tenant accepts the Property in the condition existing at the date of signing this Agreement and the Tenant shall be responsible for the cost of any alteration or improvements required in order to use the Property as a recreational vehicle or day-use park.

Liability and Indemnity:

18. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Property however caused.
19. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into,

issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by the Tenant.

20. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation and the *Occupational Health and Safety Act RSNL 1990 Ch. O-3*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Property or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.
21. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Property, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
22. The Tenant agrees to indemnify the Landlord for any damage to the Property or the Landlord's furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said Property by reason of the use thereof by the Tenant.
23. The Tenant shall, within ten (10) days of commencing occupation of the Property and thereafter at all times during the term of lease and any over holding of lease, whether occupying the Property, at its own expense maintain in force comprehensive public liability insurance pertaining to the Property and the Tenants' use and occupation of the Property and insurance coverage with respect to the contents of the demised Property. The Tenant shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for :
 - a. Insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request;

- b. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars per occurrence; and
- c. Property insurance sufficient to cover the contents of the Property.

Every policy or policies of insurance maintained by the Tenant shall name the Landlord as an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the Landlord prior to the Tenant occupying the Property and confirmation of continued coverage provided annually on the anniversary of signing this agreement and at such other times as required by the Landlord within five (5) days of request of the Landlord.

24. The Landlord shall indemnify the Tenant against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of the Landlord or any agent, contractor, servant, employee or licensee of the Landlord, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.

Notices:

25. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

- (i) In the case of notice to the Landlord to:
City Manager
City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1
- (ii) In the case of notice to the Tenant to:
To be provided

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

Frustration:

26. It is agreed that whenever a party is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or of any government

department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, including but not limited to the Property becoming unfit to be utilized for the purposes for which it is being leased, the party is relieved from the fulfillment of the obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Arbitration:

27. Any dispute between the parties hereto, arising out of the provisions of this Lease shall be referred to binding arbitration in accordance with the provisions of the Arbitration Act for the Province of Newfoundland and Labrador and in particular to one arbitrator, agreed upon by each party hereto or otherwise appointed by the Court pursuant to the said Act, and the decision of the arbitrator shall be binding upon both parties.

General:

28. Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the Landlord's rights hereunder in respect of subsequent and/or continued defaults, breaches or non-observances and does not defeat or affect in any way the rights of the Landlord herein in respect of any subsequent or continued defaults or breaches. No waiver shall be inferred from or implied by anything done or omitted by the Landlord. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.
29. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.
30. This lease and everything herein contained shall extend to and bind and may be taken advantage of by the successors and assigns, of each of the parties hereto.
31. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.
32. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged. This provision includes but is not limited to clauses 4, 15(p), 15(s), 20, 21 and 22 which shall continue to apply, notwithstanding cessation of the tenancy created by this Agreement.

33. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Property and which may be modified only by further written agreement under seal.
34. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
35. All Payments and financial disclosure required under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer at:
- Director of Finance & Administration
City Hall
P.O. Box 1080
Corner Brook, NL
A2H 6E1
36. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
37. Words importing the singular number shall include the plural and vice versa.
38. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of Newfoundland and Labrador, and the laws of Canada, as applicable. In the event any matter under this contract requires court action, the parties agree to attorn to the jurisdiction of the Supreme Court in the City of Corner Brook Province of Newfoundland and Labrador.
39. For purposes of this Lease, if a party is "responsible" or "bears responsibility" for an action or item, then that party agrees that it shall pay the costs of the action or item and that it shall arrange for the action or item to be undertaken.

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

SIGNED SEALED AND DELIVERED

on this 15 date of June, 2018 by The Tenant in the presence of:

[Redacted Signature]

Witness

[Redacted Signature]

Director

[Redacted Signature]

Witness

[Redacted Signature]

Director

SIGNED SEALED AND DELIVERED

on this 28 date of June, 2018 by
The Landlord in the presence of:

[Redacted Signature]

Witness

[Redacted Signature]

Mayor

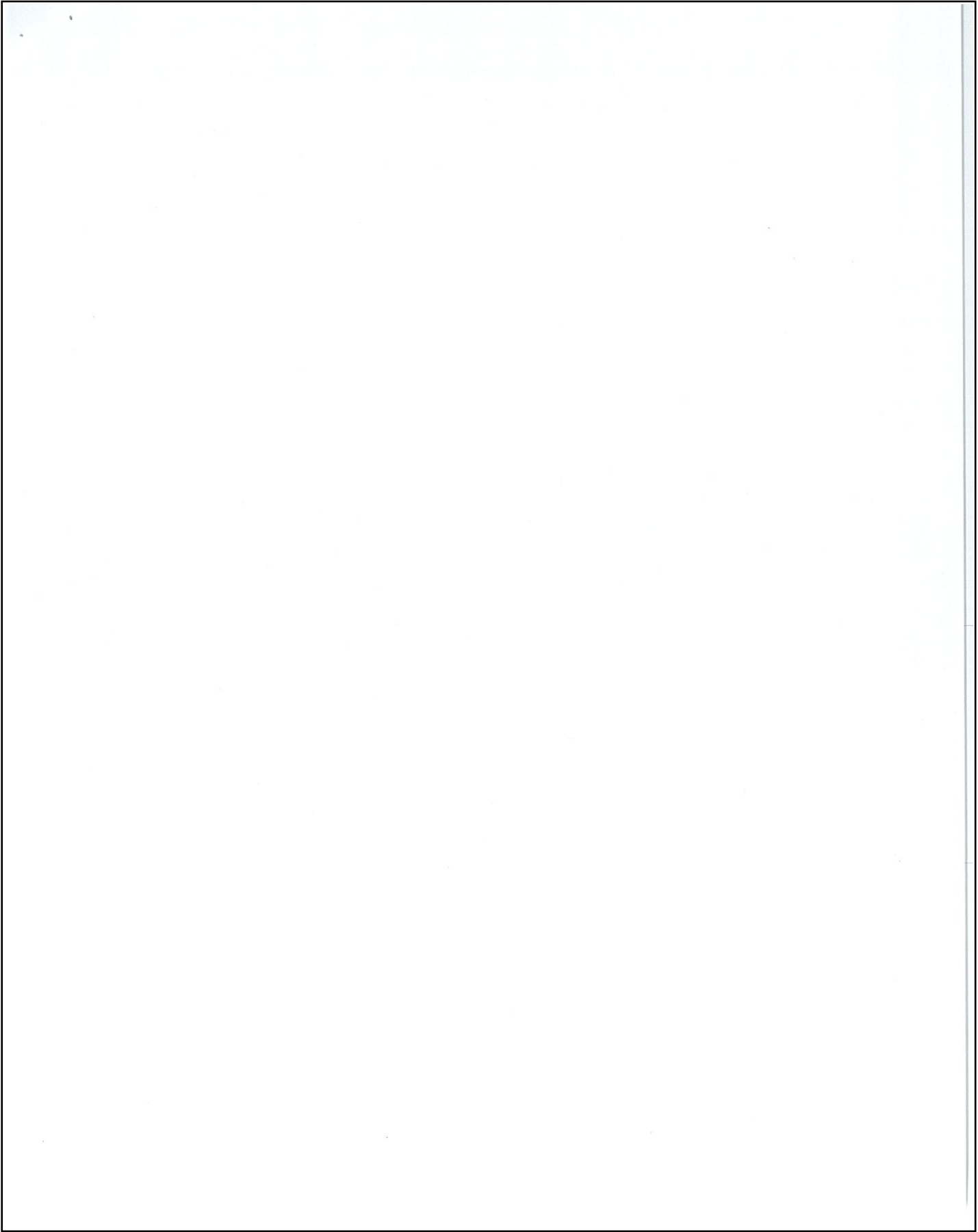
[Redacted Signature]

Witness

[Redacted Signature]

City Manager (A)





Schedule "B"

NOTICE TO QUIT

Corner Brook City Council (CBCC) hereby gives notice to *Kinsmen Club of Corner Brook (Kinsmen)* to quit occupation of the Property known as Prince Edward Park, North Shore Highway, in the City of Corner Brook, Province of Newfoundland and Labrador on or before the ____ day of _____, 20____ in accordance with clause(s) ____ of the Agreement between CBCC and Kinsmen dated _____.

Dated this ____ day of _____, 20____.

Signed on behalf of CBCC by:

City Manager, City of Corner Brook



Information Report (IR)

Subject: Rescind Order 2023-06

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Jan 2024
Department: Development and Planning
Staff Contact: Andrew Payne,
Topic Overview: Rescind Order 2023-06
Attachments: [4 Pinegrove ave - Stop Work Order signed marked Redacted](#)

BACKGROUND INFORMATION:

Since the previous meeting of Council the following Orders have been rescinded by the Department of Development & Planning and therefore must be confirmed by Council pursuant to the Urban and Rural Planning Act:

Order #	Date of Issue	Civic Address	Violation/Section	Order Revoked	Rationale
2023-06	November 27, 2023	4 Pinegrove Avenue	Section 102 of the Urban and Rural Planning Act	Order	Developer has Complied with the Order.

Section 102(3) of the Urban and Rural Planning Act 2000, requires that all orders issued by the Authority be revoked by a majority of Council at the next meeting of the Council after the order is made.

PROPOSED RESOLUTION:

In accordance with Section 102(3) of the Urban and Rural Planning Act the following order is hereby rescinded by Council, Order # 2023-06.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 Urban and Rural Planning Act
 102(3)

RECOMMENDATION:

It is recommended by staff that Council rescind Order# 2023-06 for 4 Pinegrove Avenue, Corner Brook, NL under the condition that the future development of the apartment building meets the side yard requirement for Residential Medium Density Zone.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook rescind Order #2023-06 pursuant to Section 102(3) of the Urban and Rural Planning Act.
2. That the Council of the City of Corner Brook not rescind Order #2023-06 pursuant to Section 102(3) of the Urban and Rural Planning Act.
3. That the Council of the City of Corner Brook give other direction to Staff.

	Approved - 03 Jan 2024
Director of Community, Engineering, Development & Planning	Approved - 04 Jan 2024
Administrative Assistant	Approved - 04 Jan 2024

City Manager



STOP WORK ORDER

2023-06

To: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

WHEREAS you are identified as the owner of the property located at 4 Pinegrove Avenue, Corner Brook;

AND WHEREAS the City of Corner Brook has concluded that you are altering/repairing the building;

AND WHEREAS no permit has been issued for the alteration/repairing of this building as required by Section 8 of the City of Corner Brook Development Regulations;

YOU ARE HEREBY ORDERED under Section 102 of the Urban and Rural Planning Act to stop all construction immediately, secure the site and obtain a building permit for this work. In this regard, prior to permitting this repair and alteration, you are required to submit to the City of Corner Brook, a development application for approval of an apartment building at this address. Also repair the damaged sanitary sewer manhole back to its original state and expose the existing pipe below. Should these items meet all requirements of the National Building Code of Canada (latest edition), City of Corner Brook Development Regulations and all other pertinent regulations, a building permit may be issued.

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

You have the right to appeal this Order within fourteen (14) days of its receipt by submitting the appeal fee of \$230.00 (\$200+HST) and supporting documentation to:

*Appeal Officer
c/o Department of Municipal and Provincial Affairs
4th Floor (West Block)
Confederation Building
P.O. Box 8700
St. John's, NL A1B 4J6*

Dated at the City of Corner Brook, this 27th day of November, 2023 A.D.

[REDACTED]
[REDACTED]
City Clerk
City of Corner Brook
[REDACTED]



Request for Decision (RFD)

Subject: Discretionary Use - 4 Pinegrove Avenue - 3 Unit Apt. Building

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Jan 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Discretionary Use
Attachments: [Memo - Discretionary Use - 4 Pinegrove Avenue](#)
[Application - 4 Pinegrove Avenue.JPG](#)
[Figure 1 - 4 Pinegrove Avenue.](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to convert the existing building located at 4 Pinegrove Avenue to a three (3) unit apartment building. This building currently has one (1) approved dwelling unit, however, it is requested to add two (2) additional dwelling units which would result in the building being classified as a three (3) unit apartment building. A notice was published in the local newspaper and as a result the City did receive email correspondence requesting further information, however, no formal objections were received. After review of the application, the existing building does not appear to meet the minimum sideyard width requirement for a three (3) unit apartment building on one side. As a result, prior to granting approval for a three (3) unit apartment building, the City of Corner Brook will require an up to date Surveyor's Real Property Report or Location Certificate verifying that the building will meet the minimum four (4) metre sideyard. Should the building not meet the requirement, a portion of the building will have to be removed or a parcel of land purchased from the neighbor and consolidated with the subject property to ensure all development standards are met under the City of Corner Brook Development Regulations.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to convert the existing building located at 4 Pinegrove Avenue into a three (3) unit apartment building in accordance with Regulation 11 - Discretionary Powers of Authority subject to the existing building meeting all requirements, including the development standards, of the City of Corner Brook Development Regulations.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the application to convert the existing building located at 4 Pinegrove Avenue to a three (3) unit apartment building in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That the Council of the City of Corner Brook not approve the application to convert the existing building located at 4 Pinegrove Avenue to a three (3) unit apartment building in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook to give other direction to Staff.

Director of Community, Engineering, Development & Planning	Approved - 03 Jan 2024
Administrative Assistant	Approved - 04 Jan 2024

City Manager

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: 4 Pinegrove Avenue – Discretionary Use
Date: January 3, 2024

The City of Corner Brook has received an application to convert the existing building located at 4 Pinegrove Avenue to a three (3) unit apartment building. This building currently has one (1) approved dwelling unit, however, it is requested to add two (2) additional dwelling units which would result in the building being classified as a three (3) unit apartment building.

This property is located in a Residential Medium Density Zone. An apartment building classification of use is a “Discretionary Use” of the City of Corner Brook’s Development Regulations for this zone. A public notice was placed in the local newspaper and on the City’s website. As a result of these notices, the City did receive email correspondence requesting further information, however, no formal objections were received.

After review of the application, the existing building does not appear to meet the minimum sideyard width requirement for a three (3) unit apartment building on one side. As a result, prior to granting approval for a three (3) unit apartment building, the City of Corner Brook will require an up to date Surveyor’s Real Property Report or Location Certificate verifying that the building will meet the minimum four (4) meter sideyard. Should the building not meet the requirement, a portion of the building will have to be removed or a parcel of land purchased from the neighbor and consolidated with the subject property to ensure all development standards are met under the City of Corner Brook Development Regulations. Based on the review of the application and the results to the public notice, it is recommended that the Council of the City of Corner Brook approve this application subject to the existing building meeting all requirements, including the development standards, of the City of Corner Brook Development Regulations.

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

Signed: _____
 James King, CET, CPT

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: <u>NOV 27 2023</u>
ADDRESS: _____	EMAIL: _____
CITY: _____	PROVINCE: _____
POSTAL CODE: _____	TELEPHONE: _____
PROPERTY LOCATION:	
BUILDER:	
ADDRESS: <u>4 Pine Grove Ave</u>	
CITY: _____	PROVINCE: _____
POSTAL CODE: _____	TELEPHONE: _____

BUILDING PERMIT APPLICATION (Please check appropriate box)

BUILDING TYPE	CONSTRUCTION TYPE	
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 checked="" 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"/>

DEVELOPMENT APPLICATION (Please check appropriate box)

DEVELOPMENT TYPE	
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 checked="" type="checkbox"/>

DESCRIPTION OF WORK:

<u>Repair 3 existing Apartments that were previously</u>
<u>that were not registered with City by previous owner</u>
<u>(Discretionary use Apartment Building)</u>
ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ <u>100,000.00</u>

DECLARATION:


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

NOTE:

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

SIGNED BY: _____	APPLICANT: _____
PROPERTY OWNER: _____	WITNESS: _____

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

<div></div>							
<div><div>City of Corner Brook Community Services Department Planning Division</div><div>5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com</div></div>	PROJECT:		NOTES:		LOCATION:		
	TITLE:				PREPARED BY:		
					DEPARTMENT:		
					DATE:		
					PAGE: OF		VERSION:



Request for Decision (RFD)

Subject: Confirmation of Order - 2023-07 - 12A Tipping Drive

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Jan 2024
Department: Development and Planning
Staff Contact: Charlotte Patterson, Development Inspector
Topic Overview: Stop Work Order
Attachments: [Stop Work Order - 12 Tipping Place - SIGNED Redacted](#)

BACKGROUND INFORMATION:

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

Order #	Date of Issue	Civic Address/Location	Violation/Section	Order
2023-07	December 13, 2023	12A Tipping Place	Section 8 of the City of Corner Brook Development Regulations	Stop Work Order

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

PROPOSED RESOLUTION:

In accordance with Section 109(4) of the Urban and Rural Planning Act the following Stop Work Order is hereby confirmed by Council, Order #2023-07.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 8

RECOMMENDATION:

City staff recommend that Council confirm this Stop Work Order.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook confirm Order #2023-07 pursuant to Section 109(4) of the Urban and Rural Planning Act.

- 2. That the Council of the City of Corner Brook not confirm Order #2023-07 pursuant to Section 109(4) of the Urban and Rural Planning Act.
- 3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering,	Approved - 03 Jan 2024
Development & Planning	Approved - 03 Jan 2024
Administrative Assistant	Approved - 04 Jan 2024

City Manager



2023-07

STOP WORK ORDER

To: **GDR ENTERPRISES LIMITED**

[Redacted]

[Redacted]

WHEREAS you have been identified as the property owner of the property located at 12A Tipping Place, Corner Brook, NL (herein called “the property”);

AND WHEREAS on December 11th, 2023 the City of Corner Brook concluded that you were constructing a new building without the required Development and Building Permits in place;

AND WHEREAS no development or building permits have been obtained to construct a building on the property, as required by Section 8 of the City of Corner Brook Development Regulations;

YOU ARE HEREBY ORDERED under Section 102 of the Urban and Rural Planning Act to stop all construction immediately, secure the site and obtain the required development and building permits for this work at the property immediately.

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

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

You have the right to appeal this Order within fourteen (14) days of its receipt by completing and submitting the attached appeal form, the appeal fee of \$230.00 (\$200+HST) and supporting documentation to:

Appeal Officer
c/o Department of Municipal and Provincial Affairs
4th Floor (West Block)
Confederation Building
P.O. Box 8700
St. John's, NL A1B 4J6

Dated at the City of Corner Brook, this 13th day of December, 2023 A.D.

[Redacted Signature]

City Clerk
City of Corner Brook



Request for Decision (RFD)

Subject: Discretionary Use - Office in General Industrial Zone - 12A Tipping Place

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Jan 2024
Department: Development and Planning
Staff Contact: Charlotte Patterson, Development Inspector
Topic Overview:
Attachments: [12 Tipping Place - public notice](#)
[Application Form 2019 Redacted](#)
[MEMO - Patterson to Rumbolt - Disc. Use Redacted](#)
[Figure 1 - 12A Tipping Place](#)

BACKGROUND INFORMATION:

This is in reference to an application the City received on October 30th, 2023 requesting permission to operate an "Office & Warehouse" at the proposed new building on the property located at 12A Tipping Place, Corner Brook, NL.

The "office" classification of use is a discretionary use in the General Industrial (GI) zone of the City's development regulations. Therefore, the discretionary use required an advertisement and Council approval under **Section 11** of the City's Development Regulations (Discretionary Powers of Authority).

The advertisement was posted in the paper "Saltwire" and the deadline for comments was December 27th, 2023. There were no comments received regarding this advertisement.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the discretionary office use at the property located at 12A Tipping Drive 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 discretionary office use at the property located at 12A Tipping Drive in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the discretionary office use at the property located at 12A Tipping Drive 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 - 03 Jan 2024
Development & Planning	Approved - 03 Jan 2024
Administrative Assistant	Approved - 04 Jan 2024

City Manager



PUBLIC NOTICE

The City of Corner Brook has received an application for a an “office use” in a potential new building on the property located at 12A Tipping Place, Corner Brook, NL.

This property is located in a General Industrial Zone where the “Office” use classification is discretionary use to the zone.

Should you wish to provide comment about the proposed development, please contact the Development & Planning Office at 637-1525 or 637-1554 or comments can be emailed to planning@cornerbrook.com or forwarded to: City of Corner Brook, P.O. Box 1080, Corner Brook, NL, A2H 6E1; Fax: 637-1514 prior to 4:30 p.m. December 27th, 2023.

Jessica Smith
CITY CLERK

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: GDR Enterprises		DATE: Oct 30, 2023
ADDRESS:		
CITY: Corner Brook	PROVINCE: NL	
POSTAL CODE:	TELEPHONE:	
PROPERTY LOCATION: 12 Tipping Place		
BUILDER: Marine Contractors Inc		
ADDRESS:		
CITY: Corn	PROVINCE: NL	
POSTAL CODE:	TELEPHONE:	

BUILDING PERMIT APPLICATION (Please check appropriate box)

BUILDING TYPE	CONSTRUCTION TYPE	PATIO / DECK
ASSEMBLY	ERECT (NEW)	CARPORT / GARAGE
INSTITUTIONAL	REPAIR	ACCESSORY BUILDING
RESIDENTIAL	EXTEND	APARTMENT
BUSINESS / SERVICE	ALTERATION	RETAINING WALL
MERCANTILE	SIGN	DRIVEWAY
INDUSTRIAL	POOL	OTHER

DEVELOPMENT APPLICATION (Please check appropriate box)

DEVELOPMENT TYPE	SITE DEVELOPMENT
RESIDENTIAL DEMOLITION	HOME BASED BUSINESS
COMMERCIAL DEMOLITION	NEW BUSINESS
SUBDIVISION / CONSOLIDATION OF PROPERTY	CHANGE OF USE
NEW BUILDING (RESIDENTIAL / COMMERCIAL)	RELOCATION OF BUILDING
	OTHER

DESCRIPTION OF WORK:	
Construction of a new commerical building	
ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ 500,000.00	

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

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

SIGNED BY:	APPLICANT:
PROPERTY OWNER:	WITNESS:

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

FEE STRUCTURE

REVISED – Jan 9, 2019

RESIDENTIAL CONSTRUCTION

- **Regular Rate**0.6% of construction value (\$30.00 Min)
- **New Home**.....\$5.00/Sq-m
- **Subsidiary Apartment** (minimum fee).....\$1.40/Sq-m
(When not constructed during construction of main dwelling)
- **Alteration, Extensions, Repairs** (minimum fee).....0.6% of construction value (\$30.00 Min)
- **Accessory Building** (minimum fee).....0.6% of construction value (\$30.00 Min)
- **Patio / Deck / Pool**..... 0.6% of construction value (\$30.00 Min)
- **Retaining Wall / Driveway**.....0.6% of construction value (\$30.00 Min)
- **All Other Building Permits**.....0.6% of construction value (\$30.00 Min)

COMMERCIAL / INDUSTRIAL / INSTITUTIONAL CONSTRUCTION

- **Regular Rate**..... 0.75% up to \$300,000 of construction value
plus 0.6% over \$300,000
- **Extensions** (minimum fee).....Same as Regular Rate above (\$50.00 Min)
- **Alterations, Repairs** (minimum fee)Same as Regular Rate above (\$30.00 Min)
- **Accessory Building** (minimum fee).....Same as Regular Rate above (\$30.00 Min)
- **Sign** (up to \$5,000.00 construction value - minimum fee)0.6% of construction value (\$30.00 Min)
(over \$5,000.00 construction value)
- **Landscaping Deposit** (Paid with & in addition to the Building Permit fee)\$5,000
[No refund if landscaping not completed within one (1) year of occupancy]

DEVELOPMENT

- **Development Application Fee** \$100.00
- **Subdivision or Consolidation of Property** (each lot) \$100.00
- **Change of Use** \$300.00
- **Commercial Demolition Approval** \$50.00
- **Temporary Use Permit**..... \$100.00
- **Residential Demolition Approval** \$50.00
- **Development Regulation Amendment**\$1000.00
- **Municipal Plan Amendment / Rezoning**\$1500.00
- **Public Notice** (Variance, Discretionary Use etc.)\$300.00

For new buildings, extensions, and major alterations a **Building Permit Application** shall be accompanied by two (2) sets of detailed plans drawn to 1/4" = 1' or similar scale. Plans as follows:

1. Legal survey showing location of building with reference to adjoining street, lot lines and parking area
2. Cross-section
3. Foundation plans
4. Floor plans
5. Front, rear, left and right elevations
6. Plumbing layout / riser diagram
7. Roof design detail
8. Plans for apartment buildings with more than three (3) dwelling units and plans for commercial, office, institutional and industrial buildings shall include: complete site (including Infrastructure), landscape, architectural, structural, electrical and mechanical plans stamped by an engineer or architect licensed to practice in Newfoundland and Labrador.

Note: If approved, one (1) set of plans will be retained by the City of Corner Brook.

A **Development Application** shall be accompanied by:

1. Development Application Fee.
2. Legal survey, Location Certificate or Surveyors Real Property Report, showing the site and/or location of the buildings with reference to adjoining street and lot lines.
3. Plans drawn to an appropriate scale clearly outlining the development.

**Community
Development &
Planning**

Memo

To: Deon Rumbolt, Supervisor of Development and Inspection

From: Charlotte Patterson, Development Inspector III

Date: January 2, 2024

Re: **Discretionary Use – 12A Tipping Place, Corner Brook, NL**

This is in reference to an application the City received on October 30th, 2023 requesting permission to operate an “Office & Warehouse” at the proposed new building on the property located at 12A Tipping Place, Corner Brook, NL.


The “office” classification of use is a discretionary use in the General Industrial (GI) zone of the City’s development regulations. Therefore, the discretionary use required an advertisement and Council approval under **Section 11** of the City’s Development Regulations (Discretionary Powers of Authority).

The advertisement was posted in the paper “Saltwire” and the deadline for comments was December 27th, 2023. There were no comments received regarding this advertisement.

It is recommended that this discretionary use be approved at this location. Should you have any questions or require further clarification, please contact the undersigned at your convenience at 637-1525.



Charlotte Patterson
Development Inspector III

<div></div>							
<div><div>City of Corner Brook Community Services Department Planning Division</div><div>5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com</div></div>	PROJECT:		NOTES:		LOCATION:		
	TITLE:				PREPARED BY:		
					DEPARTMENT:		
					DATE:		
					PAGE: OF		VERSION:



Request for Decision (RFD)

Subject: Discretionary Use - Office in Light industrial Zone - 406 O'Connell Drive

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Jan 2024
Department: Development and Planning
Staff Contact: Charlotte Patterson, Development Inspector
Topic Overview:
Attachments: [406 O'Connell Drive - public notice](#)
[Application Redacted](#)
[Figure 1 - 406 O'Connell Drive](#)
[MEMO - Patterson to Rumbolt - Disc. Use Redacted](#)

BACKGROUND INFORMATION:

This is in reference to an application the City received on November 9th, 2023 requesting permission to operate an “Office” at the property located at 406 O'Connell Drive, Corner Brook, NL.

The “office” classification of use is a discretionary use in the Light Industrial (LI) zone of the City's development regulations. Therefore, the discretionary use required an advertisement and Council approval under **Section 11** of the City's Development Regulations (Discretionary Powers of Authority).

The advertisement was posted in the paper “Saltwire” and the deadline for comments was December 20th, 2023. There were no comments received regarding this advertisement.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the discretionary office use at the property located at 406 O'Connell Drive Drive 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 discretionary office use at the property located at 406 O'Connell Drive in accordance with Regulation 11 - Discretionary Powers of Authority.
- 2. That Council not approve the discretionary office use at the property located at 406 O'Connell Drive 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 - 03 Jan 2024
Development & Planning	Approved - 03 Jan 2024
Administrative Assistant	Approved - 04 Jan 2024

City Manager



PUBLIC NOTICE

The City of Corner Brook has received an application to operate a business and personal service office use located at 406 O'Connell Drive, Corner Brook, NL.

The property is located in a Light Industrial Zone where an "office" classification of use is a "Discretionary Use" of the City of Corner Brook's Development Regulations.

Should you wish to provide comment about the proposed development, please contact the Development & Planning Office at 637-1525 or 637-1554 or by Fax: 637-1514. Comments can also be emailed to planning@cornerbrook.com prior to 4:30 p.m. December 20th, 2023.

Jessica Smith
ACTING CITY CLERK


West Coast Wire; Wednesday, December 13, 2023

From: ONLINE PERMIT SUBMISSION <noreply@cornerbrook.com>
Sent: November 9, 2023 1:44 PM
To: Barker, Shelley
Subject: Online Permit Submission

Follow Up Flag: Follow up
Flag Status: Flagged

Date
11/09/2023
Owner Name
[REDACTED]
Phone Number
[REDACTED]
Email
[REDACTED]
Owner / Applicant Address
[REDACTED] Canada Map It
Property Address
406 O'Connell Drive Corner Brook, Newfoundland and Labrador A2H 6E3 Canada Map It
Builder Address
Newfoundland and Labrador Canada Map It
Building Type (Please check appropriate box)
<ul style="list-style-type: none"> MERCANTILE
Development Type (Please check appropriate box)
<ul style="list-style-type: none"> NEW BUSINESS
Description of Work
Retail Shop and Safety Training location
Estimated Construction Value (MATERIALS & LABOUR)
\$ 0.00 CAD

DECLARATION

 I agree to terms in the declaration

DECLARATION:

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

NOTE:

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


Consent

 I agree to the privacy policy stated below.

The City of Corner Brook uses this web form to collect your information in order to better administer programs and services that citizens use and rely on. The City of Corner Brook committed to protecting the privacy of individuals who chose to utilize these services.

This information is collected in compliance with the Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015) and will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose unless you expressly consent otherwise. This information is not disclosed to other public bodies or individuals except as authorized by ATIPPA, 2015.

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

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<div><div>City of Corner Brook Community Services Department Planning Division</div><div>5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com</div></div>	PROJECT:		NOTES:		LOCATION:	
	TITLE:				PREPARED BY:	
					DEPARTMENT:	
					DATE:	
					PAGE:	OF

**Community
Development &
Planning**

Memo

To: Deon Rumbolt, Supervisor of Development and Inspection

From: Charlotte Patterson, Development Inspector III

Date: January 2, 2024

Re: **Discretionary Use – 406 O’Connell Drive, Corner Brook, NL**

This is in reference to an application the City received on November 9th, 2023 requesting permission to operate an “Office” at the property located at 406 O’Connell Drive, Corner Brook, NL.

The “office” classification of use is a discretionary use in the Light Industrial (LI) zone of the City’s development regulations. Therefore, the discretionary use required an advertisement and Council approval under **Section 11** of the City’s Development Regulations (Discretionary Powers of Authority).

The advertisement was posted in the paper “Saltwire” and the deadline for comments was December 20th, 2023. There were no comments received regarding this advertisement.

It is recommended that this discretionary use be approved at this location. Should you have any questions or require further clarification, please contact the undersigned at your convenience at 637-1525.



Charlotte Patterson
Development Inspector III



Request for Decision (RFD)

Subject: Conditionally Rescind Stop Work Order 2023-01 - Unpermitted Quarrying

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Jan 2024
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Mineral Working (Quarrying) development without permit
Attachments: [stop work order - Johnson's Construction Ltd. Issued](#)
[Special conditions JCL Inc.](#)
[JCL Conditions Stop Work Order 2023](#)

BACKGROUND INFORMATION:

A stop work order was issued to JCL Inc. on Feb 3, 2023 for quarrying outside of an approved area approximately 2km south of Lewin Parkway interchange. City staff has worked with JCL Inc. for the past several months to come up with an acceptable plan on how to move forward and remediate the disturbed areas. As a result, the proposed remediation plan was supported by the Province of NL and the Watershed Management Committee, Staff is now in the position to recommend to Council that the Stop Work order be conditionally rescinded as per the conditions outlined in FIGURE-2..

PROPOSED RESOLUTION:

Be it **RESOLVED** that the Council of the City of Corner Brook conditionally rescind Stop Work Order #2023-01 in accordance with Section 102(3) of the Urban and Rural Planning Act.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 Urban and Rural Planning Act
 102(3)

RECOMMENDATION:

Staff recommends Option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council conditionally rescind Stop Work Order #2023-01 in accordance with Section 102(3) of the Urban and Rural Planning Act.
2. That Council not conditionally rescind Stop Work Order #2023-01 in accordance with Section 102(3) of the Urban and Rural Planning Act.
3. That the Council of the City of Corner Brook provides other direction to staff.

Director of Community, Engineering, Development & Planning	Approved - 04 Jan 2024
Administrative Assistant	Approved - 05 Jan 2024
	Approved - 05 Jan 2024

City Manager



STOP WORK ORDER

2023-01

To:

WHEREAS the City of Corner Brook has concluded that you are carrying out development by excavating land on property within the City of Corner Brook watershed area (hereinafter called "the Impacted Property");

AND WHEREAS no permit has been issued for the excavation of land on the Impacted Property as required by Section 8 of the City of Corner Brook Development Regulations;

AND WHEREAS the City of Corner Brook has concluded that you have a permit to develop lands as a quarry adjacent to the Impacted Property (hereinafter called the "Quarry Lands") but that you have violated conditions of that permit, to wit condition #8 "*All quarrying shall be contained within the boundaries of quarry limits that have been outline on submitted engineered drawings (SP1.00 & SP1.02)*";

AND WHEREAS Section 24(6) of the City of Corner Brook Development Regulations provides that the City may revoke a permit for failure by the holder of it to comply with any condition attached to the permit;

YOU ARE HEREBY ORDERED under Section 31 of the City of Corner Brook Development Regulations and Section 102 of the Urban and Rural Planning Act to stop all work immediately on the Impacted Property and the Quarry Lands and fill in the development on the Impacted Property and restore the Impacted Property to its original state that existed prior to the aforementioned work taking place.


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

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

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

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

Dated at the City of Corner Brook, this 3rd day of February, 2023 A.D.



City Clerk
City of Corner Brook

SPECIAL CONDITIONS APPLIED BY THE CITY OF CORNER BROOK

1. An undisturbed (no cutting or ground disturbance) buffer zone of at least **500 metres** shall be maintained around Corner Brook Lake, and at least **30 metres** around all ponds and along both sides of all other water bodies running into the Lake.
2. Renewal of this permit shall require the submission of written application, to the Community Engineering, Development & Planning Department of the City of Corner Brook, and is subject to review by this Department, Council and the appropriate Watershed Monitoring Committee.
3. Any significant changes in the permitted operations, developments or activities other than those specified in the remediation plan must be environmentally acceptable, submitted in writing to the City of Corner Brook, and permitted in the form of an Amendment to this approval, before they are undertaken.
4. All equipment must be in good working order with no leaking fuel or oil.
5. Equipment storage and maintenance facilities associated with this project must not be located within the project area, and all maintenance other than emergency repairs must be carried outside the Protected Public Water Supply Area.
6. There shall be no bulk fuel storage associated with this project within the protected water supply area. All equipment is to refueled outside of the PWSA.
7. **All fuel/oil spills are to be reported directly to the Municipal Authority.** Spills in excess of 70 litres are to immediately be reported to the Canadian Coast Guard 24 hour Emergency Response Center at 1-800-563-9089.
8. An oil spill clean-up kit must be on site where equipment is operating. The kit must contain the following:
 - One recovery container such as empty 205 litre drum
 - One shovel
 - One pick axe
 - Containment boom (length greater than or equal to the widest stream crossing)
 - Absorbent pads and loose absorbent materials
9. All waste material is to be collected in refuse containers, and disposed of at an approved waste disposal site outside the protected area in accordance with the Environmental Protection Act SNL 2002 cE-14.2.
10. All operations must be carried out in a manner that prevents damage to land, vegetation, and water courses, and which prevents pollution of water bodies.

SPECIAL CONDITIONS APPLIED BY THE CITY OF CORNER BROOK**Page 2**

11. All areas affected by this project must be restored to a state that resembles the local natural conditions. Further remedial measures to mitigate environmental impacts on water resources can and will be specified, if necessary, in the opinion of the City of Corner Brook.
12. All persons associated with this project must be cautioned that they are within the Protected Public Water Supply Area, and be given appropriate instructions not to throw or dump any substance or material in any water body and its surrounding drainage area or to cause pollution or create any environmental hazard.
13. The permit holder shall not cross, operate in, nor disturb any body of water, either directly or by means of installing a bridge or culvert, without first obtaining a separate permit under Section 48 of the *Water Resources Act* SNL 2002 cW-4.01.
14. A water quality monitoring program will not be required at this time. However, the City of Corner Brook reserves the right to require that the proponent sample, analyse, and submit results of water quality tests, for the purpose of ensuring that the water quality is maintained within acceptable guidelines.
15. The proponent is hereby informed that if there is any change in the water quality of the community's water supply, resulting directly from the project which causes sufficient changes in the physical, chemical or bacteriological composition to render the water unsuitable as a public water supply, then the proponent must ensure that an alternate source of potable water is provided to the affected community until water quality returns to an acceptable level.
16. Officials of the City of Corner Brook or the Watershed Management Committee may visit the site from time to time to ensure the operation complies with this approval, and is not creating any environmental hazard.
17. Liaison is to be maintained with the City of Corner Brook Municipal Enforcement Officer. The proponent is hereby required to contact the Municipal Enforcement Officer prior to the commencement of operations and upon completion of activities. If there are any specific problems, he / she may be contacted at (709)637-1562. Any problems, such as sedimentation or fuel spills, must be reported immediately.
18. The City of Corner Brook reserves the right to delay or suspend operations if conditions at the specified time of sampling are deemed to be unsuitable

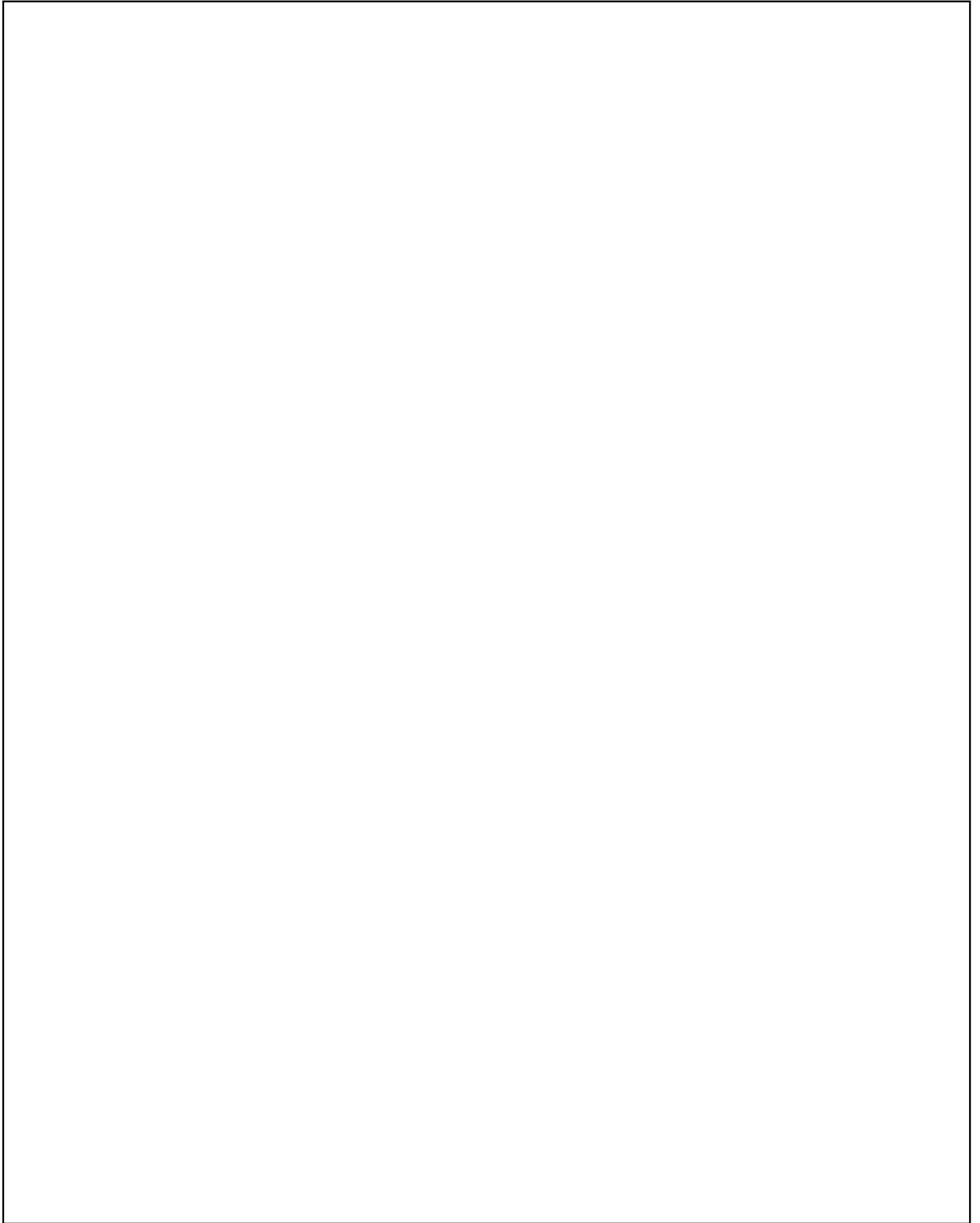


FIGURE-2**Conditions to be met regarding Stop Work Order 2023-01**

1. The submission of annual as-built drawings, as outlined in the remediation plans, by Dec. 1 of each year to identify progress. The City of Corner Brook is expecting that annual remediation takes place at a rate of not less than 20% of all required overall work per year.
2. Annual Photos are to be submitted to the City of Corner Brook.
3. Annual on-site inspection is to occur.
4. That City staff may visit the site at any time provided that a minimum forty-eight (48) hours notice is given to JCL Inc.
5. All terms and conditions of approvals from all applicable federal and provincial governments are to be adhered to.
6. All vehicles and equipment working within the PWSA shall be in good working order and shall not leak oil, fuel, or any other hazardous substance that could compromise or impair water quality. If there is any change in the water quality of the community's water supply, resulting directly from the project which causes sufficient changes in the physical, chemical or bacteriological composition to render the water unsuitable as a public water supply, then the proponent must ensure that an alternate source of potable water is provided to the affected community until water quality returns to an acceptable level.
7. All conditions on the attached Special Conditions JCL Inc. document shall be strictly adhered to and complied with.
8. **Should JCL Inc. violate any terms and/or conditions as outlined above, the City of Corner Brook reserves the right to re-instate the Stop Work Order.**