



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 **Monday, July 15, 2019** at **12:00 PM**. **Council Chambers, City Hall.**

CITY CLERK

Page

1	CALL MEETING TO ORDER
2	APPROVALS
	2.1 Approval of Agenda
3 - 7	2.2 Approval of Minutes - June 17, 2019
9	2.3 Confirmation of Minutes
3	BUSINESS ARISING FROM MINUTES
	3.1 Business Arising From Minutes
4	TENDERS
11 - 22	4.1 Bayview Heights Substandard Waterline 2019-30
23 - 27	4.2 911 PSAP Redundant Line
29 - 37	4.3 Combined Sewer Separation Phase 3 - PCA Amendment No. 12
5	REPORTS
39 - 42	5.1 Council Travel Report
6	MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT
43 - 68	6.1 Municipal Plan Amendment MP19-02 & Development Regulation Amendment DR19-02 - Amendment to Allow Solid Waste Uses in the Rural Designation and Land Use Zone
7	PLANNING AND DEVELOPMENT
69 - 74	7.1 Civic Square - Vendor Organization

Page

75 - 79	7.2	106 West St - Apartment Building
	8	AGREEMENTS
81 - 93	8.1	Secondary Fire Response to Mt. Moriah
95 - 98	8.2	Gas Tax Agreement Funding Amendment 2019-2024
	9	REGULATION/POLICY
99 - 100	9.1	Noise Regulation Exemption - Come Home Year - Broadway Street Party
101 - 126	9.2	Taxi Regulations Amendment
	10	FINANCE
127 - 129	10.1	Account Write Offs
	11	ADJOURNMENT

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 17 JUNE, 2019 AT 7:00 PM**

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

The meeting was called to order at 7:00 p.m.

19-106 Approval of Agenda

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the agenda for the Regular Meeting of Council, June 17, 2019, as circulated **MOTION CARRIED.**

19-107 Approval of Minutes, May 27, 2019

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of May 27, 2019, as presented. **MOTION CARRIED.**

19-108 Confirmation of Minutes

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to ratify minute CC19-038 – Approval of Agenda for the Council in Committee meeting #1, June 10, 2019, as presented. **MOTION CARRIED.**

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify minute CC19-040 – Road Train Lease Agreement - to approve execution of the short term Vehicle Lease Agreement between Absolute Charters Incorporated (Lessee), The City of Corner Brook and the Corner Brook Port Corporation (Lessor) from June 25th, 2019 to October 31st, 2019, at a cost of \$20,000 HST included (\$5000/month x 4 months). **MOTION CARRIED.**

On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to ratify minute CC19-041 – Approval of Agenda for the Council in Committee meeting #2, June 10, 2019, 8:30 p.m. to waive the twenty-four hour notice to consider the following:

Procurement Materials Authorization, as presented. **MOTION CARRIED.**

On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to ratify minute CC19-043 – Procurement Materials Authorization to authorize staff to seek quotes for the purchase of materials for Supply of Asphalt, Concrete, and Granular Material on an interim basis. ***Councillors L. Chaisson and J. Carey voted against the motion. (Note: Councillor V. Granter noted he had abstained from voting and discussion on this agenda item due to being absent as he was in a Conflict of Interest).*** **MOTION CARRIED.**

19-109 Business Arising From Minutes- Asphalt, Concrete, Granular and Sod Contract

Councillor V. Granter declared a Conflict of Interest and abstained from voting and discussion on this agenda item.

Mayor Parsons presented motion 19-101 which was voted on at the Public Council Meeting on 27 May 2019. The motion resulted in a tie vote which had to be voted on again in accordance with Section 36(3) of the City Act. The motion read as follows and was presented for a vote:

BE IT RESOLVED that Tender No. 2019-07 Supply of Asphalt, Concrete, Granular Material, and Sod for the period of June 1, 2019 to May 31, 2020 be canceled, based on an error in addendum #1 (**Councillors Chaisson and Carey voted against the motion**). **MOTION CARRIED.**

19-110 Proclamations

Mayor Parsons provided an update on the following proclamations:

1. Provincial Francophone Day
2. Paramedic Services Week, May 26 to June 1, 2019
3. Recreation Month, June, 2019

19-111 Outdoor Fireplaces

Councillor L. Chaisson presented the requirements for the use of outdoor fireplaces.

19-112 Protective Services Stats - May 2019

Deputy Mayor B. Griffin provided an update on the May 2019 Protective Services stats.

19-113 Georgetown Road Water Lateral Replacement RFP

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** that Council approve the Prime Consulting Services for Georgetown Road Water Lateral Replacement with Newfoundland Design Civil Ltd. for a cost of \$33,315.50 (including HST). **MOTION CARRIED.**

19-114 City Hall Emergency Lighting Design

On motion by Councillor J. Carey, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to award contract 2019-27 City Hall Emergency Lighting Design to ECO Contracting Ltd for the tender price of \$91,875.80 **MOTION CARRIED.**

19-115 Asphalt Paving Program

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to award the Asphalt Paving Program 2019-29 to Marine Contractors Inc. for the amount of \$3,212,668.75 (HST included). **MOTION CARRIED.**

19-116 Civic Centre Digital Signs- Advertising Rights

On motion by Councillor V. Granter, seconded by Councillor J. Carey it is **RESOLVED** to execute the agreement for Advertising Rights for the Civic Centre Digital Signs to Digital Advertising Solutions. **MOTION CARRIED.**

19-117 Blade Sign Agreement

On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is **RESOLVED** to execute the agreement with Speedpro Signs for the supply and installation of Blade Signs, for a period of six months, commencing on the date of signature of the agreement. **MOTION CARRIED.**

19-118 Margaret Bowater Park Cleaning Contract

Councillor L. Chaisson declared a Conflict of Interest and abstained from voting on this agenda item. On motion by Councillor V. Granter seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve execution of the agreement for Maintenance Services with the Humber Valley Community Employment Corporation at the Margaret Bowater Park building and grounds for the amount of \$9826.50. **MOTION CARRIED.**

19-119 Road Train Memorandum of Understanding with CB Port Corp.

Mayor Parsons disclosed he is a member of the Port Corporation Board of Directors. On motion by Councillor L. Chaisson, seconded by Councillor J.

Carey it is **RESOLVED** to declare Mayor Parsons in Conflict of Interest on voting on this agenda item. **(Councillor T. Buckle and Deputy Mayor B. Griffin voted against the motion). MOTION CARRIED.**

MAYOR PARSONS abstained from voting on this agenda item.

On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is **RESOLVED** to approve the Memorandum of Understanding between the Corner Brook Port Corporation and the City of Corner Brook as detailed in the Memorandum of Understanding attached to the agenda. **MOTION CARRIED.**

19-120 Vending Services Contracts

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to execute the agreement with Browning Harvey Ltd for the supply of beverage vending services, commencing on June 24, 2019 and completing on December 31, 2021.

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, be it **FURTHER RESOLVED** to execute the agreement with W&E Enterprises for the supply of snack vending services commencing on June 24, 2019 and completing on December 31, 2021. **MOTION CARRIED.**

19-121 Multipurpose Trail Study

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to execute the agreement with Mills and Wright Landscape Architecture for the provision of consultant services pertaining to a multi-purpose trail study, commencing upon signing of the agreement and concluding September 27, 2019, for the price of \$58,250 (HST included) **MOTION CARRIED.**

19-122 Salt Shed

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** that the Council of the City of Corner Brook approve a Prime Consultant Agreement with Wood Environment and Infrastructure Solutions Ltd in the amount of \$37,753.56 (HST Included) for engineering consulting services related to the remediation of the salt shed concrete foundation. **MOTION CARRIED.**

19-123 Salt Shed Prime Consultant Agreement Amendment - No.4

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to approve an amendment to the existing agreement with DPF Consulting and Contracting Inc. in the amount of \$30,360.00 (HST included) for engineering consulting services related to the remediation of the salt shed concrete foundation. **MOTION CARRIED.**

19-124 Property- West Street/Todd Street

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the execution of the purchase and sale agreement with 78117 Newfoundland and Labrador Ltd for the sale of land on Todd St.

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben Be it **FURTHER RESOLVED** to approve the lease agreement with 78117 Newfoundland and Labrador Ltd for the parking spaces located on Todd Street. **MOTION CARRIED.**

19-125 Borrowing 2019

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** that the Council of the City of Corner Brook approve to borrow \$4,000,000 for a 5 year term with a 5 year amortization at the lowest quoted rate by TD Bank at 2.37% (subject to change as per market rate wile final approvals are obtained) for: 2018 Asphalt Program - 17-SCF-18-00011, Main Street Bridge Project - 17-NPR-17-00007, and West Valley Road Combined Sewer Project - 17-CWWF-17-00125. **MOTION CARRIED.**

19-126 Financial Statements 2018

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the 2018 audited financial statements of the City of Corner Brook as attached. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 8:16 p.m.

City Clerk

Mayor

REQUEST FOR DECISION

City Clerk's Office

SUBJECT: Ratification of Decisions

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

PROPOSED MOTION:

July 8, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-046 – Approval of Agenda

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **RESOLVED** that the agenda for the Council in Committee meeting, July 8, 2019 be approved as circulated. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-48 – Borrowing Authority

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** that the Council of the City of Corner Brook approve the execution of the Toronto Dominion Bank Borrowing Authority as attached. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-49 – MMSB Community Waste Diversion Fund, Phase II Glass Recycling

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** that the Council of the City of Corner Brook execute the agreement with the Multi-Materials Stewardship Board (MMSB) for \$20,000 in funding pertaining to Phase II of the Glass Recycling Project, commencing upon signing of the agreement and concluding March 18th 2020. **MOTION CARRIED.**

June 24, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-044 – Approval of Agenda

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to waive the twenty-four hour notice and approve the agenda for the Council in Committee meeting, June 24, 2019 to consider the following: Asphalt Paving Program 2019 Inspection Services. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-045 – Asphalt Paving Program 2019 Inspection Services

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** that the Council of the City of Corner Brook approve the Consultant Fee Proposal from DMG Consulting Limited in the amount of \$69,379.50 (HST Included), for consulting services related to Asphalt Paving Program 2019 Inspection Services. **MOTION CARRIED.**

Submitted by:

City Clerk's Office


Date:

Approved by:

City Manager

Page 1 of 1

Date:

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
--	---

Subject Matter: Bayview Heights Substandard Waterline Replacement 2019-30	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Tender Submissions
Prepared By: Jim Warford	Council Meeting Date: July 15, 2019

Issue: The City of Corner Brook has requested bids to replace the substandard waterline located on Bayview Heights.

Background: A section of 150 mm diameter cast iron water main in Bayview Heights restricts fire flow in the area. All other water mains in this area are 200 mm diameter. The existing water main is approximately 50 years old. The City of Corner Brook is looking to replace 75 meters with 200 mm diameter water main to improve fire flow.

Recommendation: Tenders for the Bayview Heights Substandard Waterline Replacement 2019-30 closed on July 9, 2019 with the following three (3) bids received:

West Coast Excavating & Equip. Co. Ltd.	\$192,224.80
Marine Contractors Inc.	\$208,041.90
Way's Haulage & Excavation Ltd.	\$214,639.45

Tenders were reviewed by staff and recommend proceeding with the lowest Tender from West Coast Excavating & Equip. Co. Ltd. for the Tender price of \$192,224.80 (HST Included)


Be it resolved that the Council of the City of Corner Brook approve the Tender from West Coast Excavating & Equip. Co. Ltd. for the Tender price of \$192,224.80 (HST Included) for the Bayview Heights Substandard Waterline Replacement Contract No. 2019-30.

Options:

1. That the Council of the City of Corner Brook execute the agreement with West Coast Excavating & Equipment Co. Ltd.
2. That the Council of the City of Corner Brook not execute the Contract with West Coast Excavating & Equipment Co. Ltd.
3. That the Council of the City of Corner Brook give other direction to Staff.

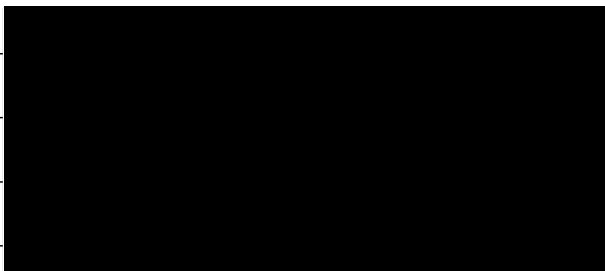
Legal Review: NA

Governance Implications:

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
--	--

Budget/Financial Implications: 17-MYCW-18-00026

Environmental Implications: NA

Prepared by: Jim Warford		
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: July 10, 2019		

Additional Comments by City Manager:



12:06 PM
09/07/19



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for: City of Corner Brook
Bayview Heights Substandard Water Line Replacement

To: City Clerk
City of Corner Brook
5 Park Street
Corner Brook, NL A2H 2W8

Gentlemen,

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

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

One Hundred Ninety Two Thousand
Two Hundred Twenty Four Dollars and Eighty Cents
(\$ 192,224.80) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within Twenty (20) working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

- (b) a certified cheque in the correct amount.

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

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--

- (a) execute the Standard Form of Construction Contract;
- (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
- (c) complete substantially all the work included in the contract within the time and under conditions specified.

5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.

6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposed of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.

7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.

WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

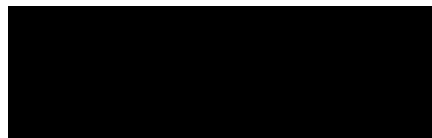
9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following addenda:
Addendum No.
Addendum No.
11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: West Coast Excavating & Equipment Company Limited
Address: P.O. Box 266, 19 Maple Valley Road, Corner Brook, NL

Postal Code: A2H6C9 E-Mail wce@nfb.aibn.com

Ph # 1-709-639-9423 Fax # 1-709-639-7019



Signing Officer

Corporate Seal

Signing Officer



Witnessed by

APPENDIX "A" TENDER PRICE TABLE

Schedule of Quantities and Prices

No.	Tender Item Description	Unit	Quantity	Unit Price	Amount
	SEE ATTACHED SCHEDULE "A"				
SUB TOTAL TENDER AMOUNT				\$	
HARMONIZED SALES TAX (HST)				\$	
TOTAL TENDER AMOUNT				\$	
(Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)					

Notes:

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

Appendix "B"

List of Sub-Contractors

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in "own forces" in the 'Company Name' column. "By own forces" will be acceptable only if approved by the owner in writing prior to tender close. Requests for approval of "By own forces" must be submitted 14 days before tender close.

This appendix was completed and submitted by:

Name _____

Address _____

Dated, _____, and is an integral part of the Tender Form for Project _____

And shall be submitted as part of the Form of Tender.

<i>information in this column to be supplied by owner</i>		<i>information in this column to be supplied by bidder</i>	
<i>Work</i>	<i>Category: Sub-contractor or Manufacturer or Supplier</i>	<i>Company Name</i>	<i>Address</i>

For each category identified in the table above work experience references may be required by the owner.

PROJECT: CITY OF CORNER BROOK-BAYVIEW HEIGHTS SUBSTANDARD WATER LINE REPLACEMENT**JOB #.664168****SCHEDULE "A" - QUANTITIES AND PRICES**

C01	ISSUED FOR TENDER	SL	June 14/19	P.B.	June 14/19
Rev.	Revisions	Checked By	Date	Approved By	Date
SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
<u>DIVISION #1</u>					
01005	MAINTAIN EXISTING SERVICES				
	Maintain Existing Sewer System	LS	UNIT	2000. ⁰⁰	2000. ⁰⁰
	Maintain Existing Water System	LS	UNIT	4000. ⁰⁰	4000. ⁰⁰
01010	MOBILIZATION & DEMOBILIZATION (Not greater than 5% if on the Island. Or 10% if in Labrador, or 15% North of Cartwright of Item a. "sub-total" on last page)	LS	UNIT	5000. ⁰⁰	5000. ⁰⁰
01020	CASH ALLOWANCE				
	Dust Control	Allowance		\$1,500.00	\$1,500.00
	Shrub and Tree Preservation	Allowance		\$3,000.00	\$3,000.00
	Public Announcements	Allowance		\$2,000.00	\$2,000.00
01500	TEMPORARY FACILITIES				
	Engineer's Site Office	LS	UNIT	1000. ⁰⁰	1000. ⁰⁰
01570	TRAFFIC REGULATIONS				
	Flagperson's Wages	HOUR	400.00	20. ⁰⁰	8000. ⁰⁰
01580	PROJECT SIGNS				
	Project Sign	LS	UNIT	1000. ⁰⁰	1000. ⁰⁰
01710	REINSTATEMENT AND CLEANING				
	Supply & Placing Topsoil	M ²	85.00	20. ⁰⁰	1700. ⁰⁰
	Supply & Placement of Sods	M ²	85.00	20. ⁰⁰	1700. ⁰⁰
<u>DIVISION #2</u>					
02070	SITework, DEMOLITION & REMOVAL OF STRUCTURES				
	Removal of Curb & Gutter	M	55.00	10. ⁰⁰	550. ⁰⁰
	Removal of Water Lines	M	15.00	20. ⁰⁰	300. ⁰⁰
	Removal of Culverts	M	15.00	30. ⁰⁰	450. ⁰⁰
02223	EXCAVATION, TRENCHING & BACKFILLING				
	Main Trench Excavation				
	Common	M ³	360.00	15. ⁰⁰	5400. ⁰⁰
	Service Trench Excavation				
	Common	M ³	30.00	30. ⁰⁰	900. ⁰⁰

PROJECT: CITY OF CORNER BROOK-BAYVIEW HEIGHTS SUBSTANDARD WATER LINE REPLACEMENT**JOB #:664168****SCHEDULE "A" - QUANTITIES AND PRICES**

C01	ISSUED FOR TENDER	SL	June 14/19	<i>P.B.</i>	June 14/19
Rev.	Revisions	Checked By	Date	Approved By	Date
SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
	Imported Backfill Common	M ³	50.00	<u>50.⁰⁰</u>	<u>2500.⁰⁰</u>
	Granular Pipe Bedding Type 1	M ³	48.00	<u>150.⁰⁰</u>	<u>7200.⁰⁰</u>
	Supply & Placement of Marking Tape Plastic Tape - Watermain	M	87.00	<u>1.⁰⁰</u>	<u>87.⁰⁰</u>
	Metallic Tape - Water Services	M	15.00	<u>1.⁰⁰</u>	<u>15.⁰⁰</u>
02224	ROADWAY EXCAVATION, EMBANKMENT & COMPACTION Mass Excavation & Backfill Common	M ³	160.00	<u>10.⁰⁰</u>	<u>1600.⁰⁰</u>
02233	SELECTED GRANULAR BASE & SUB-BASE MATERIALS Class "A" Granular Base	tonne	325.00	<u>25.⁰⁰</u>	<u>8125.⁰⁰</u>
	Class "B" Granular Base	tonne	490.00	<u>24.⁰⁰</u>	<u>11,760.⁰⁰</u>
02434	PIPE CULVERTS Supply & Placement of Pipe Culvert 450mm HDPE 320 Kpa DWC Soil Tight	M	15.00	<u>120.⁰⁰</u>	<u>1800.⁰⁰</u>
02528	CONCRETE WALK, CURB & GUTTERS Curb & Gutter	M	55.00	<u>120.⁰⁰</u>	<u>6600.⁰⁰</u>
02574	RESHAPING & PATCHING ASPHALT PAVEMENT Removal of Asphalt Pavement	M ²	290.00	<u>5.⁰⁰</u>	<u>1450.⁰⁰</u>
	Patching of Asphalt Pavement	M ²	290.00	<u>80.⁰⁰</u>	<u>23,200.⁰⁰</u>
	Cold Planing 1.5m Pay Width	M ²	165.00	<u>35.⁰⁰</u>	<u>5775.⁰⁰</u>
	Removal & Replacement of Asphalt Pavement For Driveways Including 150mm Class "A" & 50mm Surface Course Asphalt	M ²	22.00	<u>80.⁰⁰</u>	<u>1760.⁰⁰</u>
02601	MANHOLES, CATCH BASINS, DITCH INLETS & VALVE CHAMBERS Adjust Manhole/Catch Basin Tops (raise)	EACH	3.00	<u>700.⁰⁰</u>	<u>2100.⁰⁰</u>

PROJECT: CITY OF CORNER BROOK-BAYVIEW HEIGHTS SUBSTANDARD WATER LINE REPLACEMENT**JOB #:664168****SCHEDULE "A" - QUANTITIES AND PRICES**

C01	ISSUED FOR TENDER	SL	June 14/19	P.B.	June 14/19
Rev.	Revisions	Checked By	Date	Approved By	Date
SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
02713	WATER MAINS				
	Supply & Installation of Water Main Polyethylene Encased as per AWWA C105				
	200 mm DI. CL. 350	M	72.00	200. ⁰⁰	14,400. ⁰⁰
	150 mm DI. CL. 350	M	15.00	200. ⁰⁰	3,000. ⁰⁰
	Supply & Install Service Pipe to ROW				
	19 mm Municipex	M	15.00	50. ⁰⁰	750. ⁰⁰
	Supply & Installation of Fittings				
	Reducers				
	200 mm X 150 mm	EACH	2.00	200. ⁰⁰	400. ⁰⁰
	Bends				
	150 mm	EACH	3.00	200. ⁰⁰	600. ⁰⁰
	200 mm	EACH	4.00	250. ⁰⁰	1,000. ⁰⁰
	Tees				
	150 mm off 200 mm	EACH	2.00	300. ⁰⁰	600. ⁰⁰
	200 mm off 200 mm	EACH	1.00	300. ⁰⁰	300. ⁰⁰
	Joint Restraint (1100 series Megalug or Approved equal)				
	200 mm	EACH	23.00	120. ⁰⁰	2,760. ⁰⁰
	150 mm	EACH	14.00	100. ⁰⁰	1,400. ⁰⁰
	Corp. Stops				
	19 mm	EACH	3.00	100. ⁰⁰	300. ⁰⁰
	Curb Stops and Boxes				
	19 mm	EACH	3.00	200. ⁰⁰	600. ⁰⁰
	Sleeve - Type Couplings				
	150 mm	EACH	4.00	150. ⁰⁰	600. ⁰⁰
	200 mm	EACH	4.00	200. ⁰⁰	800. ⁰⁰
	Connect New Water Service to Existing Service	EACH	3.00	600. ⁰⁰	1,800. ⁰⁰
	Supply & Installation of Valves incl. Valve Boxes (City Standards)				
	200 mm	EACH	3.00	2500. ⁰⁰	7,500. ⁰⁰
	150 mm	EACH	2.00	2000. ⁰⁰	4,000. ⁰⁰

SNC-Lavalin Inc.

2019/06/14

PROJECT: CITY OF CORNER BROOK-BAYVIEW HEIGHTS SUBSTANDARD WATER LINE REPLACEMENT
JOB #: 664168
SCHEDULE "A" - QUANTITIES AND PRICES

C01	ISSUED FOR TENDER	SL	June 14/19	<i>P.B.</i>	June 14/19
Rev.	Revisions	Checked By	Date	Approved By	Date
SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
	Supply & Install Valve Box Debris Caps	EACH	5.00	200. ⁰⁰	1000. ⁰⁰
	Adjust Valve Boxes to Grade	EACH	5.00	400. ⁰⁰	2000. ⁰⁰
	Swabbing of Water Lines 200 mm	M	87.00	10. ⁰⁰	870. ⁰⁰
	Locate & Connect to Existing System	EACH	5.00	2000. ⁰⁰	10,000. ⁰⁰

a) SUB TOTAL

167,152.⁰⁰

b) H.S.T. 15% of a.

25,072.⁸⁰

c) TOTAL TENDER AMOUNT

192,224.⁸⁰

(Transfer Total tender Amount to page 1 of the Tender Form as Total Price)

Notes

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted rate.
3. The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities.
4. The unit prices bid shall include all labour, plant, materials, overhead, duties, profit, and all other obligations and liabilities under this contract.

BID BOND

Standard Construction Document

CCDC 220 - 2002

No. 69-5723-0014-19

Bond Amount 10% of Tender

WEST COAST EXCAVATING & EQUIPMENT CO. LTD. as Principal, hereinafter called the Principal, and **AVIVA INSURANCE COMPANY OF CANADA** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF CORNER BROOK** as Obligee, hereinafter called the Obligee, in the amount of TEN PERCENT (10%) of Tender Price -----00/100 Dollars (10% of Tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 9th, day of **JULY**, in the year **2019** for

BAYVIEW HEIGHTS SUBSTANDARD WATERLINE REPLACEMENT

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **SIXTY (60)** days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 4th, of **JULY**, in the year **2019**.

SIGNED and SEALED

in the presence of

WEST COAST EXCAVATING & EQUIPMENT CO. LTD.

[Redacted signature block for West Coast Excavating & Equipment Co. Ltd.]

[Redacted signature block for Aviva Insurance Company of Canada]

AVIVA INSURANCE COMPANY OF CANADA

[Redacted signature block for Aviva Insurance Company of Canada]

A2786




Copyright 2002

Canadian Construction Documents Committee

AIIC, Attorney-in-fact
Name of person signing

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

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
--	---

Subject Matter: 911 PSAP Redundant Line	
Report Information	
Department: CEDP	Attachments: Consultant Fee Proposal
Prepared By: James Warford	Council Meeting Date: 15 July 2019

Issue: This proposal covers consulting services of DMG Consulting Limited and their duties, rights and obligations as related to 911 PSAP redundant line.

Background: The City of Corner Brook is looking to provide detailed Engineering design, contract administration and inspection services for the installation of approximately 60 metres of underground conduit for the Corner Brook 911 PSAP redundant line.

Recommendation: Staff recommend Option 1, That the Council of the City of Corner Brook approve the Consultant Fee Proposal from DMG Consulting Limited in the amount of \$7,877.50 (HST Included), for consulting services related to 911 PSAP Redundant Line and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve the Consultant Fee Proposal from DMG Consulting Limited in the amount of \$7,877.50 (HST Included), for consulting services related to 911 PSAP Redundant Line.

Options:


1. That the Council of the City of Corner Brook approve the Consultant Fee Proposal from DMG Consulting Limited in the amount of \$7,877.50 (HST Included), for consulting services related to 911 PSAP Redundant Line.
2. That the Council of the City of Corner Brook not execute the agreement with DMG Consulting Limited for consulting services related to 911 PSAP Redundant Line.
3. That the council of the City of Corner Brook give other direction to staff.

Legal Review:

Governance Implications: Sole Sourced

Budget/ Financial Implications: \$63,000, PSAP

Environmental Implications: None

 <p>CORNERBROOK</p>	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
---	--

<p>Prepared by: James Warford</p>	<div style="background-color: black; width: 100%; height: 100%;"></div>
<p>Director: Darren Charters</p>	
<p>City Manager: Rodney Cumby</p>	
<p>Date: July 10, 2019</p>	

July 17/19

Additional Comments by City Manager:

CONSULTANT FEE PROPOSAL

Project Name	911 PSAP redundant line
Project Representative	James Warford, P. Eng.
Firm	DMG Consulting Ltd.
Date Submitted	July 10, 2019

Consultant Fee Proposal

	Fee
<u>Project Scope of Work</u>	
Preliminary Engineering	\$1,900
Design and Contract Documents	\$4,950
Tendering and Contracts Award	
Contract Administration	
Project Completion Phase and Record Drawings	
<u>Other Additional Services (at cost) - List Additional Required Services as required:</u>	
Service: Resident Inspection During Construction (see note below)	
Service: Project Expenses for Professional Services	
Total Basic and Other Services Fees (excluding HST)	
Additional Reimbursable Allowances per PCA	-\$1,000
Sub – Total (excluding HST)	\$6,850

Notes:

~~For the purpose of this quotation Resident Inspection is assumed to be 5 days.~~

CONSULTANT FEE PROPOSAL

Project Name	911 PSAP redundant line
Project Representative	James Warford, P. Eng.
Firm	DMG Consulting Ltd.
Date Submitted	July 10, 2019

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 Municipal Affairs and Environment.

Professional	Rate	Assigned Team member
Senior Engineer	\$190	
Intermediate Engineer		
Junior Engineer		
Senior Architect		
Architect		
Architect Intern		
Senior Technologist	\$100	
Intermediate Technologist		
Junior Technologist		
Senior Technician		
Intermediate Technician		
Junior Technician		
Administrator		
Other:		

Schedule

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

☒ We propose the following schedule:

Project Start.....August 19, 2019

Issued for Tender Documents.....August 26, 2019

Completion.....September 13, 2019

Addendum

☒ We acknowledge receipt of Select Number of Addendums addendums issued for this project. 0

CONSULTANT FEE PROPOSAL

Project Name	911 PSAP redundant line
Project Representative	James Warford, P. Eng.
Firm	DMG Consulting Ltd.
Date Submitted	July 10, 2019

Other Comments


Consultant Representative



Sig

Senior Project Engineer (Civil/Structural)

Title

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
---	---

Subject Matter: Combined Sewer Separation Phase 3 – Amendment 12	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Amendment No. 12
Prepared By: Jim Warford	Council Meeting Date: July 15, 2019

Issue: Project Engineering costs were based on a one hundred and thirty (130) day construction schedule. This PCA Amendment covers engineering costs and project management costs associated with the schedule overrun for June 2019.

Background: Consultant services for the Combined Sewer Separation has been provided by Newfoundland Design Civil Limited overseeing Phase's 1, 2, and 3.

Recommendation: Approve the amended Standard Form of Agreement between (City of Corner Brook) and Prime Consultant (Newfoundland Design Civil Limited) Combined Sewer Separation Phase 3 required for additional engineering costs and project management costs.

Be it resolved that the Council of the City of Corner Brook approve the PCA Amendment No. 12 for the Combined Sewer Separation Phase 3 2017-22 for Newfoundland Design Civil Limited in the amount of \$24,022.35 (HST included).

Options:


1. That the Council of the City of Corner Brook execute the PCA Amendment for Newfoundland Design Civil Limited.
2. That the Council of the City of Corner Brook not execute the PCA Amendment for Newfoundland Design Civil Limited.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

Governance Implications:

Budget/Financial Implications: 17-CWWF-17-00125

Environmental Implications: NA

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
---	--

Prepared by: Jim Warford	[Redacted]	
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: July 10, 2019		

Additional Comments by City Manager:

Government of Newfoundland & Labrador
Department of Municipal Affairs & Environment
PCA Amendment – Change Order Notice

Page 1 of 2

Form # 5A

February 2019

Corner Brook
PROJECT NAME: Combined Sewer Separation, Phase 2/3 DMAE PROJECT No.: 17-CWWF-17-00125
(Phase 3)
CHANGE ORDER NUMBER: 12 (Bulldog Construction) DATE: July 4, 2019

.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 copy 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 Engineers Signature. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

Project engineering costs were based on a one hundred and thirty (130) day construction schedule. This PCA CO covers engineering costs and project management costs associated with the schedule overrun for June 2019. See attached.

.4 EFFECT OF CHANGE ON CONTRACT

This change order (will **will Not**) affect the approved completion date (**Circle correct statement**).

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

WORKING DAYS: 0 REVISED COMPLETION DATE: June 30, 2019

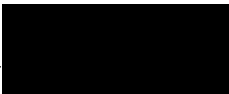
The change described in Item 3 above will affect the current contract amount as follows:

AMOUNT

() No Change

(☒) Addition to Contract including GST payable by the Owner \$24,022.35

() Deduction from Contract including GST payable by the Owner \$

CONSULTANT:  (Signature)

Government of Newfoundland & Labrador
Department of Municipal Affairs & Environment
PCA Amendment – Change Order Notice

Page 2 of 2


Form # 5A

February 2019

Authorized Contract Amount	\$ 627,817.20
Previous Change Orders	\$ 215,345.86
This Change Order	\$ 24,022.35
New Approved Contract Amount	\$ 867,185.41

.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: _____

.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:

- 1) A copy of this document signed by Town and Consultant.
- 2) An up to date Schedule II and III of current approved Prime Consultant Agreement (PCA) including all previous approved change orders, include requested changes as per specific line items identified in Schedule II and III, and a revised PCA Schedule II and III based on requested changes as per applicable appendix "A" or "B" identified below. (This information is necessary for Project Representatives to update MSIS.)

"Appendix A" – Water, Sewer, and Municipal Roads

"Appendix B" – Building & Treatment Facilities

- 3) 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 Regional Engineer signature will be returned to the Consultant for distribution to all applicable parties.

Include Appendix "A" and "B" Below

Appendix A
SCHEDULE II – Water, Sewer, & Municipal 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 and Contract Documents	\$ 8,910.00		\$ 8,910.00
- Tendering and Contracts Award			
- Contract Administration	\$135,038.50	\$2,215.00	\$137,253.50
• Project Completion Phase and Project Record Drawings	\$ 8,960.00		\$ 8,960.00
• Other Additional Services:			
- Resident Services during construction	\$282,985.00	\$9,768.00	\$292,753.00
- Project Management Services	\$125,784.50	\$8,906.00	\$134,690.50
o Enter Description			
• Prime Consultant Project Expenses for above services	\$116,507.25		\$116,507.25
Total Basic and Other Services Fees	\$678,185.25	\$20,889.00	\$699,074.25
Total Additional Reimbursable Allowance (From Schedule III)	\$ 55,000.00		\$ 55,000.00
Total Service Fee (Less HST) (Total Schedules II + III)	\$733,185.25	\$20,889.00	\$754,074.25
HST	\$109,977.79	\$3,133.35	\$113,111.14
Total Service Fee (Including HST)	\$843,163.04	\$24,022.35	\$867,185.39

Appendix A
SCHEDULE III – Water, Sewer, & Municipal 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			
- Enter Description			
- Enter Description			
• Water Main Leakage Detection			
• Sewer main Infiltration Detection			
• Enter Description			
• Enter Description			
Total Additional Reimbursable Allowances			

PCA CHANGE ORDER NO. 12

Engineering and Project Management costs are based on a one hundred and thirty (130) day construction schedule. This PCA CO covers the additional engineering costs in June 2019, as follows:

Project Management =	\$ 8,906.00
Contract Admin =	\$ 2,215.00
Resident Site Services =	\$ 9,768.00
Expenses =	\$ --

<u>Subtotal</u>	<u>\$20,889.00</u>
<u>HST</u>	<u>\$ 3,133.35</u>
<u>Total</u>	<u>\$24,022.35</u>

Engineering Fee Schedule (PCA Amendment No. 12)

Table 1 - Fee Proposal for : Newfoundland Design Civil Limited


DMA Project # : 17-CWWF-17-00125

Municipality of : City of Corner Brook

Project Name : Combined Sewer Separation Phase 2/3

Task Description	Project Manager	Civil Engineer	Sr. Civil Technologist	Civil Technologist	Secretarial	Site Rep. (G.C.)	Assist. Site Rep.	Classification Name	Classification Name	Total Fees
Basic Services										
Preliminary Engineering										
Other:										
Total Hours	0	0	0	0	0	0	0	0	0	
Rate/Hr	\$ 160.00	\$ 105.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	
Preliminary Engineering Fee Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design and Contract Documents										
Total Hours	0	0	0	0	0	0	0	0	0	
Rate/Hr	\$ 160.00	\$ 105.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	
Design and Contract Document Fee Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tendering and Contract Awards										
Total Hours	0	0	0	0	0	0	0	0	0	
Rate/Hr	\$ 160.00	\$ 105.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	
Tender and Contract Award Fee Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Administration										
Total Hours	9	0	7	0.5		111		0	0	
Rate/Hr	\$ 160.00	\$ 105.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	
Contract Administration Fee Totals	\$ 1,440.00	\$ -	\$ 735.00	\$ 40.00	\$ -	\$ 9,768.00	\$ -	\$ -	\$ -	\$ 11,983.00
Project Completion Phase and Project Record Drawings										
Total Hours	0	0	0	0	0	0	0	0	0	
Rate/Hr	\$ 160.00	\$ 105.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	
Project Completion Phase and Projects Record Drawings Fee Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Additional Services										
Project Management										
Other:										
Total Hours	16.5	0	0	0	2	0	80	0	0	
Rate/Hr	\$ 160.00	\$ 105.00	\$ 105.00	\$ 80.00	\$ 53.00	\$ 88.00	\$ 77.00	\$ -	\$ -	
Project Management Fee Totals	\$ 2,640.00	\$ -	\$ -	\$ -	\$ 106.00	\$ -	\$ 6,160.00	\$ -	\$ -	\$ 8,906.00
Prime Consultant Project Expenses										

Task Description	Project Manager	Civil Engineer	Sr. Civil Technologist	Civil Technologist	Secretarial	Site Rep. (G. C.)	Assist. Site Rep.	Classification Name	Classification Name	Total Fees
Basic Services										
Total Basic and Other Service Fees										\$ 20,889.00
Total Additional Reimbursable Allowance (From Schedule III)										
Total Service Fee (Less HST)										\$ 20,889.00
(Total Schedule II + III)										\$ 3,133.35
HST @ 15%										\$ 3,133.35
Total Service Fee (Including HST)										\$ 24,022.35

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

Subject Matter: Council Travel Report – January – June 2019	
Report Information	
Department: Finance & Administration	Attachments: Council Travel Report
Presented By: Dale Park	Council Meeting Date: July 8, 2019

Topic: To present the council travel report for January – June 2019.

Background: The City of Corner Brook Council Remuneration and Reimbursement Regulations states that "A summary of Council travel expense by Councilor will be provided to Council semi-annually and reported on at a public meeting".

Objective: To follow the Council Remuneration and Reimbursement Regulation and present the Council Travel report.

Governance Implications: Policy requires semiannual updates at the public meeting.

Budget/Financial Implications: Council travel is within budget.

Environmental Implications: N/A

Prepared by: Alicia Park	
Director: Dale Park	
City Manager: Rodney Cumby	
Date: July 2, 2019	

July 4/19

Additional Comments by City Manager:

TRAVEL EXPENSE COUNCIL - January 1 - June 30, 2019


Name	Month	Purpose/Destination	Amount	Sub-Total	Total
<u>Jim Parsons</u>	January 2019	MNL Urban Municipalities Committee Meeting - Gander			
					\$ 394.88
	March 2019	MNL Urban Municipalities Committee Meeting - Stephenville			
					\$ 246.10
	May 2019	FCM Conference - Quebec City			
					\$ 3,668.64
			Total Travel Jim Parsons		\$ 4,309.62
<u>Bill Griffin</u>	May 2019	FCM Conference - Quebec City			
					\$ 4,129.94
			Total Travel Bill Griffin		\$ 4,129.94
<u>Tony Buckle</u>	May 2019	Municipal Symposium - Gander			
					\$ 566.13
	June 2018	FCM Conference - Quebec City			
					\$ 3,747.49
			Total Travel Tony Buckle		\$ 4,313.62
<u>Josh Carey</u>					
					\$ -
<u>Linda Chaisson</u>					
					\$ -

TRAVEL EXPENSE COUNCIL - January 1 - June 30, 2019

Name	Month	Purpose/Destination	Amount	Sub-Total	Total
<u>Bernd Staeben</u>					
<u>Vaughn Granter</u>					
					<div>\$ -</div>

GRAND TOTAL	\$ 12,753.18
-------------	--------------

Total travel previous year January - June 2018	\$6,343.04
Total Travel for current year January - June 2019	\$12,753.18
Difference in semi-annual travel totals	-\$6,410.14

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
--	--

Subject Matter: Adoption of Proposed Municipal Plan Amendment MP19-02 and Development Regulations Amendment DR19-02 – Housekeeping Amendment to Allow Solid Waste Uses in the Rural Designation and Land Use Zone

Report Information

Department: Community, Engineering, Development and Planning

Attachments:
MP 19-02 Amendment
DR 19-02 Amendment

Prepared By: Deon Rumbolt

Council Meeting Date: July 15, 2019

Issue:

The principal purpose of the Amendment is to allow Council to consider the approval of uses under the ‘solid waste’ use class in the ‘Rural (R)’ designation (also see associated Development Regulations Amendment DR19-02). As the Integrated Municipal Plan 2012 (henceforth “Municipal Plan”) is currently structured, said uses are limited to the ‘Solid Waste / Scrap Yard (SW/SY)’ designation.

Background:

At a regular meeting of Council held on April 8, 2019 and pursuant to section 14 of the *Urban and Rural Planning Act, 2000* (henceforth the “Act”), Council resolved to proceed with public consultation for the above-noted proposed amendments to the Municipal Plan and Development Regulations. The amendments were posted on the City’s website on April 12, 2019. Members of the public were invited to inspect the proposal at City Hall; however, staff received no inquiries on the submission. In accordance with section 15 of the Act, the Local Governance and Planning Division of the Department of Municipal Affairs and Environment issued their release of the proposed amendments on June 18, 2019.

Proposed Resolution: The Corner Brook City Council RESOLVES to:

- (1) Adopt proposed text amendment MP19-02 to the City of Corner Brook’s Integrated Municipal Sustainability Plan 2012;
- (2) Adopt proposed text amendment DR19-02 to the City of Corner Brook’s 2012 Development Regulations;
- (3) Set August 19, 2019, 7:00 p.m. in Council Chambers of City Hall for the tentative Public Hearing;
- (4) Authorize staff to give statutory notice of adoption of the proposed amendments;



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

- (5) Authorize staff to cancel the Public Hearing in the event that no objections are received, or no member of the public expresses intent to attend the Public Hearing, 48 hours prior to the tentative Public Hearing; and
- (6) Appoint Gerard Martin to preside over the scheduled Public Hearing.

Recommendation:

The principal purpose of the Municipal Plan Amendment MP19-02 is to allow Council to consider the approval of uses under the 'solid waste' use class in the 'Rural (R)' designation (also see associated Development Regulations Amendment DR19-02). As the Integrated Municipal Plan 2012 (henceforth "Municipal Plan") is currently structured, said uses are limited to the 'Solid Waste / Scrap Yard (SW/SY)' designation.

The proposed amendments were triggered by a development proposal off of the North Shore Highway, near the site of the existing Wild Cove Waste Disposal Site. The proponent continues to work with staff in preparing a development application for an organic waste diversion project. The tentative proposal also includes small-scale agriculture (goat farm and vegetable gardens), office, and maintenance garage. The proponent intends on partnering with Memorial University, Grenfell Campus in providing research opportunities for their upcoming PhD in Sustainability program. It is important to note that Council would review the detailed development application at a later date, as a discretionary use, if the amendments are approved and registered. This would also entail additional public notice, requiring advertisement of the specific development application, pursuant to regulation 26 of the City's Development Regulations.

The 'Rural (R)' designation currently allows Council to consider uses of a similar nature and land use impact, as stipulated under policy 08.:

08. Scrap yards, including associated recycling operations, mineral workings, and rural industries may be permitted at suitable locations within the Rural area subject to a Land Use Assessment Report. If the operation is deemed appropriate, the Authority shall impose conditions to ensure provisions are made for environmental protection, buffering, site maintenance, any aesthetic or view plane considerations, and proper site access. [Emphasis added]

Amendment MP19-02 proposes to add solid waste uses to policy 08. of the 'Rural (R)' designation, in effect allowing Council to consider said uses as discretionary in the associated 'Rural (R)' use zone of the Development Regulations.



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

Further, there are currently conflicting policies in the Municipal Plan pertaining to scrap yard uses.

Policy 08. of the 'Rural (R)' designation reads:

08. Scrap yards, including associated recycling operations, mineral workings, and rural industries may be permitted at suitable locations within the Rural area subject to a Land Use Assessment Report. If the operation is deemed appropriate, the Authority shall impose conditions to ensure provisions are made for environmental protection, buffering, site maintenance, any aesthetic or view plane considerations, and proper site access. [Emphasis added]

Policy 03. of the 'Solid Waste / Scrap Yard (SW/SY)' designation reads:

03. Scrap yards shall only be located in Solid Waste/Scrap Yard zones and any new scrap yard locations shall be defined on the Development Regulation maps. Scrap yards may also include recycling operations and activities. [Emphasis added]


This amendment thus also provides the opportunity to perform housekeeping changes to rectify this conflict.

The Municipal Plan was initially structured to confine solid waste uses to the 'Solid Waste / Scrap Yard (SW/SY)' designation and associated use zone. This Amendment also proposes to amend the policies of this designation to afford the flexibility of considering solid waste uses in other areas of the City that are appropriately designated and zoned under the Municipal Plan and Development Regulations, respectively (e.g. 'Rural (R)' designation and zone).

Implications of Recommendation

The adoption of the proposed amendments would be indication that Corner Brook City Council supports the proposal as presented, with the intent to hear any objections and representations of the public prior to rendering a final decision on the proposal. If Council is not supportive with the proposal as is, and would like staff to provide additional information and/or revise the proposed amendments, Council is advised to do so at this stage in the process.

Financial implications of adoption include advertising the proposal twice in the newspaper and retaining commissioner services to preside over the Public Hearing. The cost of commissioner services are anticipated to be substantially reduced in the event the Public Hearing is cancelled 48 hours prior to the scheduled date/time.

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
---	---

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

1. Approve Amendment as proposed;
2. Refuse adoption of the proposed amendments and provide appropriate planning rationale for the refusal
3. Postpone adoption of the proposed amendments, requesting additional information from staff.

Legislative Authority: *Urban and Rural Planning Act, 2000, sections 16, 17, 18, 19, and 21*

Legal Review: *N/A*


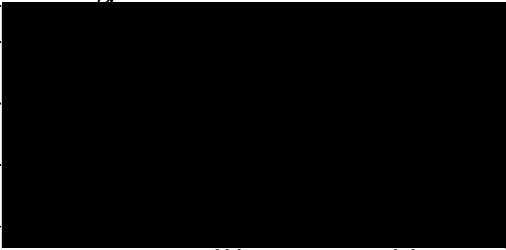
Governance Implications: *(What are the policy/bylaw implications, do we need to a new policy/bylaw)*

Budget/Financial Implications: *(1) Two newspaper publications (Western Star), (2) City Central Ad, and (3) Commissioner services (variable)*

Environmental Implications: *N/A*

Communication Strategy: In accordance with section 17 of the Act, Notice of Adoption and Public Hearing must be advertised twice in a local newspaper (Western Star) prior to the Public Hearing. The first notice must be published no sooner than 14 days prior to the tentative Public Hearing; and the second notice must be posted any time between the first notice and the tentative date of the Public Hearing. As with the public consultation stage, the notices will request written comments/representations from the public that may support or oppose the proposed amendments. The same will be advertised on the City's Integrated Municipal Sustainability Plan / Development Regulations Amendments web page and posted in the lobby at City Hall.

If Council adopts and gives final approval of the proposed amendments, the next required public communication in the newspaper will include Notice of Registration in accordance with subsection 24(2) of the Act.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>	
<p>Prepared by: Deon Rumbolt</p>		
<p>Director: Darren Charters</p>		
<p>City Manager: Rodney Cumby</p>		
<p>Date: July 10, 2019</p>		

Additional Comments by City Manager:



Integrated Municipal Sustainability Plan 2012

Municipal Plan Amendment No. MP19-02

June, 2019

Prepared by:



Contents

1. Type	1
2. Purpose	1
3. Public Consultation	3
4. Provincial Release	3
5. Adoption by Council and Public Hearing	3
6. Approval by Council	3
7. Statement	3

1. Type

Municipal Plan Amendment No. MP19-02 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012 (henceforth the "Amendment") is a text amendment.

2. Purpose

The principal purpose of the Amendment is to allow Council to consider the approval of uses under the 'solid waste' use class in the 'Rural (R)' designation (also see associated Development Regulations Amendment DR19-02). As the Integrated Municipal Plan 2012 (henceforth "Municipal Plan") is currently structured, said uses are limited to the 'Solid Waste / Scrap Yard (SW/SY)' designation.

The 'Rural (R)' designation currently allows Council to consider uses of a similar nature and land use impact, as stipulated under policy 08.:

08. Scrap yards, including associated recycling operations, mineral workings, and rural industries may be permitted at suitable locations within the Rural area subject to a Land Use Assessment Report. If the operation is deemed appropriate, the Authority shall impose conditions to ensure provisions are made for environmental protection, buffering, site maintenance, any aesthetic or view plane considerations, and proper site access. [Emphasis added]

The Amendment proposes to add solid waste uses to policy 08. of the 'Rural (R)' designation, in effect allowing Council to consider said uses as discretionary in the associated 'Rural (R)' use zone of the Development Regulations.

Further, there are currently conflicting policies in the Municipal Plan pertaining to scrap yard uses.

Policy 08. of the 'Rural (R)' designation reads:

*08. **Scrap yards**, including associated recycling operations, mineral workings, and rural industries **may be permitted at suitable locations within the Rural area** subject to a Land Use Assessment Report. If the operation is deemed appropriate, the Authority shall impose conditions to ensure provisions are made for environmental protection, buffering, site maintenance, any aesthetic or view plane considerations, and proper site access. [Emphasis added]*

Policy 03. of the 'Solid Waste / Scrap Yard (SW/SY)' designation reads:

*03. **Scrap yards shall only be located in Solid Waste/Scrap Yard zones** and any new scrap yard locations shall be defined on the Development Regulation maps. Scrap yards may also include recycling operations and activities. [Emphasis added]*

This amendment thus also provides the opportunity to perform housekeeping changes to rectify this conflict.

The Municipal Plan was initially structured to confine solid waste uses to the 'Solid Waste / Scrap Yard (SW/SY)' designation and associated use zone. This Amendment also proposes to amend the policies of this designation to afford the flexibility of considering solid waste uses in other areas of the City that are appropriately designated and zoned under the Municipal Plan and Development Regulations, respectively (e.g. 'Rural (R)' designation and zone).

3. Public Consultation

In accordance with section 14 of the Act, City staff conducted public consultation by advertising the Amendment on the City's website on April 12, 2019. City staff provided the public with opportunity to inspect and provide comments on the Amendment. No concerns or objections were raised during the public consultation stage of the proposed amendment.

4. Provincial Release

TBD

5. Adoption by Council and Public Hearing

TBD

6. Approval by Council

TBD

7. Statement

The City of Corner Brook's Integrated Municipal Sustainability Plan 2012 is amended by:

(A) Repealing the entirety of text under subsection '4.10 RURAL' and replacing with the following text:

4.10 RURAL

4.10.1 Context

The Rural designation serves to protect the natural environment by only permitting land use activities that are compatible while still retaining the qualities of a rural setting. The primary uses of agriculture, forestry, recreational open space, solid waste, scrap yard, and limited rural industries which do not create a demand for

municipal services nor encourage ribbon development along the road network are appropriate for these areas.

It is recognized that rural land suitable for agriculture is often also preferred by developers for residential subdivision and other large scale development because of more gentle topography and less challenging soil conditions; however, due to the limited regions of fertile, agricultural conditions in the province, Rural lands identified as suitable agricultural land by the Government of Newfoundland and Labrador shall be protected from non-agricultural uses

The Authority acknowledges that in some Rural Zones, older houses, or in some cases entire streets, are located in areas designated as Rural. Normally, the intent is that these uses would be considered as a non-conforming use and should not increase in intensity while these deficiencies exist or that the use would discontinue entirely in some cases. An exception to this is with respect to single dwellings that have been developed or are proposed to be developed in association with an agricultural or forestry operation in accordance with the requirements for that use.

Within the City of Corner Brook, there are houses located in Rural Zones that have not been developed in association with an agricultural or forestry operation but exist as a result of the historical or natural growth of the city. Factors such as amalgamation of the four original communities which make up the present day City of Corner Brook; municipal and planning area boundary expansions; development which occurred prior to formal planning processes; remote areas where municipal services are absent altogether or the where current municipal services, conditions or road standards are not able to be met, have resulted in dwellings that may be considered as a separate classification of use and can be assessed as a Discretionary Use of the Zone.

4.10.2 Objectives

01. To protect the rural nature of those lands occurring outside of the Municipal Service Area Boundary.

02. To prevent ribbon development and municipal services from extending into Rural Areas.

03. To permit select land use activities that may be accommodated on the periphery of the City's development area which do not negatively impact the natural environment or create a demand for municipal or other city services.

04. To protect agricultural lands occurring in the Rural Designation.

05. To permit the replacement, repair, renovation or extension of existing dwellings in the Rural Zone with a single dwelling which will not negatively affect the natural environment, will not have a detrimental or prejudicial impact on other permitted or discretionary uses of the zone, are not located in an area subject to environmental hazard, nor create a demand for municipal or other services.

4.10.3 Policies

01. Any building activity in the Rural areas shall be undertaken in a manner which is in keeping with the qualities of the surrounding landscape and will mitigate adverse environmental impacts on the amenities of the area.

02. Development permitted in Rural areas shall include non-intensive uses such as agriculture and forestry that do not create a demand for municipal services nor encourage ribbon development along the road network.

03. Wherever and whenever possible, the reforestation of rural land which is not suitable for agricultural purposes will be encouraged.

04. Forestry and agricultural operations in close proximity to the urban areas will be restricted to those which will not constitute a hazard or disturbance to existing or proposed development.

05. Future cemetery sites shall be limited to an expansion of Mount Patricia Cemetery. This will serve to eliminate an unnecessary land use within the urban serviced area and to meet additional requirements for this purpose. Cemeteries within this context are understood to refer to human cemeteries.

06. Pet cemeteries may be located within the Rural areas at suitable locations which do not require water and sewer services nor create additional traffic or need

for other municipal services such as fire protection or road maintenance/snow clearing.

07. Pet cemeteries operated as private facilities will be required, at the time of application, to prepare operating plans that identify and make provision for the removal or disposal of animal remains in the event of closure of the facility or as a result of a change of use at the site.

08. Scrap yards, including associated recycling operations, mineral workings, uses under the solid waste use class, and rural industries may be permitted at suitable locations within the Rural area subject to a Land Use Assessment Report. If the operation is deemed appropriate, the Authority shall impose conditions to ensure provisions are made for environmental protection, buffering, site maintenance, any aesthetic or view plane considerations, and proper site access.

09. The area of Tower Road, south of Lewin Parkway, has come under increasing development pressure and in order to consider development in this area, a Land Use Assessment Report will be required for all development proposals.

10. Development in the Watson's Pond area shall be confined to non-intensive uses such as agriculture and forestry and other uses that do not require water and sewer services until such time as a determination has been made whether to extend industrial development in the area or to permit more recreational use in the area. In this regard, a thorough review of water supply requirements must be conducted by the Engineering Services Division and the Fire Department.

11. Outdoor assembly, outdoor market, veterinary, animal, and service station uses may be permitted at appropriate locations within Rural areas where the operation is deemed appropriate and where a system of water and sewer services and fire protection services, acceptable to the Authority, can be made available.

12. Transportation uses including airfields and dock facilities may only be developed at appropriate locations within Rural areas where their development and use will not create a demand for municipal services nor upgrading and maintenance of existing or proposed access roads. More intensive dockyard and transportation facilities are to be located in approved industrial or otherwise suitable locations which are serviced with municipal water and sewer.

13. Large scale development proposals which are sufficiently comprehensive and will occupy a minimum area of 1 hectare (10,000 m²) may require a change in land use and zoning in order to conform to the proper land use designation of the Municipal Plan.

14. In an effort to provide increased rights to residents living in Rural land use designations to be able to: (1) extensively renovate; (2) expand the existing dwelling to a maximum of 50% of the original total floor area; or (3) replace the existing dwelling to a maximum of 150% of the original total floor area, by choice and not as a result of fire or other damage, existing dwellings will be recognized as discretionary uses, provided that the location of the dwelling does not conflict with any plan, scheme or other intention of Council to develop the area for other purposes or if it will not have detrimental impact or prejudice the development of existing or other permitted or discretionary uses of the zone. Applications for the replacement, extensive renovation, repair or extension of existing residential dwellings will be subject to a public notification process and Council approval, in accordance with the requirements for Discretionary Use. Houses accidentally damaged or destroyed by fire, flood or other causes may also be repaired or replaced in accordance with these standards.

(B) Repealing the entirety of text under subsection '4.12 SOLID WASTE/SCRAPYARD' and replacing with the following text:

4.12 SOLID WASTE/SCRAPYARD

4.12.1 Context

The sanitary landfill site at Wild Cove is the location for solid waste disposal for the City of Corner Brook. The disposal method consists of compaction and a covering layer of soil or other acceptable substance with hazardous materials being stored and disposed of separately from other non-toxic waste materials.

Scrap yards are an intrusive feature upon the landscape and require specific screening and careful consideration prior to their location. As well, because of some of the materials which may be present at scrap yard locations and the volume of scrap material, the buffering from water bodies and other land uses must be adequate.

4.12.2 Objective

To guide and shape the development of solid/waste scrap yards in such a way that adverse impacts to the natural landscape, physical environment and citizens of Corner Brook are minimized.

4.12.3 Policies

01. The land fill site at Wild Cove is the City's designated sanitary landfill site and shall remain in place for the time of the present Municipal Plan or until such time as a new sanitary landfill site may be designated and it shall be monitored as to the possible environmental and social impacts of the facility as the City develops.

01.A. Despite policy 01., Council may consider the approval of other uses under the solid waste use class in other areas of the City that are appropriately designated and zoned under the Municipal Plan and Development Regulations respectively. This may include, for example, considering the approval of private solid waste operations where market demand exists for such business operations.

02. Recycling operations may be considered at the Wild Cove landfill site when the operation can be carried out effectively from the site and when the material required for the activity forms part of the normally disposed of substances at the landfill site and when the operation will not require or create a demand for municipal water and sewer services.

03. Scrap yards may be located in Solid Waste/Scrap Yard zones. Scrap yards may also include recycling operations and activities.

04. No scrap yard will be permitted to cause the pollution of any watercourse. Adequate vegetation or other buffering must be in place prior to the operation of the scrap yard.

05. Any scrap yard operations within the Municipal Planning Area shall be conducted so that no nuisance or danger is caused to the general public and the scenic beauty of the surrounding area is preserved. In order to preserve the scenic beauty and amenity of the area, operations will generally be restricted to areas not exposed to public view.

06. Upon the cessation of any scrap yard use, the area shall be cleaned of any debris and hazardous/toxic materials and the site rehabilitated and returned as much as possible to its original state or left in a condition where other compatible development may be accommodated on the site.

07. Approval of a development application for a scrap yard must include a rehabilitation plan which would take effect when it has been determined to the satisfaction of the Authority that the operation has ceased to exist. A Land Use Assessment Report may also be required.



2012 Development Regulations

Development Regulations Amendment No. DR19-02

June, 2019

Prepared by:



Contents

1. Type	1
2. Purpose	1
3. Public Consultation	1
4. Provincial Release	2
5. Adoption by Council and Public Hearing	2
6. Approval by Council	2
7. Amendment Statement	2

1. Type

Development Regulations Amendment No. DR19-02 to the City of Corner Brook's 2012 Development Regulations (henceforth the "Amendment") is a text amendment.

2. Purpose

The principal purpose of the Amendment is to allow Council to consider the approval of uses under the 'solid waste' use class in the 'Rural (R)' zone (also see associated Municipal Plan Amendment MP19-02). As well as adding 'solid waste' as a discretionary use class to the 'Rural (R)' zone, this Amendment also proposes to add a definition of 'solid waste' as a housekeeping, clarification item.

3. Public Consultation

In accordance with section 14 of the Act, City staff conducted public consultation by advertising the Amendment on the City's website on April 12, 2019. City staff provided the public with opportunity to inspect and provide comments on the Amendment. No concerns or objections were raised during the public consultation stage of the proposed amendment.

4. Provincial Release

TBD

5. Adoption by Council and Public Hearing

TBD

6. Approval by Council

TBD

7. Amendment Statement

The City of Corner Brook's 2012 Development Regulations are amended by:

(A) Repealing the use zone table under regulation '158. Rural' and replacing with the following table:

USE ZONE TABLE

158. RURAL

PERMITTED USE CLASSES - (see Regulation 127)

Agriculture, forestry.

DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)

Outdoor assembly, single dwelling, single dwelling (existing), veterinary, outdoor market, general industry, service station, mineral working, recreational open space, conservation, transportation, animal, antenna, hazardous industry, cemetery**, solid waste****

(See condition no. 8) **(See condition no. 9) * (See condition no. 11)*

(B) Adding the following condition in numerical order under regulation '158. Rural':

11. Solid Waste

The authority may use the requirements of the 'Solid Waste / Scrap Yard (SW/SY)' use zone (see regulation 159) as a guide in potentially attaching conditions to an approval of a solid waste use in the 'Rural (R)' zone. (See also regulation 25. regarding attaching conditions to an approval.)

(C) Adding the following definition in alphabetical order under 'Schedule A: Definitions':

SOLID WASTE: means a use where garbage and waste is collected, stored, and/or treated permanently in open or covered pits or temporarily indoors or outdoors for further processing or treatment off-site and may include administrative functions associated with the use. Offices and indoor storage (warehouses) may be accessory uses.

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO ADOPT
DEVELOPMENT REGULATIONS AMENDMENT NO. DR19-02

Under the authority of Section 16 of the *Urban and Rural Planning Act, 2000*, the City of Corner Brook adopts Development Regulations Amendment No. DR19-02 to the City of Corner Brook's 2012 Development Regulations.

Adopted by the City Council of Corner Brook on the _____ day of _____, 2019.

SIGNED AND SEALED this _____ day of _____, 2019.

Mayor: _____

City Clerk: _____

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment was prepared in accordance with the requirements of the *Urban and Rural Planning Act, 2000*.

IMSP and Development Regulation Amendments

An amendment to either the Integrated Municipal Sustainability Plan (IMSP) or the Development Regulations involves a change to either specific text or a specific map. A text amendment may involve changing one work or many sections of the IMSP and/or Development Regulations, with no change to the land use mapping. An example of a text amendment could involve the addition or removal of a condition for a specific use; i.e. adding a condition that addresses reduced setbacks on side yards. An amendment to the land use zoning maps could involve a change to the boundaries and designation of one, several or all zones. If a zoning amendment is successful, the land is then capable of supporting all uses, permitted and discretionary, of the new zone. The City uses this webpage as one method of delivery to give notice to the residents of Corner Brook whenever a proposal has been requested to amend the IMSP or the Development Regulations.

Recently Proposed Amendments

Cancellation of Commissioners Hearing

Please take notice that the Corner Brook City Council has cancelled the tentative public hearing for proposed Municipal Plan Amendment MP19-01 and Development Regulations Amendment DR19-01 (see summary of proposed amendments below, as per previous post). The public hearing was scheduled for 7:00 p.m., May 2, 2019 in Council chambers at City Hall. Where no objections were received—or no member of the public indicated they would like to attend the public hearing and make representation—by 7:00 p.m. on April 30, 2019, staff (as directed by Council) cancelled the public hearing in accordance with subsection 21(1) of the *Urban and Rural Planning Act, 2000*.

City Council will now be considering the proposed amendments for final approval at a regular meeting on May 8, 2019. If approved, the amendments must be submitted to the provincial government for ministerial approval and registration prior to legal enactment. In accordance with subsection 24(2), the amendments will not be in legal force and effect until notice of registration is given via the NL Gazette and Western Star.

Although the City is no longer accepting and considering objections for this amendment application, you may contact the Planning Office at 637-1554 during regular business hours (Monday to Friday) to receive additional information on the application and amendment process to date.

MP/DR 19-01

"Take notice that the City of Corner Brook is re-posting proposed amendments to its Integrated Municipal Sustainability Plan (IMSP) and Development Regulations, in accordance with section 14 of the *Urban and Rural Planning Act*, 2000. This is a correction to the original posting regarding 162 Premier Drive, published on January 23, 2019. Due to the following correction, the closing date for comments is now extended until 4:30 p.m. on Friday, March 29, 2019.

The City of Corner Brook is considering amendments to its Integrated Municipal Sustainability Plan (IMSP) and Development Regulations, as per the following:

The City received an application to redevelop the lot at 162 Premier Drive (the former CBC property) to accommodate the construction of a five storey residential apartment building that is proposed to serve an age group of 55 years and greater. The former CBC building is also proposed for conversion to commercial vendor uses in the form of health related services to be available for both the lot residents and the general public. To accommodate this request, amendments are required to the IMSP and Development Regulations mapping that will change the land use designation and the land use zoning from Community Service (CS) and Open Space (OS) [emphasis added; correction from January 23, 2019 posting] to General Commercial (GC). Following the land use designation and zone change, discretionary approval from Council will be required for the apartment building and a commercial fitness area on the lot.

Click here to view the proposed Municipal Plan and Development Regulations amendments

Municipal Plan 19-01 Amendment Statement and Municipal Plan P19-01 Mapping

Development Regulation 19-01 Amendment Statement and Development Regulation 19-01 Mapping

Council requests that anyone wishing to provide comments on the proposed amendments do so in writing by 4:30 p.m., Friday, March 29, 2019. A response to this public notice shall form part of the public record. If you do not wish your name attributed to the comment, please advise the City when responding. Anyone wishing to inspect a copy of the proposed

amendments may do so by visiting City Hall during normal business hours, by contacting the Planning Office at 637-1554, or by visiting the City's website at www.cornerbrook.com."

MP/DR 19-02

Please take notice that the Corner Brook City Council is proposing to amend the City's Integrated Municipal Sustainability Plan 2012 (i.e. the Municipal Plan) and 2012 Development Regulations. Municipal Plan Amendment MP19-02 would allow Council to consider the approval of solid waste uses in the 'Rural (R)' future land use designation. Solid waste uses are currently limited to the 'Solid Waste / Scrap Yard (SW/SY)' designation. Associated Development Regulations Amendment MP19-02 proposes to add solid waste as a discretionary use class under the 'Rural (R)' use zone; and also proposes to define solid waste, where no definition is currently in place.

Click here to view the proposed Municipal Plan and Development Regulation amendments

Municipal Plan 19-02 Amendment Statement

Development Regulation 19-02 Amendment Statement

Council requests that anyone wishing to provide comments on the proposed amendments do so in writing by 4:30 p.m., Friday, April 19, 2019. A response to this public notice shall form part of the public record. If you do not wish your name attributed to the comment, please advise the City when responding. Anyone wishing to inspect a copy of the proposed amendments may do so by visiting City Hall during normal business hours, by contacting the Planning Office at 637-1554, or by visiting the City's website at www.cornerbrook.com."

Recently Approved Amendments

Questions/Contact

Planning staff are available to respond to all concerns related to zoning and amendments.

Planning Department – 709-637-1553 or 709-637-1578

A free version of Adobe Reader can be downloaded by following this link to the Adobe Reader download page.

May 3, 2019

Local Governance and Planning Division
 Department of Municipal Affairs and Environment
 4th Floor (West Block), Confederation Building
 P.O. Box 8700, St. John's, NL A1B 4J6
Attn: Ms. Carol Hanlon



Dear Ms. Hanlon:

Re: Section 15 (Review/Release) Submission – City of Corner Brook Municipal Plan Amendment MP19-02 and Development Regulations DR19-02

In accordance with section 15 of the *Urban and Rural Planning Act, 2000*, (henceforth "the Act") please find enclosed the following documentation for review/release:

- Proposed amendment MP19-02 to the City's Integrated Municipal Sustainability Plan 2012;
- Proposed amendment DR19-02 to the City's 2012 Development Regulations;
- One each, Resolution to Adopt and Resolution to Approve templates for proposed amendments MP19-02 and DR19-02; and
- In accordance with section 14 of the Act, evidence of public consultation, including notice of the proposed amendments on April 12, 2019 on the City's website.

If you have any questions regarding this submission, please contact me directly at smithcommunityplanning@gmail.com or (709) 740-3262. Please CC Deon Rumbolt (City of Corner Brook, Manager of Planning and Development, drumbolt@cornerbrook.com) on any future correspondence associated with this file. We look forward to your reply.

Sincerely,

Andrew C. Smith, MCIP
 SCP Planner

(709) 740-3262 □ smithcommunityplanning@gmail.com
smithcommunityplan.wix.com/home □ 11 Birch Drive, Kippens, NL, A2N 3P2



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

Subject Matter: Civic Square Organization for Vendors	
Report Information	
Department: Community Services/ Tourism	Attachments:
Prepared By: Glenda Simms	Council Meeting Date: June 24th 2019

Issue: Currently there is no fee or formal organizational structure in place for vendors, musicians, or other services which occupy the Civic Square during cruise ship calls and/or community events.

Background: *It was brought up in a meeting with the cruise ship network that there is no current support or regulation for vendors or performers in the Civic Square during cruise ship calls., It is important that the city implements a more structured procedure for allowing vendors access to space. Vendors could go through the outlined application and fee process to secure their place in the city square during calls. In return the City, through the tourism coordinator, would provide support to the registered vendors.*

Options:

1. That Council approve the implementation of the proposed Civic Square vendor structure.
2. That Council not approve the implementation of the proposed Civic Square vendor structure.
3. Council to provide alternative direction to Staff.


Recommendation: To accept the purposed organization and fee structure for vendor and other services in the Civic Square during cruise ship calls or other community events.

Be it RESOLVED that the Council of the City of Corner Brook approve the implementation of the Civic Square vendor structure.

Legal Review: N/A

Governance Implications: At this time it is not obvious that any additional bylaws or policies are required. Vendors will register with the city via the attached form and pay a small fee to use the Civic Square during cruise ship calls.

Budget/Financial Implications: There are limited financial implications. The initiative will generate additional revenue for the City. It is suggested that revenue generated through this initiative be used to continually improve tourism operations relating to cruise ship visits.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
---	--

Environmental Implications: Environmental implications are likely limited to garbage and refuse generated by tourists and vendors in the square.

Prepared by: Glenda Simms, Tourism Coordinator	[Redacted Signature Block]
Director: Darren Charters, CEDP	
City Manager: Rodney Cumby	
Date:	

Additional Comments by City Manager:



Corner Brook 2019 Vendor Table Application Form

Mail Application to: 5 Park Street, P.O. Box 1080, Corner Brook, NL, Canada, A2H 6E1

Vendor Business Name: _____

Contact Person Name: _____

Address: _____

City: _____ Postal Code: _____

Home Ph: _____ Business Ph: _____

Email: _____

Social Media links (Facebook/Twitter/Instagram if applicable):

Space Requested

Please indicate the table space number (s) you would like to book: _____

A layout map with numbered tables to choose from is available here: [Remembrance Square Tables.pdf](#)

Please indicate what dates you are booking for:

What category best describes your product/service?

- | | | |
|--|--------------------------------------|--|
| <input type="checkbox"/> Baked Goods | <input type="checkbox"/> Meats | <input type="checkbox"/> Prepared Foods |
| <input type="checkbox"/> Baked Goods (specialty) | <input type="checkbox"/> Music | <input type="checkbox"/> Preserves |
| <input type="checkbox"/> Books | <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Specialty Foods |
| <input type="checkbox"/> Clothing | <input type="checkbox"/> Not local | <input type="checkbox"/> Specialty Item |
| <input type="checkbox"/> Crafts | <input type="checkbox"/> Paintings | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Farmer | <input type="checkbox"/> Photography | |
| <input type="checkbox"/> Jewellery | <input type="checkbox"/> Plants | |

Do you make it, bake it, or grow it yourself?

- ☐ Yes
- ☐ No



Product Description. Please include a detailed list of ALL products you wish to sell
•
•
•
•
•
•
•
•
•
•
•
•
•
•
•
•
•
•
•

Have you been a vendor at a Civic Square event before?

- ☐ Yes
☐ No (new vendor)

Vendors who sell food products at any markets in Newfoundland and Labrador are required by the Province to hold a **Seasonal Food Establishment Licence**. If you will be selling food products, do you currently hold a Seasonal Food Establishment Licence?

- ☐ Yes ☐ No

https://www.servicenl.gov.nl.ca/forms/pdf/app_food_tobacco_lic.pdf

☐ I agree to abide by any policies and regulations outlined by the City of Corner Brook in accordance with provincial and municipal regulations.

☐ Please add my information to the vendor page on the Community directory page of the City of Corner Brook website.

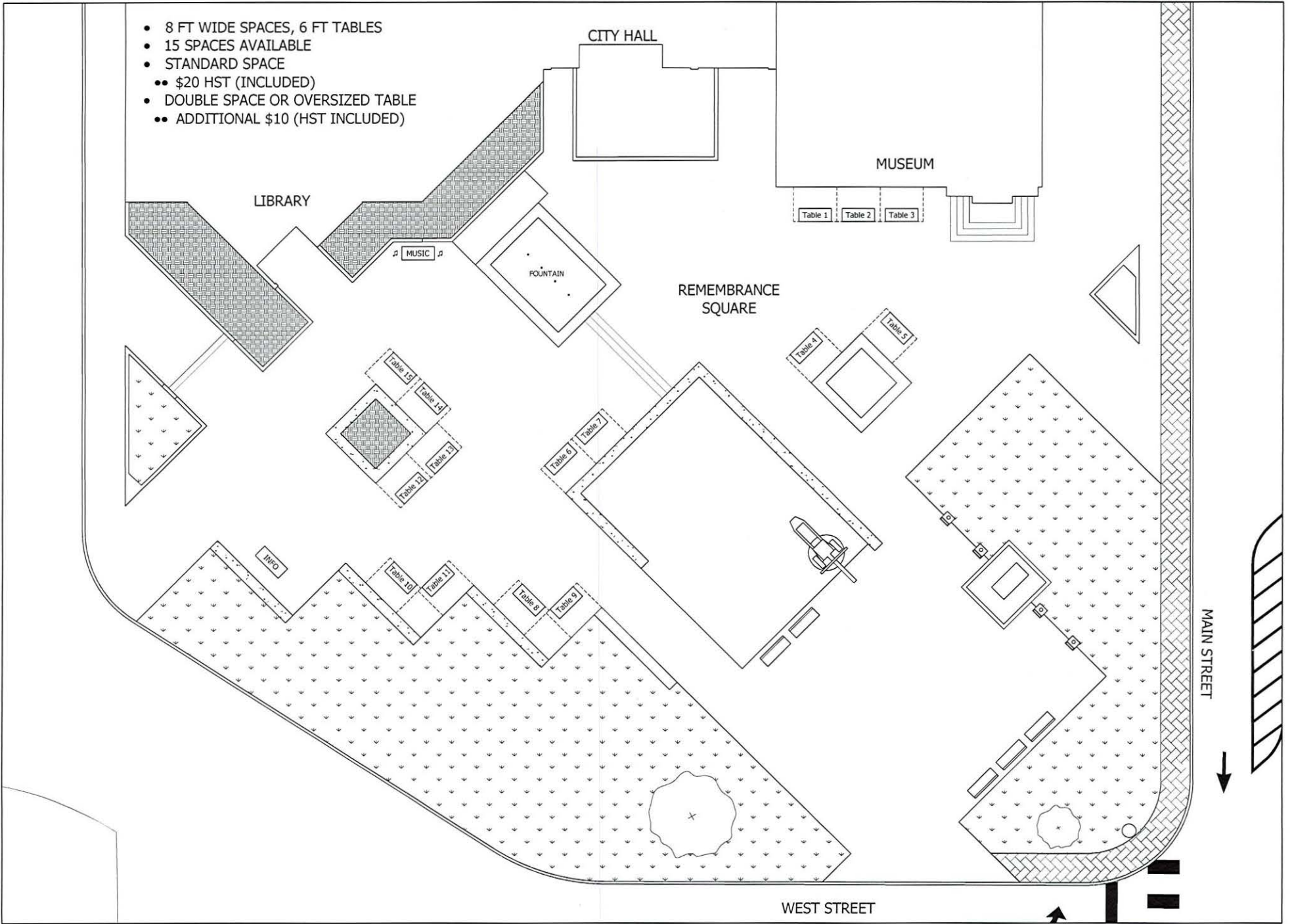
Application Information:

Applicants will be contacted to confirm they are successful in obtaining a table for any events that are to be held at Remembrance Square during Cruise ship Calls.

2019 Table Fees:

Vendor Table Space: \$20 HST included per date

Additional table space: \$10 HST included per date





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

Subject Matter: Discretionary Use (Apartment Building at 106 West Street)

Report Information

Department: CEDP

Attachments: memo, Attachments 1 & 2.

Prepared By: Darryl Skinner

Council Meeting Date: July 16, 2019

Issue: The City of Corner Brook has received an application requesting permission to convert the existing building at 106 West Street, Corner Brook, NL. into an apartment building. The development is proposed to construct two additional floors on the existing building which will result in twenty one residential suites. The building is located in the Downtown Commercial Zone where the proposed use is considered a “**Discretionary Use**” of the City of Corner Brook’s Development Regulations.

Background: The application was advertised in the local newspaper on July 3, 2019 giving the general public a chance to express any concerns that they may have with this development. The city did not receive any objections regarding the proposed development.

Proposed Resolution: Be it **RESOLVED** upon consideration that Council in its Authority approve the application for the proposed use, “Apartment Building” for the existing building located at 106 West Street, Corner Brook, NL.

Recommendation: It is recommended that the authority approve the application for the proposed use, “Apartment Building” for the existing building located at 106 West Street, Corner Brook, NL.

Options: N/A


Legal Review: N/A

Governance Implications: Section 11 City of Corner Brook Development Regulations

Budget/Financial Implications: N/A

Environmental Implications: N/A

Prepared by: Darryl Skinner	
Director: Darren Charters	
City Manager: Rodney Cumby	
Date: July 9, 2019	

 The logo for the City of Corner Brook features a stylized sun with three rays in yellow and orange, rising above two green hills. Below the hills, the words "CORNERBROOK" are written in a blue, serif font, with a wavy line representing water or a path passing through the letters.	<p>City of Corner Brook Request for Decision (RFD)</p>
---	---

Additional Comments by City Manager:

Community Services Department

Memo

To: Deon Rumbolt, Supervisor of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: July 9, 2019

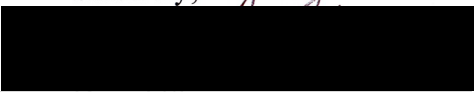
Re: Discretionary Use (Apartment Building) / 106 West Street

The City of Corner Brook has received an application requesting permission to convert the existing building at 106 West Street, Corner Brook, NL. into an apartment building. This is the former Western Star building. The development is proposed to construct three additional stories on the existing building which will result in twenty one (21) residential suites. The existing floor of the building will be converted to a twenty (20) space parking garage. The building is located in the Downtown Commercial Zone where the proposed use is considered a **"Discretionary Use"** of the City of Corner Brook's Development Regulations.


The application was advertised in the local newspaper on July 3, 2019 giving the general public a chance to express any concerns that they may have with this development. The city did not receive any objections regarding the proposed development.

After reviewing the proposed application and location, staff does not feel that the proposed apartment building at this location will have any negative effects on the surrounding area. Therefore it is recommended that Council approve the application for the proposed use, "Apartment Building" in the existing building located at 106 West Street, Corner Brook, NL.

Sincerely,


Darryl Skinner
Development Inspector III

Attachments: 1. Photo of existing building
2. Photo of proposed concept building. (reference only)
3. RFD

Director
This application is recommended for approval


Former Western Star Building 106 West Street

Proposed to be converted into a 21 Unit Apartment Building with the addition of 3 stories added and inside parking on the existing floor level.



Untitled Map

Write a description for your map.

Legend

106 West St - Apartment Building

ATTACHMENT #2

7.2

3.09 m

Google Earth

© 2019 Google

© 2018 Google



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

Subject Matter: Provision of Secondary Fire Response Services to the Town of Mt. Moriah.

Report Information

Department: Protective Services

Attachments: Copy of Agreement

Prepared By: Todd Flynn

Council Meeting Date:

Issue: *Whether to provide secondary fire services to the Town of Mt. Moriah.*

Background: *The City has been approached by the community of Mt. Moriah to provide their municipality backup fire response services. The Cbfd will be called upon in the event the volunteer fire department encounters a fire which exceeds their expertise or they need more manpower to control the fire.*

Proposed Resolution: *Be it **RESOLVED** that the City of Corner Brook enter into an agreement with the Town of Mt. Moriah to provide secondary fire services to the Town of Mt. Moriah.*

Recommendation: *The Director recommends option 1, entering into the agreement as it is currently written.*

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

1. *Enter into Agreement as is: Entering into the agreement with Mt. Moriah ensures they maintain a volunteer fire department, pays Corner Brook a small retainer fee based on St. John's agreements, and establishes rates which Mt. Moriah pays to the City of Corner Brook in the event they avail of our services. By entering into this agreement, Mt. Moriah mitigates their fire response risks, and the Cbfd will receive payment from Mt. Moriah for secondary fire response services. This agreement can be facilitated by the Cbfd with no extra equipment or manpower being required.*
2. *Not Enter into Agreement: No change in services provided to residents of Corner Brook by Cbfd. A neighbouring community, who recognizes they may at some time require assistance from a professional fire department, is left without support from their immediate neighbouring community.*
3. *Enter into an Agreement with Changes: This agreement has been vetted by our legal department. The current attached agreement has been reviewed by the council of Mt. Moriah and any further changes will require it going back for review again. Notably, any changes will require our legal review as well.*



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

Legal Review: *The attached contract has been written and reviewed by the City's legal dept.*

Governance Implications: (N/A)

Budget/Financial Implications: The City of Corner Brook will require no additional resources to fulfill its obligation to this agreement with the Town of Mt. Moriah.

The Town will pay Corner Brook an annual Stand-by Allocation of one-half (1/2) cent per \$100 Property Assessment Value for a total of \$2806.85. Also, if and when deployed the Mt. Moriah will pay the City of Corner Brook rates as described in "Appendix A" of the agreement and as follows:

Manned Apparatus Cost:

- Engine (2 firefighters) \$250.00/hr;
- Engine (4 firefighters) \$350.00/hr;
- Rescue (2 firefighters) \$200.00/hr;
- Ladder (2 firefighters) \$355.00/hr (subsidized rate);
- Pick-up (1 fire officer) \$120.00/hr;

Environmental Implications: (N/A)

Prepared by: Todd Flynn	
Director: Todd Flynn	
City Manager: Rodney Cumby	
Date:	July 11/19

Additional Comments by City Manager:

THIS AGREEMENT made at the City of Corner Brook in the Province of Newfoundland and Labrador this ____ day of _____, 2019.

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

AND **TOWN OF MOUNT MORIAH**, a body corporate duly continued pursuant to the Municipalities Act, 1999, R.S.N.L. 1999, c. M-24, as amended (hereafter referred to as "the Town")

WHEREAS the City has a fire department that provides fire protection and other emergency response to the City of Corner Brook (hereinafter referred to as the "Corner Brook Fire Department" or "City Fire Department");

AND WHEREAS the Town has its own fire department that provides primary fire protection and other emergency response to the Town;

AND WHEREAS the Town desires to avail of the services of the City for the provision of secondary response for fire and other emergency response (hereafter referred to as "the Services");

AND WHEREAS the Parties hereto are desirous of setting out the terms and conditions on which the Services hereinbefore referred to will be provided, applied and maintained;

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration (the receipt and sufficiency whereof is hereby acknowledged by both parties hereto) now paid by each party to the other, the parties hereby agree as follows:

FIRE AND EMERGENCY SERVICES PROVISION

1. The City may provide the Town with Services on such occasions where the Town considers secondary fire or emergency response services to be necessary, the Town has requested Services from the City, and the City in its sole discretion has determined that the Corner Brook Fire Department has the capacity to provide Services to the Town at the time of the request after consideration of:
 - A. the City's available resources, equipment, personnel and abilities; and
 - B. any negative impact on the ability of the Corner Brook Fire Department to provide emergency response services within the City.
2. The Town agrees that it has, and will continue to maintain, sufficient primary response to provide the basic and necessary fire services for its Town. This response must include

sufficiently trained personnel, as well as adequate equipment and vehicles to respond to a fire and emergency call within the Town. The Town further commits that it will not reduce the level of funding that it directs towards its fire and emergency response services as a result of this agreement, and that it will continue to maintain its equipment and vehicles throughout the term of this agreement. At the time of execution of this Agreement the Town has primary emergency response services, personnel, and equipment as outlined in Schedule "A" annexed hereto.

3. Any Services provided by the City will be limited by the ability of the City to respond while maintaining adequate primary and secondary emergency response services within the City or services to any other jurisdiction. The City in its sole discretion will make the determination as to whether or not the City is able or willing to provide Services to the Town and that determination is final and binding on both parties. The City may not be able or willing to respond to the Town's request for provision of Services for reasons including, but not limited to:
 - i. Shortage of equipment available to respond;
 - ii. Shortage of personnel available to respond;
 - iii. Weather and road conditions;
 - iv. City responding to other emergency or emergencies;
 - v. Lack of suitable communication within the area of the emergency;
 - vi. Lack of water or water pressure in the area of response;
 - vii. likelihood of the resource/s deployment achieving the intended outcome sought by the requestor;
 - viii. whether human life is threatened and could be saved;
 - ix. the degree of danger being experienced by the requesting community;
 - x. the safety of the Firefighters to be deployed;
 - xi. the impact on CBFD service delivery to City of Corner Brook;
 - xii. Any other reason deemed to have an impact on the safety or ability of the City to protect its residents and/or firefighters and employees; or
 - xiii. Any other reason deemed to be a proper or prudent consideration by the City.
4. A failure of the City to provide Services due to a decision of any of the City's personnel or any of the reasons enumerated in paragraph 3 does not constitute a breach of this agreement.
5. The City will provide as much notice to the Town as is reasonable in the circumstances on occasions where the City decides not to provide Services to the Town or decides to cease or interrupt provision of Services.
6. Where the Services are provided, the number of personnel and equipment utilized in providing the Services shall be as the City, in its sole discretion determines to be necessary and available. Any additional personnel or equipment that may be requested by the Town would require the approval of the City, which approval may be denied in the absolute sole discretion of the City.

7. The City, in providing the Services, will support the Town in its efforts to respond to a fire or emergency service. Unless otherwise requested by the Town's Fire Chief or designate, the City will not direct the method and process used to deal with the emergency. The City will take its direction from the Town's Fire Chief or designate unless the City determines the decisions of the Town's Fire Chief may have a negative impact upon the safety of the employees or equipment of the City. In the case of a concern for the safety of the City employees or equipment, the City's Deputy Fire Chief or designate may withdraw the City's Services, or with the approval of the Town's Fire Chief or designate, the City's Fire Chief or designate may then elect to act as the Town's Fire Chief and take charge of the emergency scene by implementing such methods and processes as the City's Fire chief or designate deems best to deal with the emergency.
8. Requests from the Town for the City to provide the Services should ordinarily be coordinated from the Town's Fire Chief or designate to the 911 PSAP. The call will be then forwarded to the City's Deputy Fire Chief or designate.
9. The City's response time cannot be guaranteed, however, the City when providing the Services will respond as quickly as is reasonable in the circumstances while still ensuring the safety of its employees and the continued provision of fire and emergency services within the City's municipal boundaries.

TERM

10. The term of this agreement shall be from the date of execution until December 31, 2023. In the event that the City is requested by the Town to provide Services after expiry of this Agreement and prior to any subsequent agreement or extension agreement having been executed by the parties, the City may decide in its absolute and sole discretion whether or not the City will provide any Services to the Town. In the event that the City does provide Services to the Town during over-holding, all provisions of this Agreement shall continue to apply.

FEES

11. The Town agrees to pay the City for all costs that the City incurs in responding to and providing the Services. Such costs include but are not limited to charges for labour, vehicle usage, equipment, materials, supplies, and any damage or replacement costs of vehicles, equipment, materials & supplies. In the event that City firefighters are deployed to provide Services to the Town, the City reserves the right to call in from the off-duty shift such complement of firefighters as the City in its sole discretion deems appropriate for the Corner Brook Fire Department to provide uncompromised coverage for emergencies within the City's municipal boundaries. The current charge rates are annexed hereto as schedule "A" and are subject to change at the City's sole discretion. The City shall provide thirty (30) days' notice to the Town prior to implementing an increase in charge rates. An invoice will be issued for each incident in

which the City responds to a request for Services by attending the scene of an emergency, regardless of whether or not Services are rendered by the City at the scene.

PAYMENTS

12. All payments that become due under this Agreement shall be paid by the Town to the City as specified on the invoice issued by the City. All payments shall be paid by the Town to the City within thirty (30) days of the date on the invoice from the City. Failure to pay any invoices in a timely manner is grounds for termination of this agreement by the City.
13. Any overdue accounts from rates or payments owing under this Agreement shall be charged interest at the rate prescribed by the City in its annual budget for the applicable year(s) in which the sum(s) remain outstanding. The rate of interest prescribed for overdue accounts in the City's 2015 budget is 10.5% per annum compounded monthly.
14. All Payments under this agreement shall be made to the "City of Corner Brook", to the attention of the treasurer:

Director of Finance & Administration
City Hall
P.O. Box 1080
Corner Brook, NL
A2H 6E1

WAIVER OF LIABILITY

15. All firefighters, officers, members, agents and employees of the City involved in providing the Services are deemed to be firefighters, officers, members, agents and employees of the Town while the Services are being provided.
16. The Town covenants to indemnify and save harmless the City from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation 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 City or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, residents, guests, visitors, invitees, employees, agents and property of the Town) directly or indirectly arising out of, resulting from or sustained as a result of the City's provision of Services. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the City may incur with respect to any such claim.

INSURANCE COVERAGE

17. The Town shall, at its own expense maintain in force comprehensive public liability insurance pertaining to the provision of Services and shall provide the City with certificates of a policy or policies of an insurance company or companies for:

- a. Legal Liability with a limit of not less than Two Hundred and Fifty Thousand dollars (\$250,000.00) per occurrence;
- b. Liability insurance for bodily injury and death with a limit of not less than Five Million (\$5,000,000.00) dollars per occurrence; and
- c. Property insurance sufficient to cover such property and equipment of the Town that may be reasonable required for utilization by the City in provision of the Services

Every policy or policies of insurance maintained by the Town shall name the City of Corner Brook and Corner Brook City Council as insureds and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the City on execution, renewal and overholding of this agreement and at any other time as requested by the City.

LIMITATION ON PROVISION OF FIRE PROTECTION SERVICES

18. The City retains its right to limit, curtail, and discontinue the supply of Services to the Town at any time and for any reason it deems appropriate including but not limited to the following circumstances:

- a. Non-payment of any fees due to the City by the Town. This includes fees associated with this agreement, or any other fees that may be due to the City;
- b. A material change in the ability of the Town to provide an acceptable level of initial response to fire and emergency situations. It is the expectation that the Town will be able to adequately provide initial response to any emergency, and the City will only respond in a secondary role;
- c. A material change in the operational capabilities of the City and its Fire Department to respond. The City's first priority will be protection of the City, and the City will not respond outside of its own municipal boundaries to the detriment of the City;
- d. An insufficient ability for the responding crew to adequately communicate with the Corner Brook Fire Department and/or its dispatch centre. The City will only respond to areas in which the City's radios can be utilized or cell phone coverage is available;
- e. Any restriction in the ability or increased cost of receiving sufficient liability insurance for the provision of the Services; or

- f. Any other reason, as deemed by the City as presenting a negative impact on the ability of the City to provide fire and emergency protection to the City and/or to be an unreasonable risk to the health and/or safety of its firefighters, vehicles, or equipment.

The parties agree that any denial, limitation, curtailment or discontinuance of the City's provision of Services shall not be a breach of the City's obligations under this Agreement.

BINDING

- 19. This agreement and everything in it contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

JURISDICTION

- 20. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Corner Brook, Newfoundland and Labrador subject to any right of appeal.

WAIVER

- 21. The failure of either party to insist upon or enforce in any instance strict performance by the other party of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the right to assert or rely upon any such terms or rights on any future occasion.

SEVERANCE

- 22. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

HEADINGS

- 23. The headings in this Agreement 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 Agreement nor of any provisions hereof.

ASSIGNMENT

24. Neither party may assign this Agreement in whole or in part to any third party without the prior written approval of the other party.

NOTICE

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:

- a. In the case of notice to the City to:

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

- b. In the case of notice to the Town:

Town of Mount Moriah
c/o Town Manager / Clerk
256 Main Street
Mount Moriah, NL, Postal Code

Or to such other address and/or addressee as either party may notify the other of.

COLLATERAL AGREEMENTS

26. 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 and which may be modified only by further written agreement under seal.

CONFLICT

27. In the event of any conflict between this agreement and any policy or operating procedure of the City or the Town, this agreement shall govern.

TERMINATION

28. Notwithstanding any term of Agreement set out in this Agreement, if at any time either party is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the non-defaulting party shall have the right to terminate this Agreement within thirty (30) days (unless another timeframe is otherwise stated in this Agreement) by serving the defaulting party with written notice. Upon expiry of the period set out in the notice provided, the rights of the parties under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement had expired.

29. Upon termination of this Agreement, whether by end of term or by notice of termination, all rights of the Town to receive any Services hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to the Town for any monies by reason of such termination or otherwise, howsoever, including but not limited to any death, personal injury, loss of or damage to property, and/or loss of business of the Town, its residents or visitors.

30. The termination or expiry 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.

SIGNED SEALED AND DELIVERED this ____ day of _____, 2019 by Mount Moriah Town Council by its duly authorized signing officers in the presence of:

Witness

Mayor

Witness

Town Manager or Town Clerk

SIGNED SEALED AND DELIVERED this ____ day of _____, 2018 by Corner Brook City Council by its duly authorized signing officers in the presence of:

Witness

Mayor

Witness

City Manager

Appendix A | Schedule of Fees

The schedule of fees shall consist of a combination of:

- Notification and Verification of Volunteer Responders (optional)
- Response Charge
- Stand-by Allocation

Optional Dispatch Allocation

The Corner Brook Public Service Answering Point (PSAP) will be offering a Notification and Verification that provides volunteer firefighters an emergency notification on their mobile telephones and landline telephones. The system works by the 911 centre transferring the Mount Moriah area call to the PSAP Fire Dispatch which is currently operating for both the Corner Brook and Stephenville Fire Departments within the PSAP. The Dispatch centre uses a software system that sends the notification to the volunteers. The message asks the volunteer if he is responding and records the response in the software. A report is generated forthwith of who is responding. This report can be passed on to the Fire Chief so he knows who is responding to the emergency. This service can be provided at cost of approximately \$45.00 per incident.

Basic Response Charge

The response charge shall be allocated in portions of one-half (1/2) hour intervals and shall be determined from the time that apparatus is toned out in the station to the time that the apparatus returns to the station. Any portion on a one-half (1/2) hour period shall be charged at one-half (1/2) hour. Because deployment will require the City calling in backup Firefighters, there will be a minimum two (2) hour charge to cover all associated costs. Responses shall be as per the terms and conditions set forth in this document. The current Response Charges are listed below. Adjustments due to salary increases, equipment purchase and/or maintenance cost may also be made periodically.

Manned Apparatus Cost:

- | | |
|----------------------------|-------------------------------|
| • Engine (2 firefighters) | \$250.00/hr |
| • Engine (4 firefighters) | \$350.00/hr |
| • Rescue (2 firefighters) | \$200.00/hr |
| • Ladder (2 firefighters) | \$355.00/hr (subsidized rate) |
| • Pick-up (1 fire officer) | \$120.00/hr |

Consumable Cost: All costs associated with the operation of the apparatus will be charged back to requestor including spent fuel, fire suppression foam/s, and damaged hose lines.


Technical Response: Emergencies that involve speciality teams of the Corner Brook Fire Department shall be based upon the Rescue Unit rate plus the additional hourly charges for any/all personnel required by Corner Brook Fire Department in excess of the two allocated personnel

already assigned to the "Rescue Unit". Such services includes high angle rescue, ice water rescue, and rescue boat services.

Annual Stand-by Allocation

This Standby Allocation is an annual retainer fee for Corner Brook's Fire Services as Secondary and or Backup Response to Fire Suppression and Technical Rescue services within the Town of Mount Moriah in accordance with the terms and conditions set forth in this agreement. This allocation calculation shall be based upon an assessment of one-half (1/2) cent per \$100 Property Assessment Value.

Mount Moriah's 2019 Assessment Roll Value totals \$56,136,900.00. One-Half (.005) cents per \$100 of the current (2016) Property Assessment Value of \$56,136,900.00 for the Town of Mount Moriah is \$2,806.85. This allocation shall be adjusted when the Property Assessment Value of the Town is re-determined.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
--	--

Subject Matter: Ultimate Recipient Gas Tax Agreement Funding Amendment 2019-2024	
Report Information	
Department: Finance & Administration	Attachments: Ultimate Recipient Gas Tax Amendment
Prepared By: Dale Park	Council Meeting Date: July 15, 2019

Recommendation:

That Council approve the execution of the Ultimate Recipient Gas Tax Amendment as attached.

It is **RESOLVED** to approve the execution of the letter to the Province of Newfoundland and Labrador for the amended gas tax fund allocations for 2019-2024 for the Ultimate Recipient Gas Tax Agreement in the amount of \$5,295,989.

Issue:

The Ultimate Recipient Gas Tax Amendment letter requires approval.

Background:

The Federal government announced a one-time increase in the gas tax allocation for 2019-20. The previous amount allocated for 2019-20 was \$856,694, and it has now been increased by \$939,327 to \$1,786,021. The City has already included this amount in its plans for the 2019 asphalt program. The letter is required to be signed and provided to Municipal Affairs with a resolution of Council by July 31.

Options:

1. That Council approve the execution of the letter in order to receive the additional funding of \$939,327.
2. That Council not approve the execution of the letter and forego the additional funding of \$939,327.

Legal Review:

None

Governance Implications:

None

Budget/Financial Implications:



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

The funds from this amendment have already been allocated to the 2019 asphalt paving program.

Environmental Implications:

None.

Prepared by: Dale Park	
Director: Dale Park	
City Manager: Rodney Cumby	
Date: <i>July 4/19</i>	

Additional Comments by City Manager:



Government of Newfoundland and Labrador
Department of Municipal Affairs and Environment

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

CORNER BROOK
DATE <u>June 18/19</u>
REGISTER TO <u>Dir F&A</u>
ACKNOWLEDGED BY
STAFF RESPONSIBLE
<u>C.C. Mayor & Council</u>

Dear Mayor:

Ultimate Recipient Gas Tax Amendment

As per the recent Federal Budget announcement we are pleased to inform you of an increase in the funding for the Federal-Provincial Administrative Agreement on the Federal Gas Tax Fund for 2019-2024.

Please be advised that this Amendment letter rescinds and replaces the original letter sent in February 2019.

We invite you to review the below allocations for 2019-2024. Please note, the allocation formula for the Amendment uses the same base plus per capita formula as before however the allocations are based on the updated 2016 census population data. Also, these allocations do not include any unused Gas Tax funds that you may be carrying forward from previous agreements.

Distribution of Gas Tax with Base Allocation + Per Capita					
2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Total
\$1,786,021.00	\$839,340.00	\$877,492.00	\$877,492.00	\$915,644.00	\$5,295,989.00

We ask that you sign the letter below in the space indicated and return it, along with a Resolution of Council accepting the funding to the Gas Tax Secretariat, Department of Municipal Affairs and Environment by **July 31, 2019**. If the town chooses not to avail of this Gas Tax funding, please return the letter unsigned with a Resolution of Council indicating the refusal of Gas Tax funds.

Please note that the Gas Tax Secretariat must be in receipt of your signed letter and the supporting Resolution of Council before application approval can be considered.

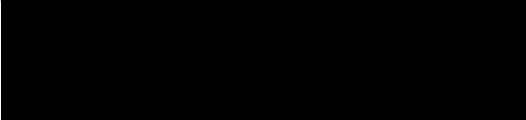
Should you have any questions or concerns regarding this, please contact Deann Spurrell at 1-709-729-5401 or by email: deannspurrell@gov.nl.ca.



Government of Newfoundland and Labrador
Department of Municipal Affairs and Environment

The Department of Municipal Affairs and Environment is committed to working with gas tax recipients to fulfill the economic goals of the Gas Tax Program by supporting long term planning and municipal infrastructure in Newfoundland and Labrador. We look forward to receiving your signed letter and completed applications.

Sincerely,



Dan Michielsen
 Assistant Deputy Minister

Date: June 7/19

In Right of the Ultimate Recipient of: _____
 As Represented by the Mayor (or Angajukkak)

Date: _____

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
--	---

Subject Matter: Come Home Year - Noise Regulation Exemption for Broadway Street Party	
Report Information	
Department: CEDP	Attachments: N/A
Prepared By: Annette George	Council Meeting Date: July 15, 2019

Issue: The 2019 Corner Brook Come Home Committee has requested a temporary exemption to The City of Corner Brook Noise Regulations to conduct a public street party. The street party will be held at night when noise restrictions come into effect between 10pm and 7am. The regulations stipulates in section 3(c) *"No person shall play or operate any radio, stereophonic equipment, or other instrument or any apparatus for the production or amplification of sound either in or on private premises or in any public place in any manner which unreasonably disturbs the quiet, peace, rest, enjoyment, comfort or convenience of any person or persons on the same property on in the neighborhood or vicinity"*.

Background: The Come Home Year Committee has requested permission to carry out a street celebration between the hours of 8pm – 11:30pm on Friday, July 26th. The street party will be held on Broadway and will start with outdoor music at 8pm and conclude with fireworks at 11:00pm. As The City of Corner Brook Noise Regulations includes time frames when noise generating activities are prohibited, a temporary exemption to these regulations will be required.

Proposed Resolution: **Be it RESOLVED that the Council of the City of Corner Brook** provide an exemption to The City of Corner Brook Noise Regulations in support of the 2019 Come Home Year Committee to carry out a street party on Broadway. The bylaw exemption will be in effect from 10pm – 11:30pm on July 26th, 2019 for the Broadway area.

Recommendation: Staff recommends option one, that Council provide an exemption to The City of Corner Brook Noise Regulations as a means to permit the 2019 Come Home Year Committee to carry out a street party on Broadway during the Come Home Year festivities.

Options: The following options are available:

1. That Council provide an exemption to The City of Corner Brook Noise Regulations in support of the 2019 Come Home Year Committee to carry out a street party on Broadway between the hours of 8pm – 11:30pm on July 26th, 2019.



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

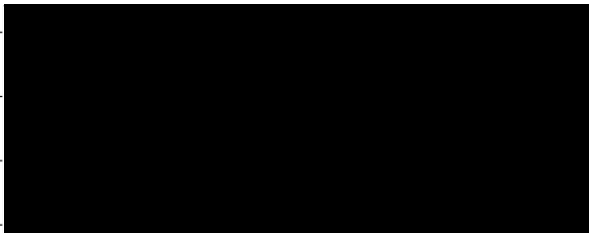
1. That Council decline to provide an exemption to The City of Corner Brook Noise Regulations in support of the 2019 Come Home Year Committee to carry out a street party on Broadway between the hours of 8pm – 11:30pm on July 26th, 2019.
2. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: Not Applicable.

Governance Implications: Temporary exemption only to the City of Corner Brook Noise Regulations for the 2019 Corner Brook Come Home Year Committee between the hours of 8pm – 11:30pm on July 26th.

Budget/Financial Implications: Not Applicable.

Environmental Implications: Not Applicable.

Prepared by: Annette George		
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: <i>July 11/18</i>		

Additional Comments by City Manager:

Notice of Motion

Amendment to Taxi Regulations, 2018

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

Whereas Section 229 of the City of Corner Brook Act, 1990 authorizes Council to make regulations:

- fixing the number of taxis in the city;
- requiring that the operators of taxis have a licence to operate in the city and fixing a fee to be paid for the licences;
- fixing fares to be paid by users of taxis;
- prescribing the inspection of taxis on an annual or other basis that the council may set out in the regulations;
- setting out standards for taxis; and
- authorizing and assigning stands for taxis, and the erection and maintenance of the stands.

Therefore Notice is hereby given that at the Public Council Meeting on August 19th, 2019 the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 229 of the City of Corner Brook Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby amends the Taxi Regulations, 2018, by increasing the fares to be paid by users of taxis as per revised Schedule D of the Corner Brook Taxi Regulations, 2018.

**CITY OF CORNER BROOK
TAXI REGULATIONS**

PURSUANT to the powers vested in it under Sections 44, 229 and 438 of the *City of Corner Brook Act*, R.S.N.L. 1990, c. C-15, as amended, and all other powers it enabling, the Corner Brook City Council, in a session convened on the _____ day of _____, 2018, hereby passes and enacts the following regulations.

PART I - GENERAL

- | | |
|-------------|---|
| SHORT TITLE | 1. These Regulations may be cited as the <i>City of Corner Brook Taxi Regulations</i> . |
| DEFINITIONS | <p>2. In these Regulations:</p> <ul style="list-style-type: none"> (a) "Annual Taxicab Operating License" means a license to own and operate a motor vehicle as a Taxicab and being in the form of Schedule "A" to these Regulations; (b) "Annual Taxicab Driving License" means a license to drive an approved Taxicab and being in the form of Schedule "B" to these Regulations; (c) "Annual Taxi stand Operator's License" means a license to operate a fixed place of business as a Taxi stand being in the form of Schedule "C" to these Regulations; (d) "Appeals Committee" means the Committee established by Council with authority to hear appeals of decisions made or actions taken pursuant to the provisions of these Regulations; (e) "City" means the City of Corner Brook; (e) "Council" means the Council of the City of Corner Brook; (f) "Cruising" means the driving of a Taxicab on the streets or public places of the City in search of, or soliciting prospective passengers for hire; (g) "Driver" means a person who drives or has the care or control of a Taxicab; (h) "Hire" or "Compensation" means any money, thing, value, |

payment, consideration, reward, tip, donation or gratuity paid to, accepted or received by the owner or driver of any vehicle in exchange for transportation of a person or persons whether paid upon solicitation, demand, contract or voluntarily.

- (i) "Inspector" means the person appointed by the Council to supervise all vehicles and persons licensed under these Regulations and to enforce compliance with the provisions of these Regulations.
- (j) "Owner" means;
 - (i) the person who holds the legal title to a vehicle;
 - (ii) in the case of a vehicle that is registered in accordance with the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended, the person in whose name it is registered;
 - (iii) in the case of a vehicle which is the subject of a mortgage, the mortgagor if the mortgagor is entitled to possession of the vehicle;
 - (iv) in the case of a vehicle which is the subject of a hire-purchase agreement, the person in possession of the vehicle under the agreement, or
 - (v) in the case of a vehicle which is the subject of a conditional sale contract, the buyer under the conditional sale contract if the buyer is entitled to possession of the vehicle;
- (k) "Taximeter" or "Meter" means a mechanical or electronic instrument attached to a Taxicab and is mechanically or electronically operated to measure and display distance traveled, or waiting time or both, and upon which such change is plainly registered by means of figures indicating dollars and cents;
- (l) "Taxi" or "Taxicab" means any motor vehicle with greater than two (2) side doors, other than a bus or a school bus, operated for the conveyance of passengers for hire or compensation and designed to carry not more than seven (7) seated passengers, including the driver;

- (m) "Suburban Taxi" means any vehicle used or employed in the transportation of passengers to or from a point in the City, from or to a point situated outside the limits of the City that is not licensed under these regulations; and
- (n) "Waiting Time" means the time which has passed while the Taxicab is not in motion at the direction of the passenger and also the time which has passed while waiting for the passenger after having responded to a call.

PART II - TAXI REGULATIONS

LICENSES

- 3. (a) No person shall operate or permit a vehicle owned or controlled by such person to be operated as a Taxi within the City without first having obtained an Annual Taxicab Operating License from the Council, which license shall be in the form attached as Schedule "A" to these Regulations.
- (b) No person shall operate or permit a vehicle owned or controlled by such person to be operated as Taxi except by a person who holds a Class 04 Driver's License as issued in accordance with the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended.
- (c) No person shall drive or act as a driver of any Taxicab without first having obtained an Annual Taxicab Driving License from Council, which license shall be in the form of Schedule "B" to these Regulations.
- (d) The Annual Taxicab Driving License shall, at all times, have affixed to it a photograph, approved by the Inspector, and the cost of such photograph shall be borne by the license holder.
- (e) Council may require the operator of a Taxi stand to obtain an Annual Taxi stand Operator's License which said License may be in the form of Schedule "C" to these Regulations, or in such form as Council may determine.

APPLICATION FOR LICENSE

- 4. (a) An application for an Annual Taxicab Driving License, an Annual Taxicab Operating License and an Annual Taxi stand Operator's License or renewals thereof shall be filed with the Inspector on forms provided by the Council and such application shall provide such information, documentation and fees as required by the Council and these Regulations to determine the eligibility for such license including but not limited to the following:

- (i) Criminal record/vulnerable sector check with Certificate of Conduct from the Royal Newfoundland Constabulary and or Royal Canadian Mounted Police and any other jurisdictions in which the applicant has resided in the ten (10) years prior to application and dated within thirty (30) days of the application;
 - (ii) a statutory declaration attesting to the matters required by the City or Council;
 - (iii) if the applicant is a corporation, confirmation from the Province of Newfoundland Labrador Companies Registry that the corporation is active and in good standing;
 - (iv) for an Annual Taxicab Operating License, a valid Newfoundland Labrador Motor Vehicle Registration permit for the Taxicab;
 - (v) or an Annual Taxicab Driving License, a valid Newfoundland and Labrador provincial Class 4 Driver's License;
 - (vi) for an Annual Taxicab Driving License, a satisfactory Newfoundland Labrador Registry of Motor Vehicles drivers abstract dated within thirty (30) days of the date of application; and;
 - (vii) proof of the insurance coverage required by Regulation 4(g) herein;
- (b) Every applicant for an Annual Taxicab Driving License shall, within one (1) year of the issuance of an Annual Taxicab Driving License, participate in a Hospitality Course from a recognized instructor or institution. Written proof of course participation will be required, and failure to participate in the course within the prescribed time shall result in the Annual Taxicab Driving License not being renewed.
- (c) No license shall be issued to any persons where the license issued to such person to operate a motor vehicle pursuant to the Highway Traffic Act, R.S.N.L. 1990, c. H-3, as amended and regulations thereunder is suspended or cancelled by virtue of the operation of any laws of Newfoundland and Labrador.

COMPLIANCE WITH LAWS	5.	Every person issued a license under these Regulations shall comply with all Municipal, Provincial and Federal laws applicable to the operation of motor vehicles in general and Taxicabs in particular.
MULTIPLE TAXICABS	6.	Every owner of more than one Taxicab required to be licensed under these Regulations shall obtain a separate license for each Taxicab.
LICENSES NOT TRANSFERABLE	7.	An Annual Taxicab Driving License and an Annual Taxicab Operating License shall not be transferable and every Driver must at all time during operation of the Taxicab keep their Annual Taxicab Driving/Operating License conspicuously displayed in the Taxicab in a manner that makes it readily visible to any passenger.
INSURANCE COVERAGE	8.	<p>(a) No Annual Taxicab Operating License shall be issued under these regulations until there is lodged with the Inspector, a notarial certified copy of a policy of insurance issued by an insurance company licensed to sell such insurance in the Province of Newfoundland and Labrador, insuring the licensee in a minimum amount of \$1,000,000 (one million dollars) in respect of bodily injury to, or death of a passenger or passengers; and a minimum of \$1,000,000 (one million dollars) insurance coverage against all public liability and property damage arising out of the operation of the Taxicab in respect of which the Annual Taxicab Operating License is issued.</p> <p>(b) No person shall operate, or, being the owner, allow another person to operate a Taxicab within the City unless there is in force, in respect of the Taxicab, a policy of insurance as required under section 4(g) for each and every operator and driver of the said Taxicab.</p>
NUMBER OF TAXICABS	9.	Council may from time to time, fix and alter the total number of Taxicabs which may be licensed under these Regulations and thereafter no license in excess of the number so fixed shall be issued by the Council.
LICENSE EXPIRY AND RENEWAL	10.	Every license issued under these Regulations shall relate to the period May 1st in any year to April 30th in the next succeeding year; and shall be valid from the date of issuance and shall expire on 30th of April of the next calendar year. April month of each year shall be designated as the renewal

time period for an Annual Taxicab Driving License, Annual Taxicab Operating License and Annual Taxi stand Operator License.

LICENSE DISPLAY

11. Every driver licensed under these Regulations shall post his or her Annual Taxicab Driving License in such a place as to be in full view of all passengers while such driver is operating a Taxicab.

AGE RESTRICTION

12. Every owner and driver licensed under these Regulations shall be of the full age of nineteen (19) years.

LICENSE FEES

13. The prescribed fees for licenses to be issued under these Regulations shall be as set out in Schedule "E" attached hereto.

TAXICAB STANDARDS AND INSPECTION

14. (a) Any Taxi operating under these Regulations shall periodically be inspected by the Inspector at such intervals as shall be established by Council to ensure the continued maintenance of safe conditions.

- (b) The owner and driver of every Taxicab licensed under these Regulations shall keep the interior and exterior of such Taxicab clean, sanitary, dry and in good repair and without limiting the generality of the foregoing shall ensure that there is no accumulation of food, food wrappers, beverage containers, cigarette butts, ashes, packages or wrappers in the passenger compartment of the Taxi and whenever the owner or driver of any such cab receives a notice in writing, signed by the Inspector, that such Taxicab is not in fit condition for use, stating briefly the items complained of, the owner shall, within the time stated in such notice, put the Taxicab in fit and proper condition by remedying the items complained of.

- (c) The owner of every Taxicab in respect of which a license has been issued under these Regulations shall, when required, submit such Taxicab for examination by the Inspector, or any person authorized by the Inspector. No owner or driver shall, at any time, when a Taxicab is not employed, prevent or hinder the said Inspector, or any person authorized by the Inspector from entering a garage or other building for the purpose of inspecting the Taxicab.

MOTOR VEHICLE CERTIFICATE

- (d) The owner of any Taxicab two model years or older must submit a valid Motor Vehicle Inspection Certification for the

Taxicab to the Inspector at annual inspection, or whenever requested by the Inspector.

- (e) Where any licensed owner disposes of a Taxicab and acquires another Taxicab in its place, the owner shall submit the latter Taxicab to the Inspector for approval before using same.

IDENTIFICATION

- (f) The owner of every Taxicab licensed under these Regulations, shall, before commencing to transport passengers for hire in such vehicle, cause to be affixed upon the roof of such vehicle an illuminated sign. The illuminated sign shall be lit at the same time as the headlights of the vehicle are turned on.
- (g) The owner shall also ensure that the Taxi is in good repair, the body of the Taxi is undamaged and of consistent colour, the side windows are in good working order, and that the interior dome light operated by interior switch as well as when the doors open.
- (h) No owner or driver licensed under these Regulations shall exhibit on or about any Taxicab, any number, sign or card, other than those approved or obtained from the Council or Inspector, except the Taxicab's motor vehicle plates. No advertising of any kind is permitted.
- (i) All Taxicabs shall have affixed to the vehicle, official TX plates supplied by Motor Vehicle Registration and attached to the vehicle in the manner as prescribed under the *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended.

DRIVERS

- 15. (a) No Taxi stand owner or Taxicab owner shall permit any person to operate any vehicle for Taxicab purposes, unless the person and vehicle are licensed under these Regulations.
- (b) When any person employs a driver, the person shall immediately thereafter notify the Inspector that they have employed such driver, and where the driver quits their employ, such person shall immediately thereafter notify the Inspector to such effect.

CRUISING

- 16. No person shall cruise on, over or along any street in the City with a Taxicab for the purpose of obtaining fares, provided, however, that upon the completion of or on the return trip from any call, a Taxicab may stop for the purpose of taking on

a passenger.

- DOUBLE BILLING 17. A driver of a licensed vehicle shall convey only the person or persons engaging his or her vehicle and shall not pick up other passengers while so engaged unless requested to do so by the person or persons who engaged the services. The carrying of passengers for separate fares is prohibited.
- CANCELLATION 18. (a) Any Annual Taxicab Driving License is automatically cancelled upon the driver's license issued pursuant to *Highway Traffic Act*, R.S.N.L. 1990, c. H-3, as amended or regulations made thereunder to the driver being suspended or cancelled.
- (b) Any Annual Taxicab Driving License is automatically cancelled upon the driver thereof being prohibited from driving a motor vehicle under and by virtue of the Criminal Code of Canada and amendments thereto.
- CODE OF ETHICS 19. Every driver and passenger shall comply with the Code of Ethics prescribed in Schedule "F" of these Regulations.
- SMOKING 20. (a) No person shall smoke while in a Taxicab.
- (b) Taxicab owners may post in their Taxicabs "No Smoking" signs and no person may smoke in a Taxicab.
- EATING AND DRINKING 21. Taxicab owners may post in their Taxicabs "No Eating" and or "No Drinking" signs and no person shall eat or drink in a taxicab where such sign/s are affixed.
- MATERIAL CHANGES 22. (a) Every person licensed under these Regulations shall, upon changing address, notify the Inspector thereof within seven (7) days of the new address.
- (b) Every owner licensed under these Regulations shall in writing, inform and keep informed the Inspector of the names of all persons employed by him in such Taxi business.
- (c) Every licensee under these Regulations shall inform the Inspector immediately upon any change that would be material to the issuance of the license held under these regulations.
- LOST PROPERTY 23. Every person licensed under these Regulations shall take due

care of all property delivered or entrusted to such person for conveyance or safekeeping. Every driver of a Taxicab, immediately upon termination of any hiring, shall carefully search his or her Taxicab for any property lost or left therein.

All property or money left in his or her Taxicab shall be forthwith delivered over to the person owning the same at the owner's expense. If the owner cannot be found, then the nearest police station shall be notified with all information regarding the same being given.

- DIRECT ROUTE 24. Every person shall drive the Taxicab the most direct traveled route to the point of destination, unless otherwise instructed by the passenger.
- TAXIMETERS 25. (a) No person shall operate, or permit to be operated any Taxicab in the City unless and until such Taxicab is equipped with a Taximeter of a type and design approved by the Council or the Inspector and adjusted in accordance with the tariff prescribed in Schedule "D" of these Regulations. The owner and driver shall keep such meter operating at all times with such standard of accuracy as may be prescribed from time to time by the Council.
- (b) All Taximeters shall be attached to the Taxicab in a location and manner approved by the Inspector and shall be placed so that the visual display showing the amount to be charged shall be well lit and readily discernable at all times by passengers riding in such Taxicabs.
- (c) Every Taximeter shall be inspected and tested for accuracy by the owner at least once every six months.
- (d) Every Taximeter used in the operation of Taxicabs shall be subject to inspection at any time by the Inspector, Council, or any person authorized by Council to perform such inspections. The person performing the inspection shall, upon being satisfied that the Taximeter is in good working order, place an official seal in such form as designated by the Inspector or Council, upon the Taximeter. The date on which such inspection was made shall be stamped on the seal in the place provided for that purpose. No label shall be removed except at the time a subsequent inspection is made.

- (e) Upon discovery of any inaccuracy in such Taximeter, the operator thereof shall remove or cause to be removed from service, any vehicle equipped with such Taximeter until such Taximeter has been repaired and accurately adjusted.
- (f) No person shall operate or permit any person to operate any Taxicab unless the Taximeter attached thereto is sealed with the official seal designated by the Council or its Inspector, which seal shall be unbroken.
- (g) No person shall break a seal on a Taximeter or tamper with it, or so manipulate such Taximeter as to cause it to inaccurately measure the distance traveled by the Taxicab to which it is attached.
- (h) The Taximeter shall be operated from any part of the propelling wheels or propelling machinery on the Taxicab on which it is placed.
- (i) It shall be unlawful for any driver of a Taxicab while carrying passengers to display the flag attached to the Taximeter in such a position as to denote that such vehicle is not employed or to throw the Taximeter into a recording position when such vehicle is not actually employed, or to fail to throw the flag of such Taximeter in a non-recording position at the termination of each and every service.

TARIFF OF
FARES

- 26. (a) At all times while the Taxicab is engaged in such service, the flag of the Taximeter shall be in a position to register charges for distance traveled, or into a position to register a combined charge for distance and waiting time in any single position, and no Taximeter shall be so operated as to cause any charge to be registered thereon except during the time while the Taxicab is engaged by a passenger or passengers.
- (b) Every driver under these Regulations shall have a rate card, setting forth the authorized rates of fares displayed in such a place as to be in full view of all passengers.
- (c) The rates or fares to be charged by the owners or drivers of Taxicabs for the transportation of any passenger or passengers on any trip within the City, shall be in accordance with the tariff of fares shown in Schedule "D", and no rates or fares higher or lower than that contained in the said Schedule

shall be charged or payable.

EXACT FARES	<p>(d) No owner or driver licensed under these Regulations shall publish, use a tariff, demand or receive any rate or charge which is not in accordance with these Regulations.</p> <p>(e) No owner or driver licensed under these Regulations shall be entitled to recover or receive any fare or charge from any person greater or less than those authorized by these Regulations.</p> <p>(f) The tariff or rates herein authorized shall be computed from time or place when or at which the passenger first enters the cab to the time or place where or at which the passenger finally discharges the Taxicab. No charge shall be made for the time which has passed by the premature response to a call for the first three minutes following timely arrival at any locality in response to any call, or for the time lost through traffic interruptions or for delays caused by the inefficiency of the Taxicab or driver.</p>
REFUSAL TO PAY FARE	<p>27. No person who engages any Taxicab shall fail or refuse upon demand, to pay the fare or charge authorized by these Regulations or in case no fare or charge is provided by these Regulations, the reasonable fare or charge demanded for any Taxi service provided to such person.</p>
NUMBER OF PASSENGERS	<p>28. A Taxicab may carry as many passengers up to the seating capacity of the Taxicab for the one fare, with the tariff of maximum rates fixed in Schedule "D" of these Regulations, where the passenger paying the fare gives consent and approval, but no driver or owner shall carry or permit to be carried in any Taxicab at any one time, more passengers than the designated seating capacity of the Taxicab will accommodate and in no case, more than six passengers including driver.</p>
DEMAND PAYMENT	<p>29. Every driver of a Taxicab shall have the right to demand payment of the regular fare in advance, and may refuse employment unless so paid, but no driver of a Taxicab shall refuse or neglect to convey any orderly person or persons upon request anywhere in the City unless previously engaged.</p>

- FIXED LOCATION 30. (a) Every person operating any Taxicab shall maintain a fixed place of business or location approved by the Council and shall not stand, or ply for hire, or carry on his or its business from any other place. Any approved Taxi stand must be maintained in a clean and sanitary condition meeting the requirements of Municipal and Provincial laws.
- (b) In the case of Taxicabs not standing for hire on private premises, the Council may appoint a public stand for each Taxicab, and may from time to time, change the same and such Taxicab shall ply for hire at the place so appointed for it and no other, and no vehicle shall stand or be parked at any such public stand except the Taxicab for which it is appointed.
- (c) Nothing in this section shall prevent a Taxicab from attending at any transportation terminal premises to await the arrival of passengers and ply for hire at such place.
- (d) Every Taxi stand on private land shall have such amount of square feet of vacant land available on such stand as Council in its discretion shall prescribe; and no Taxicab shall be licensed in respect of or allocated to any stand unless such amount of square footage as prescribed by Council is available on such stand for use at all times by such Taxicab.
- (e) No person shall park any vehicle other than a Taxicab on a Taxi stand approved by Council.
31. No person shall use or operate a Suburban Taxi for the transportation of passengers on any trips which commence and terminate within the City.
- INOPERATIVE 90 DAYS 32. Notwithstanding anything in these Regulations contained all licenses issued under these Regulations which remain inoperative for 90 days shall be revoked, provided that Council may decide not to revoke such license under this section if it is of the opinion that such license should not be revoked.
- AUTHORITY OF INSPECTOR 33. The Inspector shall have supervision over all persons licensed under these Regulations and over all Taxicabs, together with the equipment used by them, and shall have all powers and duties assigned to them in these Regulations including:

- (a) to report to the Council the performance of his duties under these Regulations whenever he shall be required to do so by Council;
- (b) to make all necessary inquiries concerning application for licenses as may be requisite to secure a due observance of the law, and of these Regulations;
- (c) to submit to the Council applications for licenses, or recommendations for the revoking or cancelling of any license, together with his report thereon;
- (d) to keep a register of all licenses granted by the Council, which shall contain the name or names of the applicants, the residence of the applicants, the date of the license and such further particulars, and to keep such other books as the Council may order;
- (e) to cause to be made out licenses and to sign all licenses issued under these Regulations, the fees payable therefore having first paid to the City Treasurer;
- (f) to furnish each person taking out a license with one copy of these Regulations and to each owner, a tariff card setting forth the rates and fares specified in schedule "D" hereto, and to each driver a badge, both said card and badge to have the number of the license shown thereon;
- (g) to ascertain by inspection and enquiry from time to time as often as may be required by the Council, whether the persons receiving licenses continue to comply with the provisions of the law and of these Regulations;
- (h) to prosecute all persons who shall offend against any of the provisions of the law or of these Regulations.

SUSPENSION

PART III - ENFORCEMENT

- 34. The Inspector may suspend or revoke an Annual Taxicab Operating License, an Annual Taxicab Driving License, or both, of any license holder, or refuse an applicant who:

- (a) contravenes these Regulations;
 - (b) is either charged or convicted pursuant to any municipal by-law, or provincial or federal legislation;
 - (c) has committed any act or acts that, in the opinion of the Inspector, it is in the public interest that the person not hold either an owner's license or driver's license; or
 - (d) refuses to respond or cooperate with an investigation conducted by the Inspector.
35. The Inspector may refuse to grant an Annual Taxicab Driving License if:
- a) The applicant or license holder has been convicted of an offense against vulnerable persons, a sexual offence, an illegal sale or possession of drugs, a violent offence or a breach of trust;
 - b) The applicant or license holder has failed to immediately notify the Inspector that they have become subject to a court order in a criminal matter, or an undertaking, charge or conviction;
 - c) The applicant or license holder has a driving record, criminal or provincial offence record or outstanding criminal or driving charges or tickets that in the opinion of the Inspector makes him or her unfit to operate a Taxi or Taxicab; or
 - d) The applicant or license holder has a criminal record in another country or jurisdiction that is similar in nature to the provisions described in subsection (i).
36. Should a taxicab not meet the requirements of these Regulations, the Inspector or any person appointed by Council may notify the owner of such vehicle to cease operating the same as a vehicle licensed under the authority of these Regulations, until such time as the requirements of these Regulations are met; and such owner shall thereupon cease to operate same until permitted to do so by the Inspector or by such person appointed by the

Council.

37. If an applicant or the holder of any license issued under these Regulations makes a false statement in a statutory declaration made pursuant to these Regulations, the Inspector may:
 - (a) Refuse to issue the license that is the subject of the application;
 - (b) Revoke any owner's licenses and or any driver's licenses held by the applicant; and
 - (c) Direct that the applicant is ineligible to apply for or to be granted a license under these Regulations for a period of up to five (5) years.
38. The Inspector may suspend or revoke any or all licenses granted under the provisions of these Regulations when it shall have determined on the balance of probabilities that any of the provisions thereof have been violated, or that any holder of such license has failed to comply with the terms of such license or the rules and regulations of the Council pertaining to the operations, and to the extent character and quality of the service of any Taxicab.
39. The Inspector must immediately notify a license holder whose license has been suspended or revoked. The notice may be personally served on the license holder or sent by registered mail addressed to the license holder's last known address on file with the City, and if sent by registered mail is deemed to have been served on the earlier date of actual receipt by the license holder or five (5) business days from the date of mailing.
40. After the revocation, suspension or cancellation of such license, no person shall ply for hire with, or use, operate, cause to be used, or operated within the City of Corner Brook, a Taxicab in respect of which a license has been revoked, suspended or cancelled. No person shall drive a Taxicab within the City after the revocation, suspension, or cancellation of his or her license to drive a Taxicab.
41. (a) A person whose application for the issuance or renewal or a

APPEAL

license under these Regulations is refused by the Inspector, or a person whose license is suspended, revoked or cancelled by the Inspector, may appeal the refusal, suspension, revocation or cancellation to the Appeals Committee within fifteen (15) days from the date of the refusal, suspension, revocation or cancellation by submitting their appeal in writing to the City Clerk;

- (b) The Appeals Committee must hear the Appellant and may:
 - i) Confirm or vary the decision of the Inspector;
 - ii) Order that a license be revoked and surrendered; or
 - iii) Order that a license be granted or reinstated, with or without conditions.
- (c) The Appeals Committee may order that a license be granted or reinstated subject to the appellant passing any tests provided for in these Regulations, or proving that he or she meets the qualifications and requirements of these Regulations, or subject to any conditions that the Appeals Committee determines appropriate under the circumstances.
- (d) The Appeals Committee must not make any decision that the Inspector, City or Council could not have made under these Regulations.
- (e) The Appeals Committee shall not make any decision that would overrule a discretionary decision made by council.
- (f) Where any person contravenes any of the provisions of these Regulations such person is guilty of an offence and liable on summary conviction to a fine or to a period of imprisonment or both in accordance with s. 438 of the *City of Corner Brook Act*.

CONFLICTING
LEGISLATION

- 42. Where a provision of these Regulations conflicts with a provision of another law or regulations in force in the City, the provisions that establish the higher standard to protect the health, safety and welfare of the general public shall prevail.
- 43. Each section of these Regulations and each separate part of each section hereby expressly declared to be separate and if any

section, sentence, portion or part of these Regulations shall be declared invalid, such invalidity shall affect only such section, sentence, portion or part so declared invalid.

44. (a) These regulations shall come into force as of the date enacted by Council and The City of Corner Brook Taxi Regulations, 2008 and all amendments thereto, are hereby repealed upon the coming into force of these Regulations.
- (b) Notwithstanding paragraph 44(a), all licenses and permits issued under the City of Corner Brook Taxi Regulations, 2002 shall remain in full force and effect until May 30th, 2018 at which time all permits and licenses issued thereunder shall be null and void.

IN WITNESS WHEREOF these Regulations are sealed with the Common Seal of the City of Corner Brook and signed by and on behalf of the Council by the Mayor and City Clerk, at Corner Brook, in the Province of Newfoundland and Labrador, this _____th day of March, A.D., 2018.

Mayor


City Clerk

Published in The Western Star –

First Reading –

Second Reading –

SCHEDULE "A"

 City of Corner Brook Taxicab Operating License	
Permit 810	Stand
Name	
Address	
Plate #	Year/ Make
Expiry: April 30, 2018	



(Back of card)

The named within permit holder undertakes to comply with all laws, regulations whether they be Federal, Provincial or Municipal.

This permit is not transferable and must be posted in the vehicle.



SCHEDULE "B"

Permit #: 402	City of Corner Brook Taxicab Driving License	
 PHOTO HERE	<u>Expiry Date:</u>	
	April 30, 2018	
	<hr/> Driver Signature	

(Back of card)

The named within permit holder undertakes to comply with all laws, regulations whether they be Federal, Provincial or Municipal.

This permit is not transferable and must be posted in the vehicle.



SCHEDULE "C"

TAXISTAND OPERATOR'S LICENSE NO.

License is hereby granted to _____ of
_____ to operate a Taxi stand from
_____, Corner Brook.

The licensee undertakes to comply with all the laws and Regulations including the Highway Traffic Act, Taxi Regulations, and the requirements of the Department of Health.

LICENSEE

TAXI INSPECTOR

This License issued this _____ Day of _____, 19____ expires
the _____ Day of _____, 19_____.

This stand is limited to a maximum of _____ Taxicabs. This license is
to be posted in a conspicuous location inside the Taxistand.

NON-TRANSFERABLE

SCHEDULE "D"**TARIFF OF FARES**

Meter Drop Rate	\$ 3.32 \$4.13
For each 1/13 .125 km or part thereof	\$ 0.10 \$.26
For each additional kilometer	\$ 1.76 \$2.11
Waiting Time Rate per Hour	\$28.76 \$34.51
Handling of Packages	\$ 1.00

(Note: Above rates are subject to HST which would be added to the above noted rate.)

During the Christmas period between 6 p.m. on December 24th, to 8 a.m. on December 27th, and from the period of 6 p.m. on December 31st, to 8 a.m. on January 2nd, an additional fare of \$2.00 may be charged.

The charges for deliveries within the City limits are to be determined by the Corner Brook Taxi Association.

SCHEDULE "E"

Taxi Licensing fees are as follows:

1) Taxicab Driving License Fee \$25.00 / year;

2) Taxicab Operating License Fee \$50.00 / year;

SCHEDULE "F"

Taxi Driver Code of Ethics

The City of Corner Brook Taxi drivers must abide by the following requirements:

1. Demonstrate Courtesy and be Helpful

The taxi industry often represents the public face of our community. Drivers must be courteous and helpful in the performance of their duties. Drivers shall not use foul language or engage in offensive conversation.

2. Have Knowledge and Observe All Traffic Laws

All taxi drivers are to know and shall obey all traffic laws with intent to provide the utmost of public care and provide a safe transportation service. Erratic and or reckless driving shall not be tolerated.

3. Have Knowledge of the City and Amenities

Drivers are expected to know and use the major routes and destinations within their geographic service area. These include the Deer Lake or Stephenville airports, the trans-island bus service stations, local bussing service, hotels and sporting and cultural facilities.

4. Take the Most Direct and Practicable Route

Taxi drivers must take the most direct, practicable route from when they pick up a customer to the requested destination, unless otherwise directed by the customer. The driver can and should briefly consult a street directory or GPS when in doubt.

5. Exhibit Personal Neatness, Cleanliness and Tidiness

Taxi Drivers must be clean, neat and tidy in appearance, and not wear strong colognes or perfumes or emit body odour. Clothing worn shall be professional in appearance including collared shirts, long trousers or skirt, and closed toed footwear.

6. Taxi Car Neatness, Cleanliness and Condition

Taxi vehicles must be in a safe operating condition and free from mechanical deficiencies. The interior of the car shall be clean and free from rubbish and or clutter. Interior fabrics, glass, handles and trims shall of good condition and be clean and free of dirt and staining. Exterior of the vehicle shall be in good physical condition and appearance. The vehicle must free of damages, be clean, be of consistent colour, and have wheel covers (with exception of winter tires being used between October 1st to May 31st) or dressed rims.

7. Handle Passenger Luggage

Taxi drivers must provide reasonable assistance to a customer loading their luggage and/or personal belongings. This includes assistance with getting luggage into and out of the cab and taking reasonable care while in the taxi. Taxi drivers are not expected to move luggage when it may cause injury to them or others. Neither are they expected to carry more luggage than the reasonable

capacity of the storage facilities of the vehicle. Any found or left behind items shall be reported to their dispatching taxi stand and made available for customer retrieval.


8. Provide Assistance to Special Needs Passengers

Drivers are to demonstrate understanding and patience and must provide assistance to special needs or mobility challenged persons, including children and elderly, embarking and or disembarking their taxi. Service animals must be accepted for carriage provided they can be safely transported in the taxi vehicle. Patience and assistance must also be demonstrated to tourists exploring our City.

9. Exercising the Right to Refuse or Terminate

Drivers are not required to accept or continue to transport a passenger/s if the passenger

- a) is demonstrating violent behaviors
- b) is noisy, is misbehaving, or is being offensive
- c) is unable to demonstrate an ability to pay; the driver can request ensure their ability to pay by requesting a deposit up to the amount of the estimated fare before starting the transport.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
--	--

Subject Matter: Accounts Receivable write offs

Report Information

Department: Finance & Administration

Attachments: Proposed write off list

Prepared By: Dale Park

Council Meeting Date: July 15, 2019

Recommendation:

That Council approve the write off of \$118,831.85 as summarized in the attached.

It is RESOLVED to approve the write off of \$118,831.85 for the 23 accounts provided in the attached list.

Issue:

The City has accounts receivable accounts that are not collectible and need to be written off.

Background:

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

Options:

1. Accept staff's recommendations on the accounts to be written off;
2. Not approve any accounts to be written off;
3. Approve a portion of the accounts approved for write off

Governance Implications:


The write off of accounts is required to be approved by Council.

Budget/Financial Implications:

There is currently a reserve in excess of \$500,000 in the allowance for doubtful accounts.

Environmental Implications:

None.

	<p>City of Corner Brook Request for Decision (RFD)</p>
---	---

Prepared by: Dale Park
Director: Dale Park
City Manager: Rodney Cumby
Date: <i>July 4/19</i>

Additional Comments by City Manager:

Account / Roll #	Amount Outstanding	Notes
055600380003	\$818.24	HBB - 2016-2018
031400520555	\$325.21	HBB - 2017-2018
073910060555	\$238.73	HBB - 2016-2017
010210280001	\$5,348.68	Business closed - 2016-2018
010200170002	\$328.45	Business closed - 2016
FREN0003	\$346.02	Business close - 2017
TCSC0001	\$9,643.22	Business closed and filed for bankruptcy
BARR0018	\$1,572.10	Business closed in 2015 - 2013-15
001910010000	\$7,217.77	O/s since 1990s - unable to locate properties
001910020000	\$8,758.74	O/s since 1990s - unable to locate properties
089500060000	\$1,688.16	O/s since 1990s - unable to locate properties
094500300000	\$7,734.26	O/s since 1990s - unable to locate properties
055900340009	\$1,876.78	Business Closed and filed for bankruptcy - 2019
062300400000	\$4,111.06	Business closed - Crown leases - not able to do tax sale
062300401000	\$11,375.82	Business closed - Crown leases - not able to do tax sale
062311000000	\$14,692.76	Business closed - Crown leases - not able to do tax sale
029900510555	\$1,272.50	HBB 2016-2018
HUMB0025	\$13,749.49	Business taxes and land leases - 2013-14
HUMB0024	\$17,061.63	Business taxes and land leases - 2015-16
ASHF0003	\$605.24	OOJ - original amount paid - subsequent billing not paid
EZEK0010	\$3,469.75	Business Closed -2014-16
OREI0007	\$4,204.37	OOJ 2014 - \$1000 paid
RGMI0001	\$2,392.87	Business closed - 2014-15
TOTAL	\$118,831.85	