



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, October 7, 2019 at 7:00 PM. Council Chambers, City Hall.**

CITY CLERK

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1 CALL MEETING TO ORDER

2 APPROVALS

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3.1 Business Arising From Minutes

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**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 16 SEPTEMBER, 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 Development and Planning
	J. Carey	D. Burden, Director of Public Works, Water and Waste Water Services
	L. Chaisson	M. Redmond, City Clerk
	V. Granter	B. Tibbo, Seargent-At-Arms
	B. Staeben	

**Absent with
Regrets:**

T. Flynn, Director of Protective Services

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

19-166 Approval of Agenda

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to approve the agenda for the Regular Council meeting, September 16, 2019, as circulated. **MOTION CARRIED.**

19-167 Conflict of Interest

There were no conflict of interests declared by any of the members present.

19-168 Approval of Minutes, August 26, 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 August 26, 2019, as presented. **MOTION CARRIED.**

19-169 Confirmation of Minutes

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify Minute CC19-062 – Approval of Agenda for the Council in Committee meeting, September 9, 2019, as presented. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to ratify Minute CC19-064 - Woodman's Avenue Culvert Upgrade. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to ratify Minute CC19-065 - to cancel the tender for the Griffin Drive to Riverside Drive Trail Resurfacing Contract 2019-40. **MOTION CARRIED.**

19-170 Business Arising From Minutes

No items were brought forward.

19-171 National Polycystic Kidney Disease Awareness, September 4, 2019

Mayor Parsons advised that a proclamation was signed declaring September 4, 2019 as **NATIONAL POLYCYSTIC KIDNEY DISEASE AWARENESS DAY.**

19-172 Prostate Cancer Awareness Month, September 2019

Mayor Parsons advised that he declared the month of September 2019 as Prostate Cancer Awareness month.

19-173 Pride Week, September 16-22, 2019

Mayor Parsons advised that he declared the week of September 16 - 22, 2019 as Pride Week. **MOTION CARRIED.**

19-174 COMMUNITY AWARDS 2019

Councillor T. Buckle reported that the City will be partnering with the Greater Corner Brook Board of Trade- Small Business Award Committee on sponsoring community recognition awards. He stated the deadline for nominating candidate is September 30, 2019.

19-175 Combined Sewer Separation Phase 3 - Amendment No. 16

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to approve amendment No. 16 for the Combined Sewer Separation Phase 3 2017-22 for Newfoundland Design Civil Limited- Prime Consultant Agreement in the amount of \$52,948.20 (HST included). **MOTION CARRIED.**

19-176 Combined Sewer Separation Phase 1 -Change Order No. 21

On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is **RESOLVED** to approve the change order 21 between City of Corner Brook and West Coast Excavating and Equipment Company Ltd. for the Combined Sewer Separation Project Phase 1 in the amount of \$30,577.58 (HST included). **MOTION CARRIED.**

-
- 19-177 Combined Sewer Separation Phase 1 - Change Order No. 29**
On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is **RESOLVED** to approve the change order 29 between City of Corner Brook and West Coast Excavating and Equipment Company Ltd. for the Combined Sewer Separation Phase 1 in the amount of \$58,784.00 (HST included). **MOTION CARRIED.**
- 19-178 Combined Sewer Separation Phase 1 - Change order No. 31**
On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to approve change order 31 for the Combined Sewer Separation Phase 1 in the amount of \$22,044.00 (HST included). **MOTION CARRIED.**
- 19-179 Municipal Plan Amendment MP19-03 & DR19-03 - Comprehensive Residential Development Area(CRDA) to Residential Medium Density(RMD)- 701 O'Connell Drive**
On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** that the Council of the City of Corner Brook authorize staff to carry out a public consultation, as per section 14 of the Urban and Rural Planning Act, 2000 (henceforth "URPA"), and seek public input when considering a land use re-designation from 'Comprehensive Residential Development Area' (CRDA) to 'Residential Medium Density' (RMD), to allow for the construction of a single dwelling at 701 O'Connell Drive. **MOTION CARRIED.**
- 19-180 Discretionary Use - 341 O'Connell Dr -**
On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** pursuant to Section 11 of the City of Corner Brook 2012 Development Regulations, to approve the application for the proposed "medical and professional" use at the property located at 341 O'Connell Drive. **MOTION CARRIED.**
- 19-181 Change of Non-Conforming Use - 25 Poplar Rd**
On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** pursuant to Section 82 (3)(d) of the City of Corner Brook 2012 Development, to approve the application for the proposed "veterinary clinic" at the property located at 25 Poplar Road. **MOTION CARRIED.**
- 19-182 Metered Parking Regulations**
On motion by Councillor T. Buckle, seconded by Councillor L. Chaisson, it is **RESOLVED** that pursuant to the powers vested in it under Sections 188, 197, 203, 438, & 439 of the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended, Section 189 of the Highway Traffic Act, R.S.N.L. 1990, c. H-3, as amended, the delegation of power by the Minister of Transportation and Works dated February 8, 2010, and all other powers it enabling, the

Council of the City of Corner Brook hereby adopts and enacts the following Metered Parking Regulations 2019 and thereby repeals the current Parking Meter Regulations that were enacted April 21st, 2008. **MOTION CARRIED.**

19-183 Policy Framework Review

On motion by Councillor V. Granter, seconded by Councillor B. Staeben **RESOLVED** that the following Council Policies be rescinded:

1. Policy No. 09-03-01 - Attendance
2. Policy No. 09-03-02 - Childcare Service Act
3. Policy No. 09-03-04 - Emergency Procedures
4. Policy No. 09-03-05 - Equipment & Facilities
5. Policy No. 09-03-06 - Program Documentation
6. Policy No. 09-03-07 - Parent Information
7. Policy No. 09-03-09 - Non-Resident/Resident Reservation Program
8. Policy No. 09-03-10 - Registration and Pre-payments
9. Policy No. 09-03-11 - Reporting Child Abuse
10. Policy No. 09-03-12 - Program Rules and Regulations
11. Policy No. 09-03-13 - Safety and Security of Children
12. Policy No. 12-02-03 - Computer Purchase Program
13. Policy No. 01-01-09 - Community Services - Dog Licence

19-184 Purchase & Sale Agreement - AMENDMENT - 53 Lundrigan Drive

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve execution of the Amendment Agreement between the City of Corner Brook and EJ Property Holdings Ltd. for land located at 53 Lundrigan Drive. **MOTION CARRIED.**

19-185 Lease Agreement - 91 Humber Road

On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is **RESOLVED** to approve execution of the Lease Agreement between the City of Corner Brook and the property owner at 91 Humber Road for City land adjacent to 91 Humber Road. **MOTION CARRIED.**

The meeting adjourned at 7:35 p.m.

City Clerk

Mayor

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Ratification of Decisions	
Report Information	
Department: City Manager's Office	Attachments: N/A
Prepared By: Marina Redmond	Council Meeting Date: Oct 7, 2019

Issue: To ratify decisions made in a privileged meeting in accordance with Section 41 of the *City of Corner Brook Act*.

Proposed Resolution:

It is RESOLVED to ratify minute CC19-066 – Approval of Agenda

On motion by Councillor B. Staeben, seconded by Councillor V. Granter, it is **RESOLVED** that the agenda for the Council in Committee meeting, September 23, 2019 be approved as presented. **MOTION CARRIED.**

It is RESOLVED to ratify minute CC19-070 – Funding Request for Participark Project

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve a contribution of up to \$112,000 (7% of project net cost) to the Qalipu First Nation proposal for the redevelopment of the "Participark" trail in Corner Brook, NL., **MOTION CARRIED.**


It is RESOLVED to ratify minute CC19-071 – Approval of Agenda

On motion by Councillor V. Granter, 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, September 30, 2019 to consider the following: Todd Street Improvements. **MOTION CARRIED.**

It is RESOLVED to ratify minute CC19-073 – Todd Street Improvements

On motion by Councillor J. Carey, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** that the Council of the City of Corner Brook approve the Proposal from Anderson Engineering Consultants Limited in the amount of \$9,717.50 (HST Included), for consulting services related to Todd Street Improvements. **MOTION CARRIED.**

Governance Implications: 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."

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Marina Redmond	[REDACTED]	
City Manager: Rodney Cumby		
Date: October 2, 2019		

Additional Comments by City Manager:

Petition to the City of Corner Brook – September 30, 2019

We, the residents of Rosedale Street and Mayfair Avenue, Corner Brook, respectfully submit this petition to the Mayor and Councillors of our city. These two streets are in a deplorable condition and have been for many years. They are not suitable for driving or walking and are unsafe for children. Certain places on Rosedale Street you can put your foot “down into the holes in the concrete”. There are cracks in the concrete everywhere. It’s so terrible to look at. Keep in mind we have tourists that visit our city and take this route to Captain Cook’s National Historic Site. Imagine their impression of this city. Many people drive on the wrong side of the road in order to avoid the holes which cause damage to our vehicles.

We are long overdue for pavement. We had a petition, signed by residents, many years ago and very little was done. Many streets have been repaired or paved since then. This street is much worse than others. We were promised our street would be done soon after Edinburgh Street.

Would you please seriously consider doing something for us in the coming year before someone gets hurt or our vehicles are severely damaged.

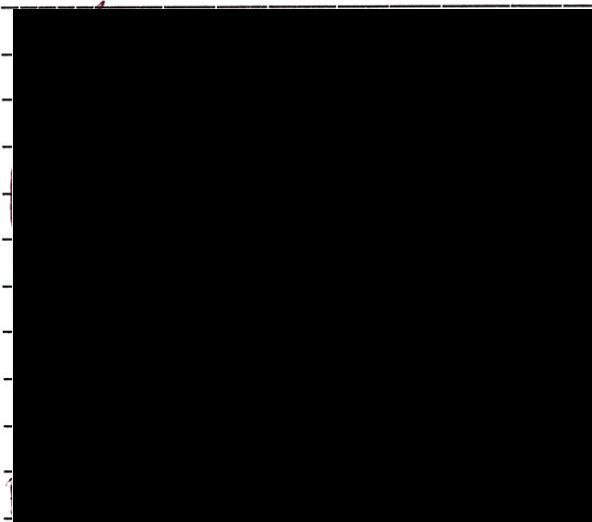
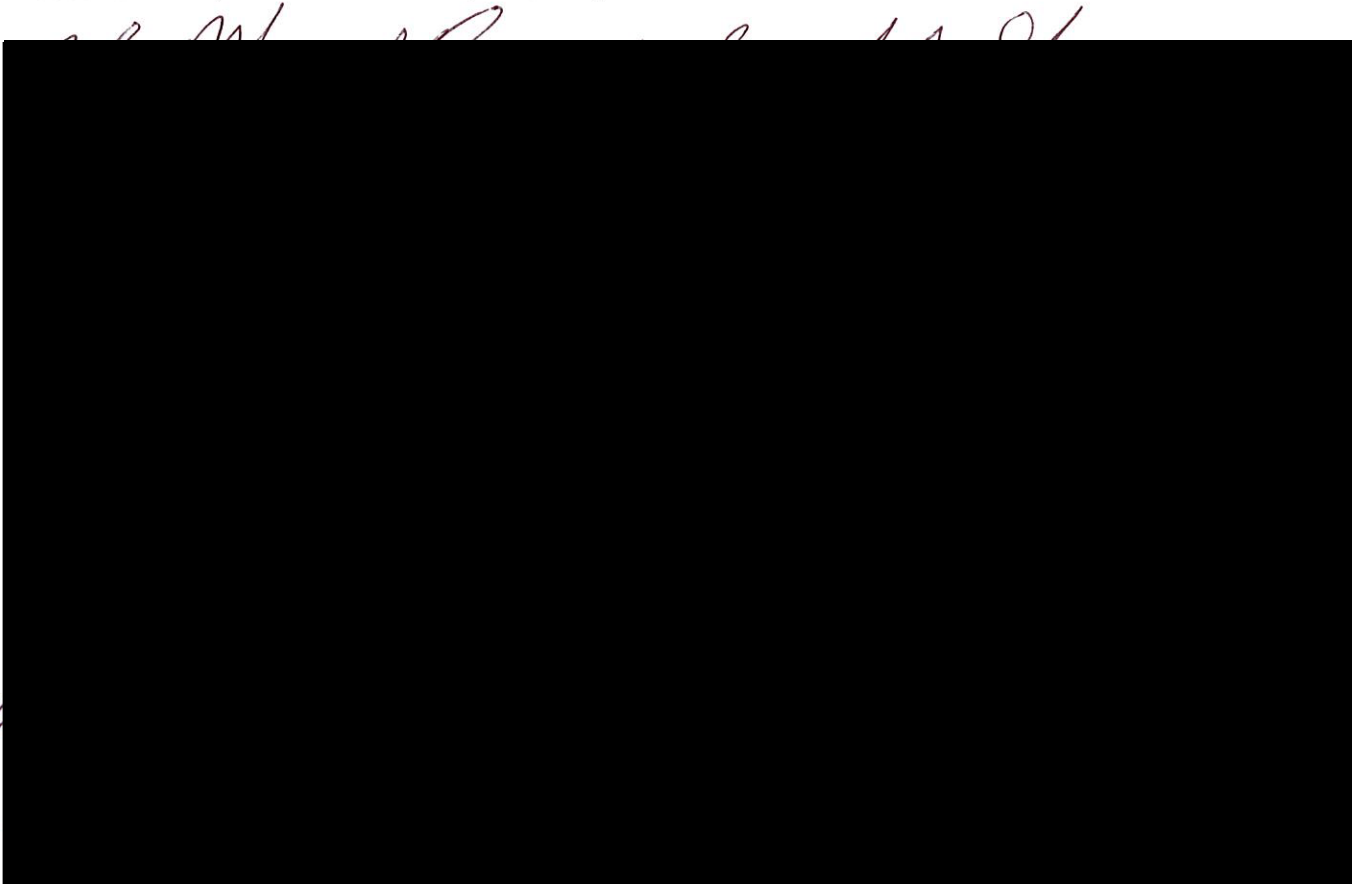
Thank you.

Signed by the Residents of Rosedale Street and Mayfair Avenue:

In accordance with the ATIPPA Act, names and signature have been redacted in accordance with Section 40 of the ATIPPA Act. There were 37 residents who signed the petition

bst

Petition to the City of Corner Brook – September 30, 2019



20 Rosedale

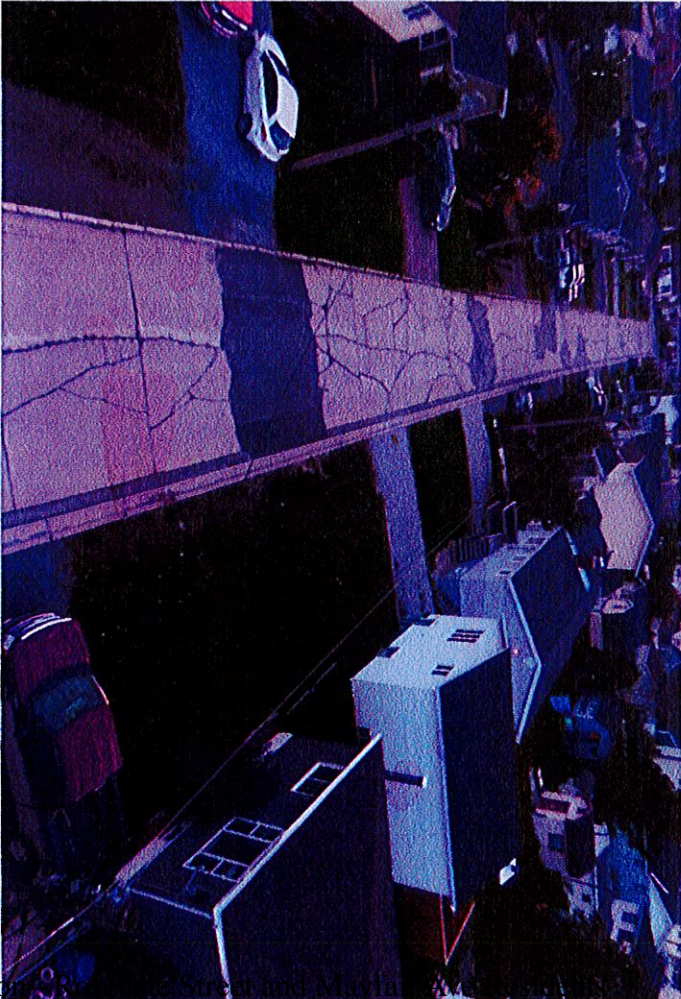
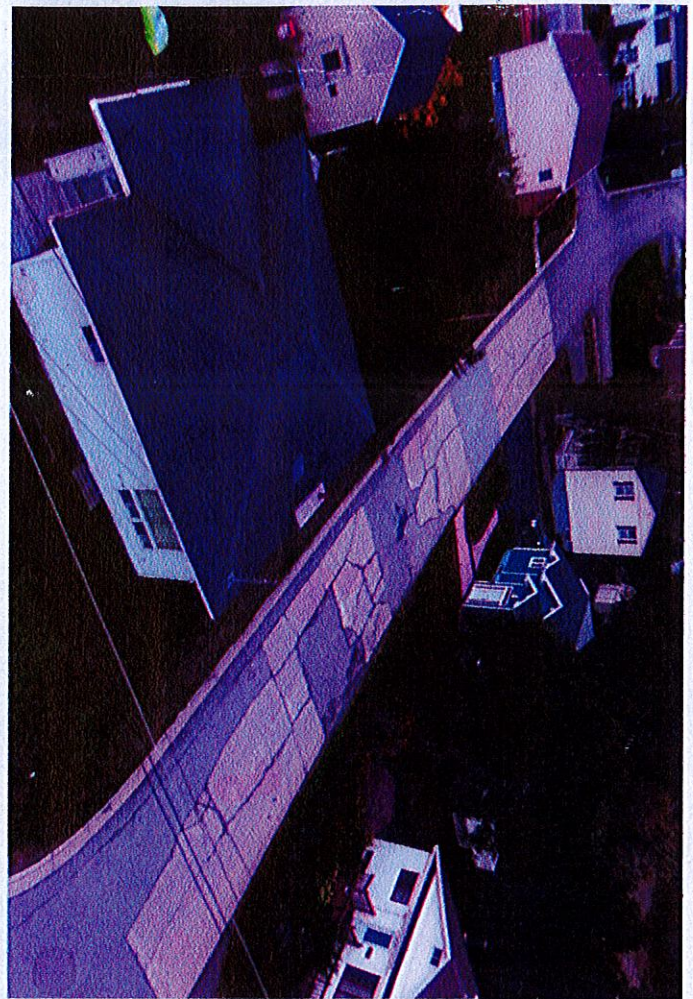
20 "

20 "

141-1414 St
County Rd.

Corner Ave

22 Rosedale.







City of Corner Brook
NOT EVERY HERO WEARS A CAPE. PLAN AND PRACTICE YOUR ESCAPE
Corner Brook Fire Department
Fire Prevention Week 2019

Proclamation

WHEREAS, the City of Corner Brook is committed to ensuring the safety and security of all those living in and visiting Corner Brook; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, when the smoke alarm sounds Corner Brook residents may have less than two minutes to escape to safety; and

WHEREAS, residents should make a home escape plan, drawing a map of each level of the home, showing all doors and windows and practice the plan with everyone in the household, including visitors; and;

WHEREAS, residents should practice the home fire escape drill at least twice a year, during the day and at night; and

WHEREAS, residents should teach children to escape on their own in case adults can't help them; and

WHEREAS, residents should make sure everyone in the home knows how to call **9-1-1** from a cell phone or a neighbor's phone; and

WHEREAS, residents in a real emergency should get low and go under the smoke to get out quickly; and

WHEREAS, residents should get out and stay out and never going back inside the home for people, pets, or things; and

WHEREAS, Corner Brook residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2019 Fire Prevention Week theme, ***“Not Every Hero Wears a Cape. Plan and Practice Your Escape!”***TM, effectively serves to remind us that we need to take personal steps to increase our safety from fire.

THEREFORE, I Jim Parsons, Mayor of Corner Brook do hereby proclaim October 6-12, 2019, as **Fire Prevention Week** throughout this City. I urge all the people of Corner Brook to be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Corner Brook's Fire and Emergency Services during Fire Prevention Week 2019.

Jim Parsons, Mayor
City of Corner Brook

Date



PROCLAMATION

NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH

WHEREAS, National Disability Employment Awareness Month (DEAM), in October, is the time for acknowledging and celebrating the workplace contributions of people in our city who have a disability, and business successes and benefits stemming from hiring with a focus on diversity and inclusivity; and

WHEREAS, DEAM is also the time to acknowledge that there is still more opportunity to keep raising awareness that it's critical for all businesses to review their recruitment process. There is a vast "hidden" talent pool of highly educated and skilled people who are still too often overlooked. For example, the Statistics Canada 2017 Canadian Survey on Disability showed overall the employment rate of adults who have a disability is 59%, compared to 80% for those without a disability. Other recent research has shown 71% of businesses haven't hired staff who have a disability because they're unaware of the job skills of people in this hidden talent pool; and

WHEREAS, Throughout Disability Employment Awareness Month, MentorAbility, through the Canadian Association for Supported Employment, will be promoting and celebrating the successes and benefit of inclusive hiring practices right across the country through a social media campaign, and local events with organizations throughout the town; and

WHEREAS, the promotion and celebration of the workplace accomplishments of people across our city who have a disability, adds strength to the call for more businesses to become more aware of the benefit of inclusive employment, and to move towards increased employment opportunities for skilled people from the disability talent pool; and

THEREFORE, I, Mayor Jim Parsons, do hereby proclaim October, as Disability Employment Awareness Month in the City of Corner Brook.

Dated at the City of Corner Brook, this 7th day of October, 2019.



Mayor City of Corner Brook



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

Subject Matter: Library Fire Exit Step Replacement

Report Information

**Department: Community, Engineering,
Development & Planning**

Attachments: Quote

Prepared By: Jim Warford

**Council Meeting Date: September 30,
2019**

Issue: The City of Corner Brook has requested quotations in replacing and installing new concrete steps and railing for the Library fire exit.

Background: The library fire exit steps are deteriorating and unsafe for walking on, it was requested that they be removed and installed new concrete steps.

Recommendation: Quotations for the Library Fire Exit Steps Replacement closed on September 24, 2019 with the following three (3) quotes received:

Etheridge's Maintenance	\$ 7,670.50
Cangro Services Limited	\$ 9,085.00
Accurate Construction Ltd.	\$13,695.45

Quotations were reviewed by staff and recommend Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook award the Quotation to Etheridge's Maintenance for the price of \$7,670.50 (HST Included) for the Library Fire Exit Steps Replacement.

Options:

1. That the Council of the City of Corner Brook award the quotation to Etheridge's Maintenance for the Tender price of \$7,670.50 (HST Included) for the Library Fire Exit Step Replacement.
2. That the Council of the City of Corner Brook not award the tender to Etheridge's Maintenance for the Tender price of \$7,670.50 (HST Included) for the Library Fire Exit Step Replacement.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

Budget/Financial Implications: Estimated Cost \$7,500.00 (HST Included)



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

Prepared by: Jim Warford

Director: Darren Charters

City Manager: Rodney Cumby

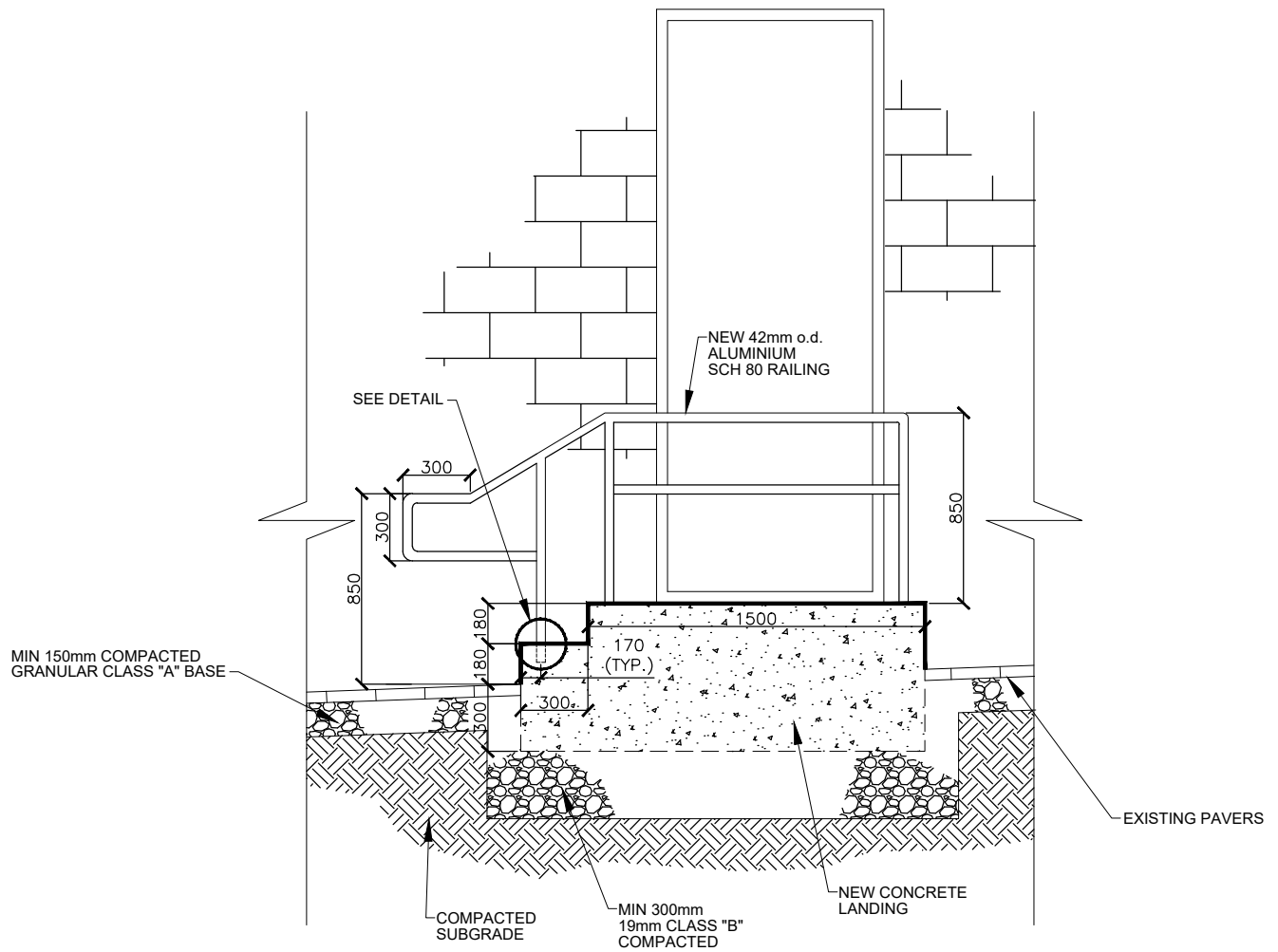
Date: August 19, 2019

Additional Comments by City Manager:

NOTES

PROJECT INCLUDES:

- REMOVAL OF EXISTING CONCRETE STEP.
- REMOVAL OF APPROPRIATE PAVING STONES TO ACCOMMODATE CONSTRUCTION OF NEW CONCRETE LANDING, STEPS AND HANDRAIL.
- REINSTATEMENT OF PAVING STONES UPON COMPLETION OF LANDING, STEP AND HANDRAIL CONSTRUCTION.

**ELEVATION**

SCALE
N.T.S.

Library Emergency Exit Steps



CITY OF CORNER BROOK

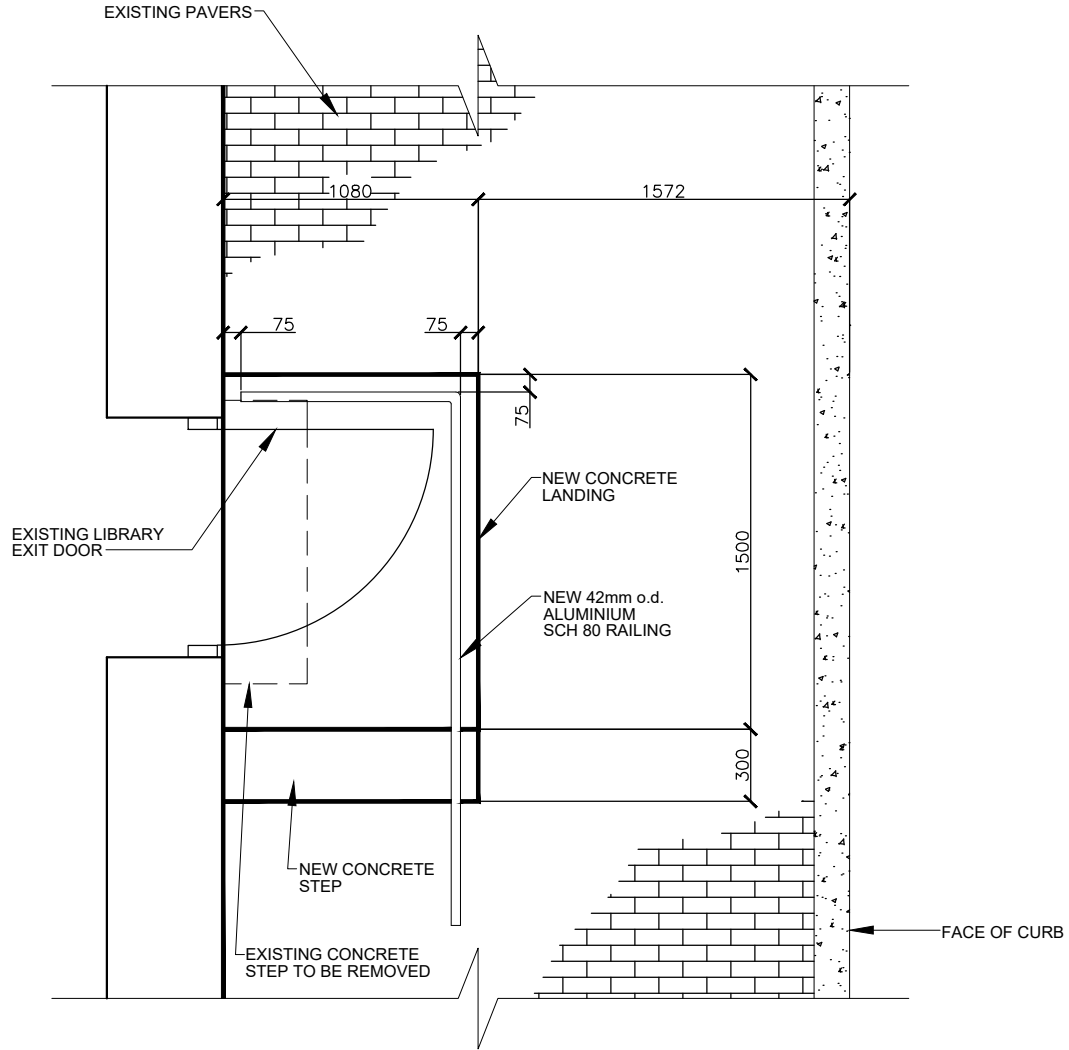
DRAWN BY:
M.K.

DATE:
**JULY
2019**

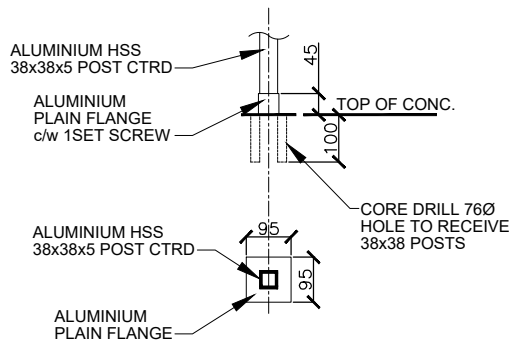
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SK-02

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**LIBRARY FIRE EXIT
DOOR UPGRADES**



PLAN VIEW



TYP. SOCKET FLANGE







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

Subject Matter: Asphalt Paving Program 2019 Change Order 1

Report Information

Department: Community, Engineering, Development & Planning

Attachments: Change Order 1

Prepared By: Jim Warford

Council Meeting Date: October 7, 2019

Issue: Work is to include, excavation, granular landfill, curb, storm sewer, and asphalt paving at Todd Street.

Background: Todd Street is a narrow substandard street section that runs from West Street around the rear of Ultramar and the Good house building (67 to 93 West Street). A parking lot area has recently been constructed to rough grade. Improvements to Todd Street are intended to service this area and act as a trail head for the new Three Bear Mountain (Major Bertram Butler) trail.

Recommendation: Approve the contract Change Order No. 1 between the Owner (City of Corner Brook) and Contractor (Marine Contractors Inc.) for the Asphalt Paving Program required for additional work to the Todd Street area.

Be it resolved that the Council of the City of Corner Brook approve the contract Change Order No. 1 in the amount of \$254,430.37(HST Included) between the Owner (City of Corner Brook) and Contractor (Marine Contractors Inc.) for the Asphalt Paving Program required for additional work to the Todd Street area.

Options:

1. That the Council of the City of Corner Brook execute the change order for Marine Contractors Inc.
2. That the Council of the City of Corner Brook not execute the change order for Marine Contractors Inc.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA


Governance Implications:


Budget/Financial Implications: DUDAP

Environmental Implications: NA

Prepared by: Jim Warford

Director: Darren Charters

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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<p>City Manager: Rodney Cumby</p>		
<p>Date: October 7, 2019</p>		

Additional Comments by City Manager:

**Dept. of Municipal & Intergovernmental Affairs
Municipal Water Sewer & Roads Specification
CONTRACT CHANGE ORDER NOTICE**

Page 1 of 2

Form #5

March 2016

PROJECT NAME: Asphalt Paving Program 2019 **PROJECT NO.:** ACOA-206870

CHANGE ORDER NUMBER: 001 (Marine Contractors) **DATE:** October 7, 2019

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

Excavation, granular backfill, curb, storm sewer and asphalt paving at Todd Street.

.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: _____ REVISED COMPLETION DATE: _____

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

() No Change

(X) Addition to Contract including GST payable by the Owner \$254,430.37

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

CONTRACTOR: _____
(Signature)

Authorized Contract Amount \$ 2,801,543.75

**Dept. of Municipal & Intergovernmental Affairs
Municipal Water Sewer & Roads Specification
CONTRACT CHANGE ORDER NOTICE**

Page 2 of 2

Form #5

March 2016

Previous Change Orders	\$
This Change Order	\$ 254,430.37
New Approved Contract Amount	\$3,055,974.12

.5 AUTHORIZATION TO PROCEED

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

DATE: _____	CONSULTANT: _____
DATE: _____	OWNER: _____

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____	CONSULTANT: _____
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.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

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

CITY OF CORNER BROOK
TODD STREET EXTENSION - ROAD IMPROVEMENTS

4-Oct-19

AEC P/N: 191662

SCHEDULE OF QUANTITIES AND PRICES - PRELIMINARY ESTIMATE

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the Contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. HST, if applicable, is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
DIVISION #1					
01010	Mobilization & Demobilization				
	(not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of item . "sub-total on last page)	LS	1	\$ 5,000.00	\$ 5,000.00
01020	Cash Allowance				
	1. Tracing Underground Infrastructure	Allow.	1	\$ 2,600.00	\$ 2,600.00
	2. Work related to working around and maintaining existing buried fibre line	LS	1	\$ 20,000.00	\$ 20,000.00
01570	Traffic Regulations				
	1. Flagpersons Wages	Hr	120	\$ 30.00	\$ 3,600.00
DIVISION #2					
02070	Sitework, Demolition & Removal of Structures				
	1. Removal of Concrete Curb & Gutter	LS	1	\$ 25.00	\$ 25.00
	2. Removal of Brick Paver Sidewalk and Salvage/Return to City	LS	1	\$ 1,500.00	\$ 1,500.00
	3. Removal of Asphalt Pavement	LS	1	\$ 1,000.00	\$ 1,000.00
	4. Removal of Existing Storm Sewers	m	46	\$ 30.00	\$ 1,380.00
	5. Removal of Catch Basins, Manholes & Ditch Inlets	Each	3	\$ 500.00	\$ 1,500.00
	6. Plug or Cap existing Catch Basin Lead	Each	1	\$ 1,200.00	\$ 1,200.00
02104	Landscaping, Seeding, Sodding & Tree Preservation				
	1. Supply & Placing Topsoil	m ²	165	\$ 50.00	\$ 8,250.00
	2. Supply & Placement of Sod	m ²	165	\$ 50.00	\$ 8,250.00
02223	Excavation, Trenching & Backfilling				
	1. Main Trench Excavation				
	A. Common	m ³	198	\$ 20.00	\$ 3,960.00
	2. Granular Pipe Bedding				
	A. Class "B" for New Storm Sewers	m ³	66	\$ 90.00	\$ 5,940.00
02224	Roadway Excavation, Embankment & Compaction				
	1. Mass Common Excavation	m ³	644	\$ 18.00	\$ 11,592.00
	2. Imported Rock Fill 150mm Minus	t	246	\$ 22.00	\$ 5,420.80

CITY OF CORNER BROOK
TODD STREET EXTENSION - ROAD IMPROVEMENTS

4-Oct-19

AEC P/N: 191662

SCHEDULE OF QUANTITIES AND PRICES - PRELIMINARY ESTIMATE

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the Contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. HST, if applicable, is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
02233					
	Selected Granular Base & Sub-base Materials				
	1. Class "A" Granular Base	tonne	486	\$ 30.00	\$ 14,580.00
	2. Class "B" Granular Sub-base	tonne	964	\$ 29.00	\$ 27,956.00
02528					
	Concrete Walk, Curb & Gutters				
	1. Supply & Placement of Granular Base Material	m ³	16	\$ 60.00	\$ 960.00
	2. Placement of Salvaged Red Brick Pavers	LS	1	\$ 2,000.00	\$ 2,000.00
	3. Supply & Placement of Concrete Barrier Curb	m	144	\$ 125.00	\$ 18,000.00
02552					
	Hot Mix Asphalt Concrete Paving				
	1. Supply & Placement of Base Course	tonne	168	\$ 195.00	\$ 32,760.00
02574					
	Reshaping & Patching Asphalt Pavement				
	1. Cutting of Asphalt Pavement	m	38	\$ 10.00	\$ 380.00
	2. Milling of Asphalt Pavement	m	38	\$ 10.00	\$ 380.00
02601					
	Manholes, Catch Basins, Ditch Inlets & Valve Chambers				
	1. Supply and Placement of Pre-Cast Manholes 1.5mØ c/w frame & cover				
	A. 2m or less (One with Catch Basin Frame and Cover)	Each	2	\$ 6,500.00	\$ 13,000.00
	B. 2m to 2.5m	Each	1	\$ 7,000.00	\$ 7,000.00
	2. Supply and Placement of Pre-Cast Catch Basins c/w Cover	Each	3	\$ 2,850.00	\$ 8,550.00
02702					
	Pipe Sewer Construction				
	1. Supply & Placement of Storm Sewer				
	A. 450mmØ HDPE	m	54	\$ 180.00	\$ 9,720.00
	2. Locate and Connect to Existing	Each	2	\$ 1,200.00	\$ 2,400.00
	3. TV Camera Inspection	m	36	\$ 65.00	\$ 2,340.00
	a. Subtotal				\$ 221,243.80
	b. HST 15% of a.				\$ 33,186.57
	C. Grand Total (carry forward to page 1 of tender form)				\$ 254,430.37

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Climate Change Local Action Plan

Report Information

Department: CEDP

Attachments: LAP Document

Prepared By: Annette George

Meeting Date: September 16, 2019

Issue: The Community Services branch of the City of Corner Brook has prepared a climate change local action plan for Phase 3 of the Partners for Climate Protection (PCP) initiative. The action plan is to be submitted to the Federation of Canadian Municipalities (FCM) as a key milestone in recognizing and further developing the City's efforts to reduce greenhouse gas emissions. This action plan requires adoption by Council to illustrate the City's commitment to climate change adaptation and mitigation strategies.

Background: The Partners for Climate Protection program is a network of Canadian municipal governments that have committed to reducing greenhouse gases and acting on climate change. PCP is a partnership between FCM and ICLEI - Local Governments for Sustainability. The City of Corner Brook joined PCP in 2006.

The PCP program is based on a five-milestone framework:

1. Completing of a greenhouse gas and energy use inventory and forecast for the community and municipal operations
2. Setting local greenhouse gas reduction targets
3. Development of a Local Action Plan to meet established reduction targets
4. Implementation of actions identified in an adopted Local Action Plan
5. Monitoring and measurement of actions and results

The City has completed Milestone 1 and 2 with the 3rd milestone now complete for submission.

Proposed Resolution: **Be it RESOLVED that the Council of the City of Corner Brook** adopt the City of Corner Brook Climate Change Local Action Plan issued September 2019.

Recommendation: Staff recommends option one, that Council adopt the City of Corner Brook Climate Change Local Action Plan.

Options: The following options are available:

1. That Council adopt The City of Corner Brook Local Action Plan.



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

1. That Council decline to adopt the City of Corner Brook Local Action Plan.
2. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: Not Applicable.

Governance Implications: Not Applicable.

Budget/Financial Implications: Not Applicable.

Environmental Implications: The Local Action Plan will provide the framework for City Staff and Council to tackle adaptation and mitigation strategies pertaining to climate change.

Prepared by: Annette George	
Director: Darren Charters	
City Manager: Rodney Cumby	
Date:	

Additional Comments by City Manager:

Local Climate Action Plan

City of Corner Brook



2019



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Executive Summary-Committed to a Sustainable Corner Brook

It is widely accepted that human beings are causing the Earth's climate to change, and that climate change is hurting our health, economy, security, and environment. Leaders, businesses, and citizens all have a role to play in fighting climate change.

The City of Corner Brook is committed to becoming a sustainable community. This Local Action Plan was made with the input of the community, and City staff, with the goal of outlining our steps for fighting climate change. We have made many eager commitments which show our drive to help our environment, and in turn enhance the lives of our citizens.

The Local Action Plan is the product of Milestone Three from our commitment to the Partners for Climate Protection (PCP) guide for communities. The PCP guide helps communities like ours change their actions and fight climate change. Our goal is to lower the City's corporate pollution emissions by 20%, and the entire community's emissions by 6%.

This plan will serve as a blueprint for council and staff as they work towards our goal of making Corner Brook a sustainable City. It will help us scale back our emissions, protect our environment, and raise the quality of life of our residents.

The Goals

Goal 1: Become a greener and more sustainable city

Goal 2: Enhance knowledge and understanding of climate change

Goal 3: Conduct City operations with the target of improving energy efficiency and reducing GHG emissions

Goal 4: Engagement and Community Action: Create a partnership between the City of Corner Brook, Industry Commercial Groups, and Citizens

Goal 5: A collaborative effort of mitigating climate change through reductions in greenhouse gas



Message from the Mayor-Jim Parsons

The City of Corner Brook is recognized for its strong connection to the natural environment in which it exists. Surrounded by a beautiful boreal forest and mountainous terrain that slopes into the historic Bay of Islands, the very fabric of the City is rooted in all that nature provides us.

Embracing this close relationship with nature, it is incumbent upon all of us to be good stewards

of the environment by doing all that we can to ensure a sustainable future, not only for those who live here today, but also for the many generations to come.

The City of Corner Brook is committed to incorporating climate change actions into its daily operations that will help lead the community on a path to a more environmentally

sustainable future. We recognize that collaboration with all citizens and special interest groups is critical if we are to meet the challenges ahead. By working together we can improve the quality of life through best practices in sustainability.

I commend past and current Councillors for creating an environment where the relationship between environmental, cultural, social and economic prosperity have considerable

implications on the work that we do.

In partnership with the Federation of Canadian Municipalities (FCM), most major Canadian cities have developed policies and programs to conserve energy to reduce greenhouse gas (GHG) emissions.

As a City we are pleased to introduce the Local Action Plan for Corner Brook. I am confident that our community will rise to the global challenge to build on the progress that has been made to mitigate harmful effects of climate change.

Our actions on climate change will have co-benefits to our neighboring communities, the province, country and world. Some of these benefits include a greener place to live, safe and secure energy, waste reduction, improved lifestyles, a stronger economy, and sustainable forests & food. (West, J. et al, 2013)

This report includes a vision for our community-based initiative for a 20% reduction in GHG emissions below 2008 baseline levels for municipal operations, and a 6% reduction in GHG emissions below baseline levels for the community within 10 years, even when factoring in our projected growth. We have made considerable progress towards achieving these goals, and will continue to work diligently to meet our targets.

If we act together, we can become the most sustainable City in Canada.

“It is a simple fact of life on earth that there is going to be no successful mitigation of the climate change problem without a truly global effort. All developing companies [and] all major developing countries have to be part of that [effort] and accept substantial constraints on greenhouse gas emissions.”

Ross Garnaut



Corner Brook Community Profile



Corner Brook is located on the western shores of Newfoundland near the headwaters of the Bay of Islands. With a spectacular combination of ocean and mountain scenery, four seasons offering distinct experiences, and friendly people, Corner Brook is known around the world as both a popular tourist attraction and one of the best places to live, work, and carry out business.

First surveyed by renowned explorer Captain James Cook in 1767, the region is surrounded by some of the most unique and stunning scenery in the world. Originally supporting small fishing and logging populations, the area was formally developed after the opening of the paper mill in 1925.

Trails in Corner Brook

Corner Brook is host to many walking, hiking, biking, skiing, ATV, and snowmobile trails. Whether winding through town on the Stream and Gorge Trail system, or hiking/biking the scenic multi-use Ginger Route and Curry Trail, there is no shortage of opportunities for outdoor recreation right in the heart of the City.



Cultural Heritage

Corner Brook boasts a significant and diverse cultural heritage. First nations are celebrated in the area with the Qualipu First Nations Band. Heritage plaques can be found throughout the City which highlight the unique history of Corner Brook. Interesting and exciting monuments can be found throughout the City, including the Remembrance Square Memorial and the Newfoundland Railway Monument.



Wetland Interpretation Site

In many places in Canada, nearly 70 % of wetland habitats have been destroyed. According to Duck's Unlimited, wetlands are key to the lifecycles of nearly 600 species of waterfowl and wildlife. In an effort to conserve wetland habitat, the Corner Brook Stream Development Corporation in partnership with Duck's Unlimited constructed a wetland's interpretation site



Salmon Ladder

For many years, salmon were unable to return to their original spawning grounds in the Corner Brook Stream due to the construction of the damn at the Glynmill Inn Pond. In 2002, a fish ladder was constructed and several organizations assisted with the release of fry into the stream, salmon are now returning to the Corner Brook Stream to spawn.



Captain Cooks Monument

While Captain James Cook is a historical figure throughout the world, his work on the West Coast of Newfoundland had great impact on the development of the region. In fact, Cook enhanced his surveying and cartographic skills in the Bay of Islands prior to proceeding to his work in the Pacific.



Stewardship Association of Municipalities

The City of Corner Brook, in partnership with the Stewardship Association of Municipalities, designated an environmental conservation area in November 2018. Found along the North Shore Highway near Wild Cove, the area holds sensitive habitat, and multiple species of rare and endangered flora.



Aligning with Corner Brook's Other Strategic Plans

While creating this Action Plan the following documents have been incorporated:

Integrated Municipal Sustainability Plan (IMSP)

The IMSP sets direction through policy for the overall planning design and development of the City of Corner Brook for the next ten years. The City of Corner Brook is planning for sustainable growth. Our City is one of the first municipalities in Atlantic Canada to incorporate Integrated Community Sustainable Planning (ICSP) measures into a municipal planning policy and regulatory framework to result in an Integrated Municipal Sustainability Plan (IMSP).

The Corporate Priorities Plan

The City of Corner Brook's Corporate Priorities Plan sets out the organization's highest priorities.

In 2016, Corner Brook's City Council, the City Manager, and Directors led the development of a new Corporate Priorities Plan.

Community groups and stakeholders played a key role in shaping the Corporate Priorities Plan. Residents and stakeholder groups were able to voice their opinions about the past, present, and future of Corner Brook and amendments were made accordingly. The Corporate Priorities Plan is congruent with the Action plan in the following areas:

- Climate Change Mitigation and Adaptation
- Sustainable Development
- Sports And Eco (Adventure) Tourism Development
- Water And Sewer Infrastructure Planning
- Water Conservation
- Water Forecasting
- Trail Management Plan
- Corporate Asset Management Plan
- Partnerships Framework
- Energy Efficient Buildings
- Population Growth Strategy
- Property Inventory Management
- Recreation Facility Study
- Leisure, Recreation Indoor and Open Space Local Plan



Vision: Climate Action Plan

Municipal Vision: A Sustainable, Healthy, Clean City for Current and Future Generations.

The City of Corner Brook can be a sustainable city in which people can live, work, and play. This requires strong vision and commitment to sustainability and solutions from the City of Corner Brook, and all levels of government, industry, corporate and public sectors.

This includes:

- Stewardship of the Environment
- Sustainable Urban Development
- Reducing Environmental Pollution
- Increasing Resilience to Climate Change
- Sustainable Transportation
- Improving Water Quality
- Considering Eco-Green Space Development
- Tree and Plant Diversity
- Use of Sustainable Technology
- Being Environmentally Responsive & Proactive



Introduction and Municipal Direction



Our Commitment to Green

Our commitment to a greener sustainable City goes beyond individualistic approaches and beyond City Hall and Governance.

In Corner Brook, our thought has shifted to accepting that the wellbeing of all is interconnected with our environment. We no longer take our oceans, land, and air for granted, and collectively the community consciousness of environmental issues has moved towards taking action.

A deep seeded gratitude has risen for the beautiful area we live in. Our community interconnectedness to our environment and our focus is on collective restoration, protection and future enhancement.

This plan has been developed as a comprehensive *Action Plan* to preserving the health of the local environment for generations.

Partners and Data Sources

Phase I-III Partners and Data Sources City of Corner Brook Steering Committee

City of Corner Brook Council Jim Parsons Mayor Bill Griffin Deputy Mayor Tony Buckle Councillor Josh Carey Councillor Linda Chaisson Councillor Bernd Staeben Councillor Vaughn Granter Councillor	Rodney Cumby, City Manager	Marina Redmond, City Clerk
	Darren Charters, Director of Community, Engineering, Planning and Development	James Warford, Manager of Engineering Services
	Deon Rumbolt, Manager of Planning and Development	Annette George, Manager of Community Services
	Andrew King, Sustainable Development Technician	Bonita Decaire, Information Officer

Newfoundland Power Residential and General Service Accounts Detailed General Service Accounts	Newfoundland and Labrador Hydro Environmental Services	Statistics Canada 2006 Census Data 2001 Census Data AMEC	Office of Energy Efficiency Natural Resources Canada Demand Policy & Analysis Division Estimates of Heating Oil Usage
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Public Consultation-on Corporate Priorities Plan

Phase IV Partnership with Industry- Task Force/Committee

- Atlantic Coastal Action Program (ACAP)
Humber Arm
- MUN Grenfell Campus (Memorial
University of Newfoundland)
- WRWM (Western Regional Waste
Management)
- WEC (Western Environment Centre)
- College of the North Atlantic
- Environmental Policy Institute
- MMSB (Multi-Materials Stewardship
Board)
- Province of Newfoundland and Labrador
- CBPP (Corner Brook Pulp and Paper
Limited)
- Academy Canada
- Western School District
- Western Memorial Regional Hospital
- Businesses of Corner Brook



Why Act? Global Concern

There is an overwhelming scientific consensus that Earth's climate system is warming.

The Intergovernmental Panel on Climate Change (IPCC) is the leading international body for assessing the most recent scientific research on climate change. The IPCC is acknowledged by governments around the world as the most reliable source of advice on climate change. In its Fifth Assessment Report, the

IPCC concluded that there is an overwhelming scientific consensus that earth's climate system is warming and that human activities are mainly

responsible for the change. In recognition of this growing need for action, the development of global policy, significant commitment and investment within Canada and around the world, continues to advance.

Regions will need to apply a range of climate change responses. The action needs to increase the visibility and viability of the issues and create synergy and shared ownership to climate change.

The reality of climate change, and the associated extreme weather events it brings, is presenting a fundamental challenge to all environments and responding to these developments requires good climate change governance, leadership and an engaged community.

Without taking action and reducing GHG emissions, the 2018 Community emissions for the City of Corner Brook is forecast to reach 244,242 tonnes of eCO₂, a 35% increase from 2008. The corporate inventory is projected to increase to 2,025 tonnes of eCO₂, a 24% increase from 2008.

Municipal governments have an important contribution to make to climate protection. Up to half of Canada's greenhouse gas (GHG) emissions are under the direct or indirect control or influence of municipal governments. By 2012, communities could cut GHG emissions by 20 to 50 Mt from municipal operations and community-wide initiatives with investments in environmental infrastructure and sustainable transportation infrastructure. (FCM website)

Why should you care about climate change? 17 experts explain.

Business leaders, policymakers and UN officials tell us why they care about combatting climate change and why you should too.

"Inaction on climate change will greatly increase the numbers of people who are hungry and malnourished in our world. Therefore we must act now."

David Nabarro, UN Special Representative for Food Security and Nutrition

"The longer you delay action, the more expensive it becomes."

Helen Clark, Administrator of the UN Development Programme

"Climate change touches upon all ways of live today and it's gonna be worse tomorrow if we don't do anything today."

Helena Molin Valdes, Head of Climate and Clean Air Coalition Secretariat at the UN Environment Programme

"Good urbanization can be a really positive precursor of climate change."

Joan Clos, Director of UN Habitat



“If we don’t act on climate change it means that we are sort of living at the expense of what we shall leave to our children.”

Michel Jarraud, Secretary-General of the World Meteorological Organization

“The cost of inaction is much higher than the cost of action to build low-carbon and more resilient development.”

Rachel Kyte, World Bank Special Envoy for Climate Change

“If we don’t find an efficient and fast way to start solving it, we will pay a price that we simply cannot afford.”

Durwood Zaelke, President and Founder of the Institute of Governance & Sustainable Development

“The countries that pollute the least will suffer the most on the business-as-usual scenario.”

Kandeh Yumkella, Special Representative for the Secretary-General’s Initiative Sustainable Energy for All

“It’s a story of a challenge for all the human race to get involved in and do something about.”

Mark Boling President of the Southwestern Energy Company

“Not only me, my country people as well, they care for the environment.”

Dr. Nural Quadir – Government of Bangladesh

“The benefits of action overwhelm any possible cost.”

Nigel Purvis, CEO of Climate Advisers

“My message is: Do whatever you can, small or big, to help us fight against climate change!”

Romina Picolotti, President of Fundación Cedha (Center for Human Rights and Environment)

“I care about climate change because it affects every single issue that we care about: health, economy, education, our children”

Brendan Guy of the NRDC (Natural Resources Defense Council Global Fellow

“If we act on climate change we actually will have more productivity, we’ll have better health and the world will be altogether better.”

Dr. Andrew Steer, President and CEO of the World Resources Institute

“Climate change is perhaps the greatest long-term threat to biodiversity conservation but it’s also perhaps the greatest social justice challenge of the 21st century.”

Andrew Deutz, The Nature Conservancy

“So these things that people want to do anyway, I think there is a greater realization that they can have the benefits and the quality of life that they want and tackle climate change at the same time.”

Jennifer Morgan, The World Resources Institute

“Acting on it brings us all kinds of good things. It brings us jobs, livelihoods and profits.”

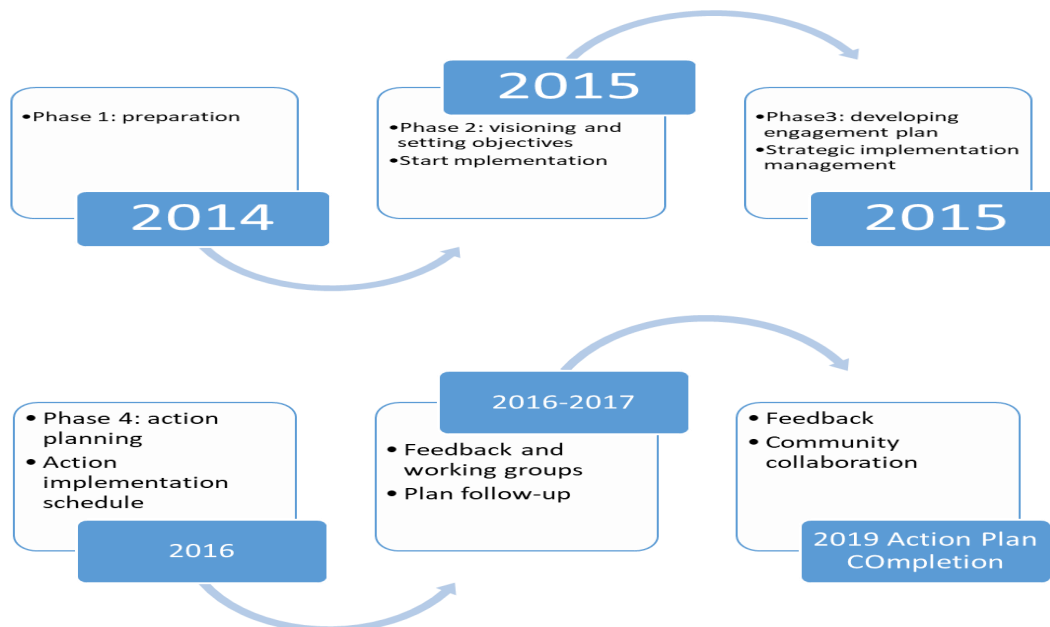
Michael Jacobs, Senior Advisor of Institute for Sustainable Development and International Relations in Paris (IDDRI)

(Climate Summit 2014; Catalyzing Action; UN Headquarters, New York)

Phases of Community Engagement



- ✓ Milestone 1: Creating a greenhouse gas emissions inventory and forecast
- ✓ Milestone 2: Setting an emissions reductions target
- ✓ Milestone 3: Developing a local action plan
- Milestone 4: Implementing the local action plan or a set of activities
- Milestone 5: Monitoring progress and reporting results



Terminology and Baseline Emission Calculations

As noted in the Corner Brook Greenhouse Gas Inventory Milestone #1 and #2, all estimates have been calculated using the International Council for Local Environmental Initiatives (ICLEI) spreadsheet available on the Partners for Climate Protection website. Some of the calculations had to be modified based on the available data. These calculations have been clearly marked within the spreadsheet. Calculations are presented in CO₂ equivalence (eCO₂), which represents how much global warming a given type and amount of greenhouse gas may cause, using the functionally equivalent amount or concentration of carbon dioxide (CO₂) as the reference. Only CO₂, nitrogen dioxide (NO₂), and methane (CH₄) were considered for this study.

Baseline Year

The PCP program suggests that local governments compile their inventories for 2000 or for the year with the best available information. As the best available, detailed, and completed information at the time of the project initiation was **2008**, this was deemed the best year for the baseline. The emissions reduction targets and forecasting will be 15 years after the baseline year (**2023**).



Corner Brook Community Carbon Footprint

A Carbon Footprint is a measure of an entities’ Greenhouse Gas Emissions (GHGs) and impact on the environment. Our carbon footprint is based on 2008 as the baseline year. It shows a total community inventory of 181,463 tonnes of GHGs for the community and 1,605 tonnes of GHGs for the corporate inventory for the City of Corner Brook. These emissions come from vehicles, electricity use, heating, and other operations.

Emission reduction targets were set based on recommendations from FCM; 20% reduction for the Corporate Emissions and 6% reductions for Community Emissions are set to be achieved by 2023, fifteen years after the baseline year. For Corner Brook, this would equal a reduction of 327 tonnes of GHG reductions by 2023 by the municipal operations and 10,888 tonnes reduction on the community level as compared to the 2008 levels.

The Corporate (Local Government) eCO2 Emissions Inventory

The local government operations inventory considers five sectors: Buildings, Vehicle Fleet, Outdoor Street Lighting, Water & Sewage , and Corporate Waste (no data).

This totalled 1,605 tonnes of eCO2 for the corporate inventory for the City of Corner Brook.

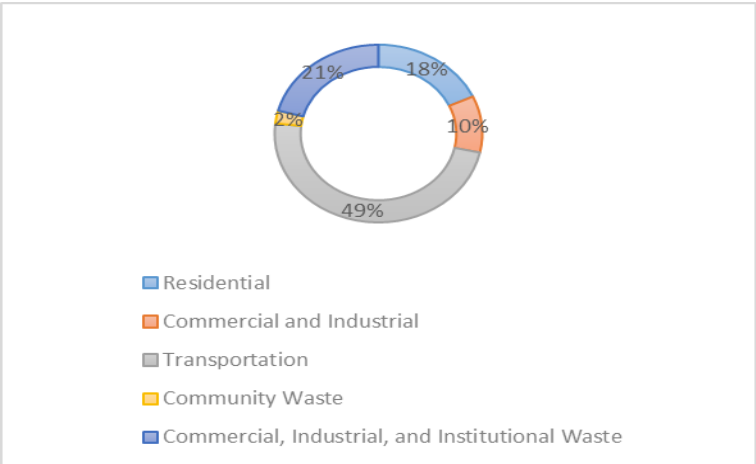
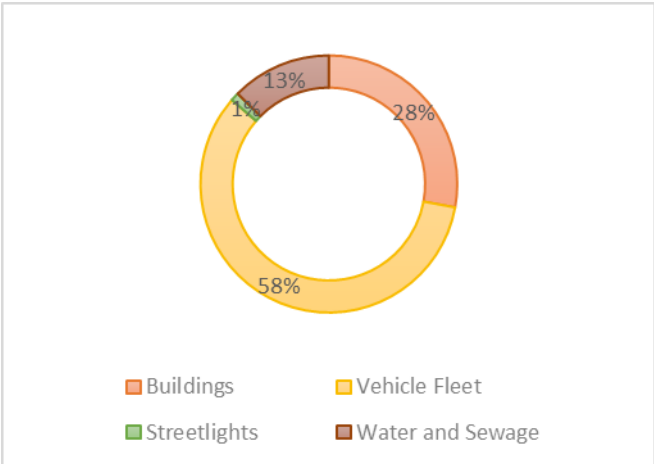
Sector	Total eCO ₂ (t)
Buildings	448
Vehicle Fleet	938
Streetlights	17
Water and Sewage	202
Total	1,605

The Community eCO2 Emissions Inventory

Community GHG Emissions are broken down into the five categories of Residential , Commercial & Industrial , Transportation, Community Waste and Commercial, Industrial & Institutional Waste.

This totalled 181,463 tonnes of eCO2 for the community inventory for the City of Corner Brook.

Sector	Total eCO ₂ (t)
Residential	32,967
Commercial and Industrial	18,630
Transportation	87,811
Community Waste	4,220
Commercial, Industrial, and Institutional Waste	37,836
Total	181,463



Strengths, Weaknesses, Opportunities, and Threats

<p>Strengths: <i>Our Local Action Plan</i></p> <ul style="list-style-type: none"> • Aligns with the City Vision and current plans • Is supported by an environmentally conscious staff • Is inclusive of all facets of municipal and community operations • Includes us in a Canada-wide hub of like-minded municipalities • Keeps us accountable 	<p>Weaknesses: <i>Our Local Action Plan</i></p> <ul style="list-style-type: none"> • Contains ambitious projects which require larger investments of time and capital • Is not indicative of future political turnover • Draws on emissions data which are older and difficult to update
<p>Opportunities: <i>Our Local Action Plan</i></p> <ul style="list-style-type: none"> • Can be realized in part by new sustainability funding for Corner Brook Pulp and Paper. • Can be realized in collaboration with the many community partners and stakeholders who share our vision • Can be enhanced through the Strategic Tourism for Areas and Regions initiative • Is benefitted by the City's natural and pristine setting. 	<p>Threats: <i>Our Local Action Plan</i></p> <ul style="list-style-type: none"> • Is threatened by provincial reliance on fossil fuels • Is challenged by the complications of transporting goods onto and around our island



SECTION TWO

6.1

ACTING IN EVERY SECTOR: CORPORATE





ACTING IN EVERY SECTOR



BUILDINGS

Acting in Every Sector

Quantitative Action-develop best design practices and guidelines, advocate for green buildings, and develop educational tools to implementing sustainable design and construction practices.

Short term goals

Qualitative Actions	2019 Progress %
Energy efficiency review at all City Buildings	100%
Investigate energy lighting savings at the Civic Centre	100%
Establish a no-smoking and scent free policy	100%
Incorporate the Integrated Municipal Sustainability Planning (IMSP) measures into a municipal planning policy and regulatory framework	100%

Mid Term Goals

Implement and follow through on an Energy Efficiency Review	Civic Centre 90% Depot 20% City Hall 100%
<ul style="list-style-type: none"> • Depot • Civic Centre • Public Works 	
Create a Buildings Retro-fit plan	10%
Civic Centre: Prepare a lighting efficiency plan	100%
Create an energy efficient green roof garden to reduce storm water runoff and mitigate urban heat effects	100%
Obtain City Hall-LEED certification	100%

Long Term Goals

Civic Centre-Install a new environmentally friendly heating system	100%
Civic Centre-review ice resurfacer energy efficiency and investigate an electric ice resurfacer	100%
Retrofit the Civic Centre with an overall goal of energy reduction of 20%.	100%
Build all new Civic facilities to Build Better Buildings principles	100%
Functional review of our green roof garden to create opportunities for increased usability	100%
Create a Curling Rink Energy Efficiency Plan and use best practices for heating	100%
Explore compost opportunities at City Hall grounds	100%
Adopt a corporate green policy and guideline that includes energy performance expectations for new City buildings	20%

Target Reduction from the 2008 baseline level – 20%

Level of effort/Budget to complete remaining tasks --Internal resources/ between \$50, 000-\$100,000

Funding Sources Internal



FLEET

Acting in Every Sector

Quantitative Action

Move towards Eco-friendly sustainable Transportation that will serve to enhance the City's ability to influence and motivate the community

Short term goals

Qualitative Actions	2019 Progress %
Conduct a targeted study and be community leaders for efficient motor vehicle usage	60%
Complete the District Energy Feasibility Study	100%

Mid Term Goals

Create a municipal vehicle anti-idling policy and implementation strategy	100%
Partner to deliver a pilot anti-idling program	10%
Focus group with City employees to generate new ideas-Climate Change	30%
Create a vehicle idling reduction educational video	10%
Purchase a minimum of two hybrid vehicles in the fleet	100%

Long Term Goals

Investigate alternative fuel options for the municipal fleet	20%
Reduce fuel consumption by 5%	0%
Increase corporate fuel efficiency by 20%	0%
Install Automatic Vehicle Locator's in all Corporate Vehicles for use optimization and route planning efficiencies	100%
Reduce vehicle kilometers travelled by 10%	50%
Reduce idling by 30%	0%
Through evaluation ensure right sized vehicles are being purchased for the corporate fleet	100%

Target Reduction from the 2008 baseline level – 25%

Level of effort/Budget to complete remaining tasks --Internal resources/ less than \$10, 000

Funding Sources Internal



Street Lighting and Traffic Signals

Acting in Every Sector

Quantitative Action- review street lighting and traffic signal for energy rehabilitation opportunities

Short term goals

Qualitative Actions	2019 Progress %
Investigate replacing heritage lighting and park lighting with LED lights	100%
Explore energy efficient lighting for our climate	100%

Mid Term Goals

Convert 50% of traffic signals to more environmentally friendly LED technology	100%
Create opportunities for a trial solar crosswalk pedestrian light	100%
Review timing and usage settings for street lights & partner with Newfoundland Power	80%

Long Term Goals

Explore new traffic signals and street lighting technologies as they emerge	100% Ongoing
Investigate/Partner with Newfoundland Power to pilot a LED street lighting conversion	100%
Investigate the benefits of roundabouts and four-way stops to reduce energy, idling and traffic delays	100%
Investigate ways to optimize all traffic signals	100%

Target Reduction from the 2008 baseline – 1%

Level of effort/Budget to complete remaining tasks --Internal resources/ TBD
Funding Sources Internal





Acting in Every Sector

Quantitative Action- improve water conservation; quality; and create a waste water action plan

Short term goals

Qualitative Actions	2019 Progress %
Create a strategic Waste Water Treatment Plan	100%
Ensure procedures are in place for storm preparation	100%
Review the Corner Brook Watershed Management Plan and corresponding regulatory framework	100%
Review infrastructure and construction methods for energy efficiencies in water and waste water	100% Ongoing
Develop storm water management guidelines	20%
Create a water conservation program in which residents can participate or a regulation with which they can comply	100%

Mid Term Goals

Conduct a water use audit to maintain leak detection and reduce water loss	100%
Prepare an implementation plan for the combined sewer separation program and cost estimates	100%
Explore water distribution system improvements prior to the new water treatment plant	100%
Reduce the number of dead end water lines thereby reducing requirements for waterline flushing	100%
Develop and implement a measurable water conservation program	75%

Long Term Goals

Investigate a Municipal Wetlands Stewardship Agreement with the Province's Department of Environment and Conservation	100%
Improve water conservation education programs	75%
Conduct an assessment of storm water management systems to reduce impacts of climate change	20%
Work towards meeting Federal Wastewater Systems Effluent Regulations	20%

Target Reduction from the 2008 baseline level – 7%

Level of effort/Budget to complete remaining tasks --Internal resources/ TBD
Funding Sources Internal

ACTING IN EVERY SECTOR



Solid Waste

Acting in Every Sector

Quantitative Action- develop and implement quantifiable plans of action to reduce 5% of solid waste by diverting to recycling, disposition and composting.

Short term goals

Qualitative Actions	2019 Progress %
Implement waste diversion programs to reduce waste entering landfill	100%
Investigate environmental benefits and costs of the Regional Solid Waste Management Plan	100%
Set targets for solid waste reduction	100%

Mid Term Goals

Implement a ban on cardboard entering the landfill by mandatory cardboard recycling	100%
Work with partners to create a Solid Waste Action Plan achieving 30% waste diversion by 2018	100%
Increase recycling by 20% by 2018	100%

Long Term Goals

Backyard Composting Program	100%
E-Waste Collection Program	100%
Wood Waste Diversion Program	100%
Fall Leaf Program	100%
Curbside Giveaway Program	100%
Curbside Recycling Program	100%
Support the Provincial Waste Management Strategy and Province wide implementation by 2020	100%



Target Reduction from the 2008 baseline level – 5%

Level of effort/Budget to complete remaining tasks --Internal resources and partnerships/ TBD \$

Funding Sources TBD



Other

Acting in Every Sector

Quantitative Action-

Integrating the environment in municipal planning and addressing environmental concerns

Become a sustainable eco-city

Short term goals

Qualitative Actions	2019 Progress %
Identify areas of the City that are subject to flooding events under current and future precipitation and climate variability scenarios, that may arise from naturally occurring or human-induced events	100%
Create a conceptual vision and plan for Smithville	100%
Encourage a practice of paperless meetings	50%
Create a Corporate Asset Management Plan focused on sustainability	10%
Create a policy to reduce energy consumption by turning off the lights in empty rooms	75%

Mid Term Goals

Create an Urban Design Action Plan:	
• Addressing additional pedestrian-cyclist connections to the old railway and the water's edge	100%
• With a vision, goals, and objectives for long-term development that consider each of the pillars of sustainability.	100%
Work with the Province and community stakeholders to minimize flooding conditions that may be hazardous to human life or cause property damage within Corner Brook	100%
Prepare a Downtown Urban Design Action Plan with a vision, goals, and objectives for long-term development that consider each of the pillars of sustainability: environmental, economic, social, cultural, and eco-governance	100%
Explore Urban Greening- Investigate a Street Tree Replacement Program for the Downtown for trees nearing the end of their life	5%

Long Term Goals

Create a comprehensive Waterfront Development Plan	10%
Adaptation - Establish collaborative partnerships to undertake a Climate Sensitivity Analysis for the City of Corner Brook, surrounding communities, and associated watersheds in order to identify general climate sensitivity and priority climate change impacts	0%

Target Reduction from the 2008 baseline level – 1%

Level of effort/Budget to complete remaining tasks --Internal resources less than \$5,000

Funding Sources TBD

SECTION TWO (CONTINUED)

ACTING IN EVERY SECTOR: COMMUNITY





ACTING IN EVERY SECTOR



Residential

Acting in Every Sector

Quantitative Action-

Make existing and new urban areas more self-sufficient, sustainable, and enjoyable places to live

Target Reduction from the 2008 baseline level – 10%

Level of effort/ Budget to complete remaining tasks -- internal resources less than \$5,000

Short term goals

Mid Term Goals

Long Term Goals

Qualitative Actions	2019 Progress %
Create an environment to support mandatory water meter in all new homes	100%
Explore incentives for the integration or upgrading of renewable energy into residential building technologies	80%
Develop programs and initiatives that increase citizen's knowledge and access to renewable energy	50%
Promote Take Charge NL Energy efficiency awareness	100%
Review new technologies for space or water heating, or electricity generation	100%
Create an overall residential Tree Planting Scheme	5%
Review and create a Clothesline Initiative	50%
100% metering of new residential customers by 2014	100%
Create a City Water Meter Implementation Strategy	50%
Develop initiatives to improve water rate consumptions	75%
Explore potential residential Energy Saving Options	50%
Investigate reducing water consumption due to pipe freezing	30%
Develop and adopt standards to regulate and therefore promote alternative, renewable energy systems	5%
Adopt Clean Water Awareness Programs	100%





Commercial

Acting in Every Sector

Quantitative Action-

Create a systematic review that synthesizes knowledge and create multi-sector partnerships for sustainability

Short term goals

Mid Term Goals

Long Term Goals

Qualitative Actions	2019 Progress %
Voluntary ban of cosmetic pesticides	100%
100% metering of new commercial customers by 2014	100%
Investigate a Commercial Building Energy Incentive Program	5%
Create Focus Groups leading to multi-sector partnerships/task force for energy awareness and reduction	15%
Examine a hybrid car incentive program for business/commercial fleets	0%
Encourage green building standards for commercial buildings	80%
Work with Corporate partners to reduce energy consumption by 3-5 % (Barry's Seafood, Education, Hospital etc.)	65%


Target Reduction from the 2008 baseline level – 1%

Level of effort/Budget to complete remaining tasks --Internal resources less than \$5,000

Funding Sources TBD



ACTING IN EVERY SECTOR

 Industrial	Short term goals	Qualitative Actions	2019 Progress %
		100% metering of new industrial customers by 2014	100%
Acting in Every Sector Quantitative Action Create a systematic review that synthesizes knowledge and create multi-sector partnerships for sustainability	Mid Term Goals	Create Focus Groups leading to multi-sector partnerships/task force for energy awareness and reduction	0%
		Examine a Hybrid Car incentive program for industrial fleets	0%
	Long Term Goals	Work with Corporate partners to reduce energy consumption by 3-5 %	0%
		Create focus groups leading to multi-sector partnerships/task force for energy awareness and reduction	0%

Target Reduction from the 2008 baseline level – 3%

Level of effort/Budget to complete remaining tasks --internal resources less than \$5,000

Funding Sources TBD



Transportation

Acting in Every Sector

Quantitative Action

To mitigate negative environmental impacts, reduce automobile use and encourage alternatives such as transit, cycling and walking to promote healthy lifestyles and reduce GHG emission

Short term goals	Qualitative Actions	2019 Progress %
	Investigate and prepare a proposal for a Master Municipal Public Transit Plan	10%
	Review and implement upgrades to the public transit system in an effort to increase ridership and reduce emissions	55%
	Provide FREE transit during Clean Air Day	100%
Mid Term Goals	Increase sustainable commute transportation by 5% to 7% within 10 years	50%
	Create and promote Commuter Challenges	100%
	Encourage the public to undertake regular vehicle maintenance, maintain proper tire pressure	100%
	Promote programs to reduce idling and develop an anti-idling campaign	50%
Long Term Goals	Increase bike/walking -friendly infrastructure	100%
	Review connectivity and a continuous recreation route along the waterfront	100%
	Develop safe active bike lanes and mix use trails	100%
	Increase residential carpooling and active transportation by 2-3%	15%

Target Reduction from the 2008 baseline level – 7%

Level of effort/Budget to complete remaining tasks --Internal resources/ less than \$10, 000

Funding Sources Internal

ACTING IN EVERY SECTOR



Waste

Acting in Every Sector

Quantitative Action

Reduce and prevent the production and disposal of waste in the City

Encourage consumers, manufacturers, distributors, retailers, governments, to develop and adopt practices and programs for the reduction and prevention of waste

Short term goals

Qualitative Actions	2019 Progress %
Examine curbside collection options and advocate for expansion	100%
Reduce the collection of solid waste management by increasing recycling	100%
Provide compost bins at reduced prices	100%

Mid Term Goals

Legislate limits on curbside residential garbage	100%
Support a resolution through Municipalities Newfoundland and Labrador (MNL) for a plastic bag reduction or ban	100%
Create "No Limit" on residential curbside recycling program from landfills by the end of 2011 and 100% by 2014	100%

Long Term Goals

Improve the recycling program to include boxboard and reduce landfill waste	100%
Divert 50% of household waste	80%
Create a Residential Curbside Recycling Educational Program	100%
Support the Provincial Target-Diversion of solid waste by 50%	100%

Target Reduction from the 2008 baseline level – 1%

Level of effort/Budget to complete remaining tasks --Internal resources and partnerships/ TBD \$

Funding Sources TBD





Other

*Acting in
Every Sector*

**Quantitative
Action**

Create other
actions to
mitigate climate
change

Short term goals

Qualitative Actions	2019 Progress %
Provide space for Community Gardening	100%

Mid Term
Goals

Create coordinated-new community educational programs that the outcomes are measurable	80%
Evaluate and improve existing recycling-measuring effectiveness	100%

Long Term
Goals

Undertake energy effective programs in cooperation with all levels of government and private industry	0%
Partner with stakeholders and the public for feedback on the Community Climate Action Plan	0%

Target Reduction from the 2008 baseline level – 7%

Level of effort/Budget to complete remaining tasks --Internal resources less than \$10, 000

Funding Sources Internal



3

Section Three: Next Steps

Corner Brook Next Steps

Milestone #4 and 5 Implementation of Local Action Plan

As part of the City of Corner Brook's continued commitment to the PCP framework, City staff will work towards achieving the goals set out in this Action Plan. City departments will continue to work with local partners to ensure the municipality achieves the reduction targets and encourages residents to be more sustainable.

The City of Corner Brook is confident it will complete its goals. Targets in this Action Plan will be reviewed by the City Manager and senior staff and then passed along to Council to set finances aside to budget for our target goals.

Community groups, NGO's, various levels of government, and the public have been asked to be members of a City of Corner Brook GHG Reduction Steering Committee to help provide input and guidance on implementation and monitoring of the goals targeted in this Local Action Plan, as well as any additional actions we as a municipality can do.



References and Resources

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- Federation of Canadian Municipalities. (2013). Partners for Climate Protection. Available at: <http://www.fcm.ca/home/programs/partners-for-climate-protection/milestone-framework.htm>
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- Railway. (n.d.). Retrieved February 26, 2017, Available from <http://www.heritage.nf.ca/articles/economy/railway.php>
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- WHO Regional Office for Europe, OECD (2015). Economic cost of the health impact of air pollution in Europe: Clean air, health and wealth. Copenhagen: WHO Regional Office for Europe.





Partners for Climate Protection

Corner Brook Local
Climate Action Plan

Tonight's Plan

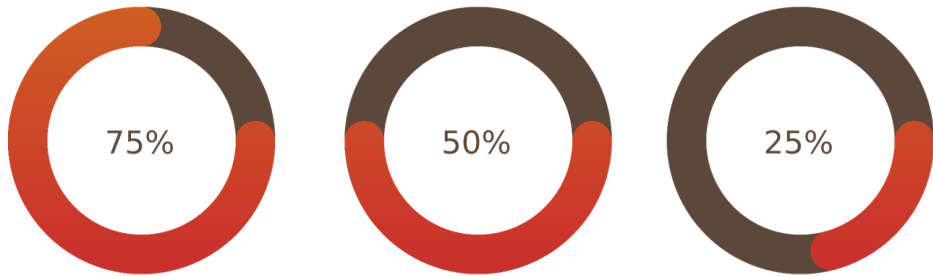
- ▶ Explain the Partners for Climate Protection program
- ▶ Outline Corner Brook's Involvement
- ▶ Relevance, Context, and Timing
- ▶ Highlight: Milestone 3 Local Climate Action Plan
- ▶ Our next steps
- ▶ Wrap-up

What is Partners for Climate Protection

- ▶ A free program from the Federation of Canadian Municipalities and ICLEI – Local Governments for Sustainability
- ▶ Provides a guide for municipalities - Climate Change is vast and confusing
- ▶ Portal to share information and resources
- ▶ Step-by-step process

5 Milestones

1. Create a Greenhouse Gas Emissions inventory and forecast
2. Set Emissions Reduction Targets
3. Develop a Local Action Plan
4. Implement the Local Action Plan
5. Monitor Progress and Report Results



Corner Brook's Involvement

- ▶ Began in 2006
- ▶ Council approved commitment to the framework
- ▶ Ongoing commitment to sustainability and environmentally-conscious operations
- ▶ Integrating climate change into municipal and community-wide thinking

What's Been Completed

Milestones

- ☑ **(1) Inventory Report and Forecast completed**
 - Submitted by AMEC Consulting in 2011
- ☑ **(2) Reductions target set**
 - 20% reduction in corporate emissions, 6% reduction in community emissions (by 2018)
- ☐ **(3) Local Action Plan**
- ☐ **(4) Some initiatives are complete, others still ongoing**
- ☐ **(5) Progress is continually monitored**

Completed Projects - Corporate

- ▶ Energy efficiency: LEED buildings, low-energy utilities
- ▶ Adoption of hybrid vehicles into fleet
- ▶ Waste Diversion: recycling, composting, glass
- ▶ Sustainable operations: no-smoking, scent free, reusable cutlery

ACTING IN EVERY SECTOR: CORPORATE

Qualitative Actions		2017 Progress %
1	Energy efficiency review of all City Buildings	50%
	Investigate energy lighting savings at the Civic Centre	100%
	Establish a no-smoking and scent free policy	100%
	Incorporate the Integrated Municipal Sustainability Planning (IMSP) measures into a municipal planning policy and regulatory framework	100%
	Plan, and follow through on an Energy Efficiency Review	Civic Centre 90% Other 100%
	Complete	
	2 Works	

Completed Projects

- Community

- Cycling/Active transport: increased support, trails, downtown revitalization
- Voluntary ban on cosmetic pesticides
- Sustainable Policies: urban hen, heritage tree
- Waste diversion: 2 stream garbage collection, glass recycling, community compost

ACTING IN EVERY SECTOR: COMMUNITY

Qualitative Actions

...an environment to support mandatory water meter in all new homes

...ncentives for the integration or upgrading of renewable energy into residential building

...grams and initiatives that increase citizen's knowledge and access to renewable

...Charge NL Energy efficiency awareness

...new technologies for space or water heating, or electricity generation & po

What We're Working On

Milestones

- ☑ (1) Inventory Report and Forecast completed
- ☑ (2) Reductions target set
- ☐ (3) **Release Local Action Plan + Community Action Plan**
- ☐ (4) **Continue with sustainable projects**
- ☐ (5) **Report results**

Climate Change

Global Context and Timing

Climate Change: Context

The Intergovernmental Panel on Climate Change (IPCC) warns of several consequences of climate change, including:

Sea level rise

Increased and intensified storming and related damages

Spread and intensification of disease

Increased range for invasive species



Internationally accepted target: Limit warming to 1.5°C

In order to accomplish this emissions “would need to fall by about 45 percent from 2010 levels by 2030, reaching ‘net zero’ around 2050” (IPCC, 2018)



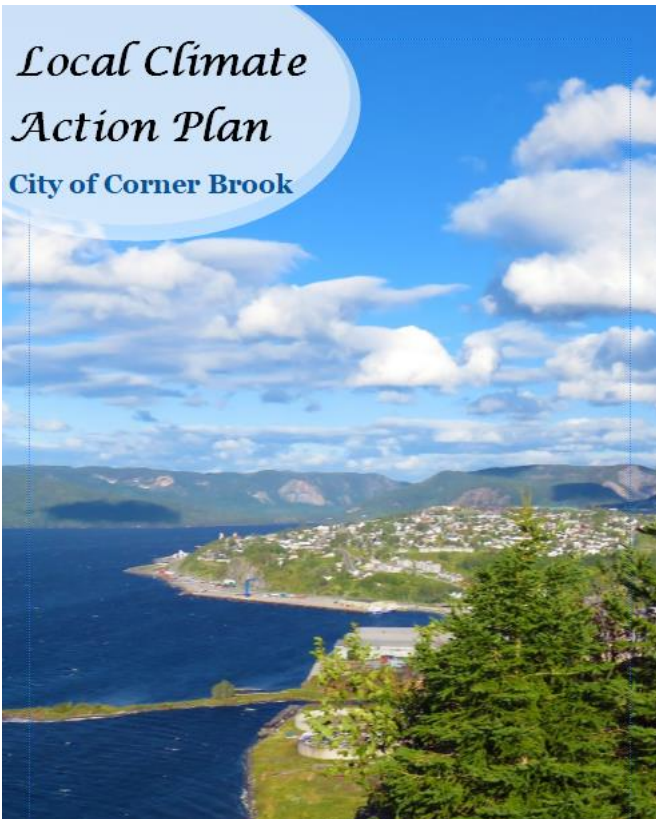
The Local Climate Action Plan is our first step towards helping Canada meet these targets

Climate Change - Timing

- ▶ Now is the perfect time to release our Local Climate Action Plan
- ▶ Greta Thunberg global call-to-action; Friday's for the Future protests
- ▶ Recent Climate Strike in Corner Brook
- ▶ Recent green investments in Corner Brook Pulp and Paper

Local Climate Action Plan

LCAP | What It Is



- ▶ Guiding document
- ▶ Formal outline of our position on climate change
- ▶ Detailed account of projects and initiatives required to meet our goals



Our Commitment to Green

Our commitment to a greener sustainable City goes beyond individual approaches and beyond City Hall and Governance.

In Corner Brook, our thought has shifted to accepting that the wellbeing interconnected with our environment. We no longer take our oceans, land, air, and water for granted, and collectively the community consciousness of environmental issues has shifted towards taking action.

A deep seeded gratitude has risen for the beautiful area we live in. Our interconnectedness to our environment and our focus is on collective protection and future enhancement.

This plan has been developed as a comprehensive *Action Plan* to preserving the local environment for generations.

LCAP | Updates

- ▶ Extending our reduction targets to 2023 (5 years)
- ▶ Updated project tracking
- ▶ Renewed our commitment to making Corner Brook a green and sustainable city.

LCAP | Highlights

Updated Community Profile

Corner Brook Community Profile



Corner Brook is located on the western shores of Newfoundland near the headwaters of the Bay of Islands. With a spectacular combination of ocean and mountain scenery, four seasons offering distinct experiences, and friendly people, Corner Brook is known around the world as both a popular tourist attraction and one of the best places to live, work, and carry out business.

First surveyed by renowned explorer Captain James Cook in 1767, the region is surrounded by some of the most unique and stunning scenery in the world. Originally supporting small fishing and logging populations, the area was formally developed after the opening of the paper mill in 1925.

Trails in Corner Brook

Corner Brook is host to many walking, hiking, biking, skiing, ATV, and snowmobile trails. Whether winding through town on the Stream and Gorge Trail system, or hiking/biking the scenic multi-use Ginger Route and Curry Trail, there is no shortage of opportunities for outdoor recreation right in the heart of the City.



Cultural Heritage

Corner Brook boasts a significant and diverse cultural heritage. First nations are celebrated in the area with the Qualipu First Nations Band. Heritage plaques can be found throughout the City which highlight the unique history of Corner Brook. Interesting and exciting monuments can be found throughout the City, including the Remembrance Square Memorial and the Newfoundland Railway Monument.



Wetland Interpretation Site

In many places in Canada, nearly 70 % of wetland habitats have been destroyed. According to Duck's Unlimited, wetlands are key to the lifecycles of nearly 600 species of waterfowl and wildlife. In an effort to conserve wetland habitat, the Corner Brook Stream Development Corporation in partnership with Duck's Unlimited constructed a wetland's interpretation site



LCAP | Highlights

► Corporate Projects Update

Qualitative Actions	2019 Progress %
Energy efficiency review at all City Buildings	100%
Investigate energy lighting savings at the Civic Centre	100%
Establish a no-smoking and scent free policy	100%
Incorporate the Integrated Municipal Sustainability Planning (IMSP) measures into a municipal planning policy and regulatory framework	100%

Implement and follow through on an Energy Efficiency Review <ul style="list-style-type: none"> • Depot • Civic Centre • Public Works 	Civic Centre 90% Depot 20% City Hall 100%
Create a Buildings Retro-fit plan	10%
Civic Centre: Prepare a lighting efficiency plan	100%
Create an energy efficient green roof garden to reduce storm water runoff and mitigate urban heat effects	100%
Obtain City Hall-LEED certification	100%

Civic Centre-Install a new environmentally friendly heating system	100%
Civic Centre-review ice resurfacer energy efficiency and investigate an electric ice resurfacer	100%
Retrofit the Civic Centre with an overall goal of energy reduction of 20%.	100%
Build all new Civic facilities to Build Better Buildings principles	100%
Functional review of our green roof garden to create opportunities for increased usability	100%
Create a Curling Rink Energy Efficiency Plan and use best practices for heating	100%
Explore compost opportunities at City Hall grounds	100%
Adopt a corporate green policy and guideline that includes energy performance expectations for new City buildings	20%

LCAP | Highlights

► Community Projects Update

Qualitative Actions	2019 Progress %
Investigate and prepare a proposal for a Master Municipal Public Transit Plan	10%
Review and implement upgrades to the public transit system in an effort to increase ridership and reduce emissions	55%
Provide FREE transit during Clean Air Day	100%
Increase sustainable commute transportation by 5% to 7% within 10 years	50%
Create and promote Commuter Challenges	100%
Encourage the public to undertake regular vehicle maintenance, maintain proper tire pressure	100%
Promote programs to reduce idling and develop an anti-idling campaign	50%
Increase bike/walking -friendly infrastructure	100%
Review connectivity and a continuous recreation route along the waterfront	100%
Develop safe active bike lanes and mix use trails	100%
Increase residential carpooling and active transportation by 2-3%	15%

Our Next Steps




- ▶ Update our targets – 5 year extension
- ▶ Local Action Plan: public release
- ▶ Continue implementing our goals

Food for Thought

- ▶ A lot has been accomplished, continue to prioritize and work diligently
- ▶ Success is dependent upon community involvement
- ▶ We are looking for continual action and collaboration with our community partners
- ▶ Corner Brook is seen as a provincial leader in Climate Change and sustainability

Thank You

Questions?

 CORNER BROOK	City of Corner Brook Request for Decision (RFD)
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Subject Matter: Discretionary Use (Apartment Building at 113 Country Road)	
Report Information	
Department: CEDP	Attachments: memo, Attachments 1
Prepared By: Darryl Skinner	Council Meeting Date: October 7, 2019

Issue: The City of Corner Brook has received an application requesting permission to construct a second apartment building, (2 storey, 10 units) on the lot located at 113 Country Road, Corner Brook, NL. The building is located in the General 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 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", to be constructed at 113 Country Road, Corner Brook, NL.

Recommendation: It is recommended that the authority approve the application for the proposed use, "Apartment Building", to be constructed at 113 Country Road, Corner Brook, NL.

Options:

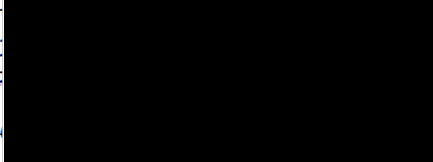
1. That Council approves the discretionary use application at the above location.
2. That Council refuses the discretionary use application at the above location.
3. That Council gives other direction to City staff.


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		Oct. 2/19
Director: Darren Charters		2019/10/02

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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<p>City Manager: Rodney Cumby</p>		
<p>Date: October 2, 2019</p>		

Additional Comments by City Manager:

Community Services Department**Memo**

To: Deon Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: October 2, 2019


Re: Discretionary Use (Apartment Building) / 113 Country Road

The City of Corner Brook has received an application requesting permission to construct a second apartment building, (2 storey, 10 units) on the lot located at 113 Country Road, Corner Brook, NL. The building is located in the General 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 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.

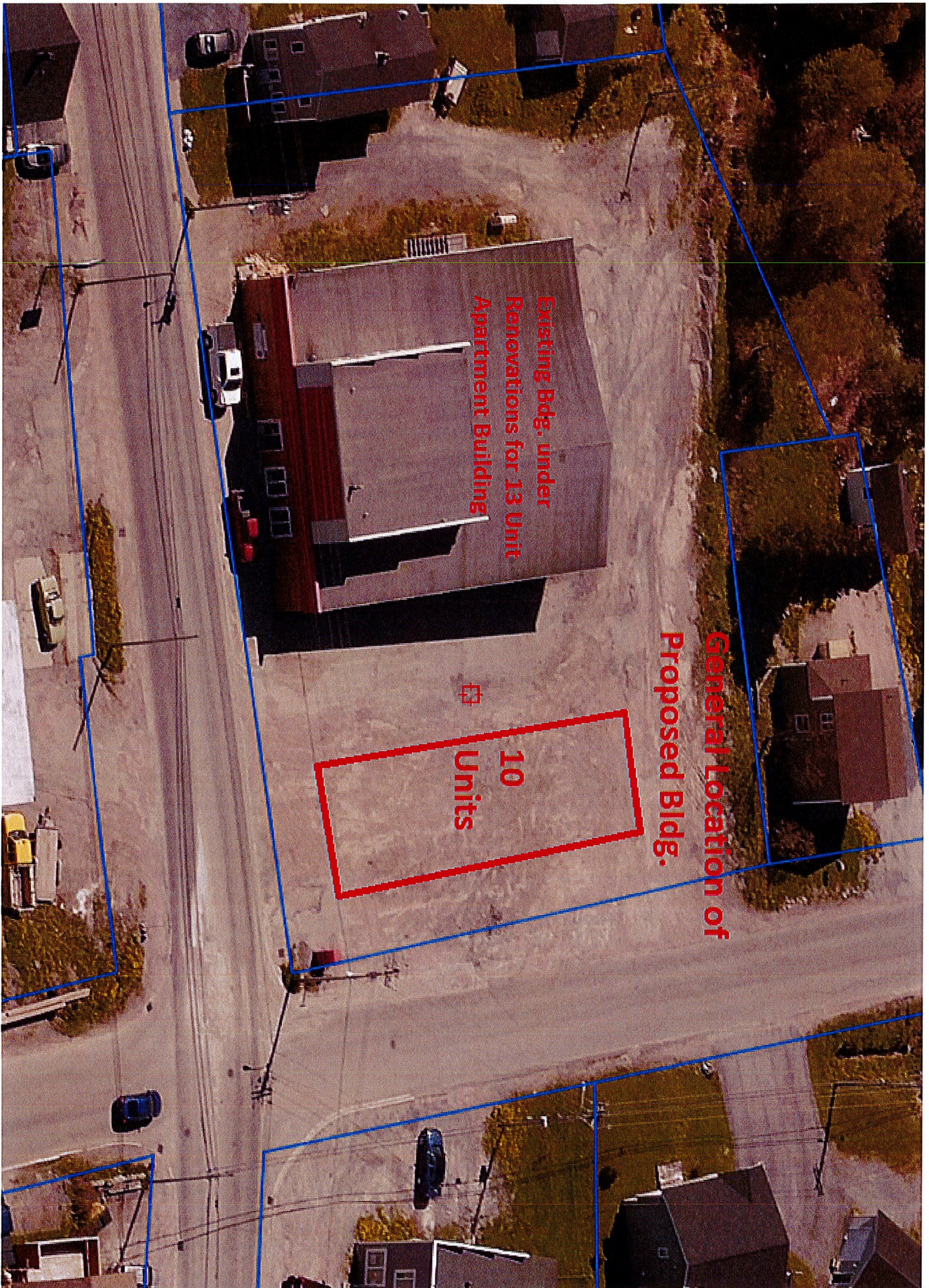
After reviewing the proposed application and location, staff does not feel that the proposed apartment building at this location will have any negative effects on the surrounding area. Therefore it is recommended that Council approve the application for the proposed use, "Apartment Building" on the lot located at 113 Country Road, Corner Brook, NL.

Sincerely,



Darryl Skinner
Development Inspector III

Attachments: 1. Overhead Photo of lot. (reference only)
2. RFD





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

Subject Matter: Request to Lease City Land on Quinton Street

Report Information

Department: Land Management

Attachments: Draft lease agreement;
drawing

Prepared By: Brandon Duffy

Council Meeting Date: October 7, 2019

Recommendation:

Staff recommends Council approve the lease of City land to the owner of 7 Quinton Street.

It is **RESOLVED** to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 7 Quinton Street for City land on Quinton Street.

Issue:

The owner of 7 Quinton Street has requested to lease land from the City.

Background:

The land is approximately 68.3m² (735ft²) with 3.66m (12ft) frontage. The purpose of this lease will be for parking. This land was leased previously to another resident but was canceled. Currently there are no plans to develop this land.

Options:

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

Governance Implications:

Policy #: 07-08-05 & 07-08-08

Budget/Financial Implications:

Prepared by: Brandon Duffy

Director: Dale Park

City Manager: Rodney Cumby



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

Date:

Additional Comments by City Manager:

THIS LEASE made in duplicate as of the ____ day of _____, 2019

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

of the One Part

AND **RESIDENT**, residents of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

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

PREMISES LEASED

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

TENANCY

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

TERM

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the ____ day of _____ 2019, for the annual rental of One dollar(\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

RENT

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

USE

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

PAYMENT OF TAXES

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

CONDITION

7.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water, sewer and storm lines and/or utilities.

GENERAL COVENANTS

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

TENANT'S IMPROVEMENTS

- 9.

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

INSURANCE

10.

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

COMPLIANCE WITH REGULATIONS

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

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

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

ACCESS BY LANDLORD

- 13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the

Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

EASEMENTS/UTILITIES

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

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

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

MAINTENANCE AND REPAIR

15.

- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
- b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Property in a clean and orderly condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Property, all to the satisfaction of the Landlord;
- c. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within 30 days, any fixtures and chattels belonging to it, with all damage, if

any, caused by such removal made good by it, and to leave the Property neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and

- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Property and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

NUISANCE

16.

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

INDEMNIFICATION

17.

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

NON-WAIVER

- 18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the

Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

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

EFFECT OF LEASE

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

REMEDIES GENERALLY

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

HEADINGS

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

NOTICES

23.
 - a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

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

Telecopier Number: (709) 637-1625

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

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

RESIDENT
7 Quinton Street
Corner Brook, NL
A2H 1M7

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

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

GOVERNING LAW

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

END OF LEASE

25.

- a. The term of the lease shall be a period of five (5) years commencing on _____, 2019 and terminating on _____, 2024 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.
- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise,

terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Property or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

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

INTEREST CHARGES

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

LEGAL COSTS

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

ENTIRE AGREEMENT

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

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

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

THE CITY OF CORNER BROOK

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

SIGNED by the Tenant in
the presence of:

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Resident

SCHEDULE "B"

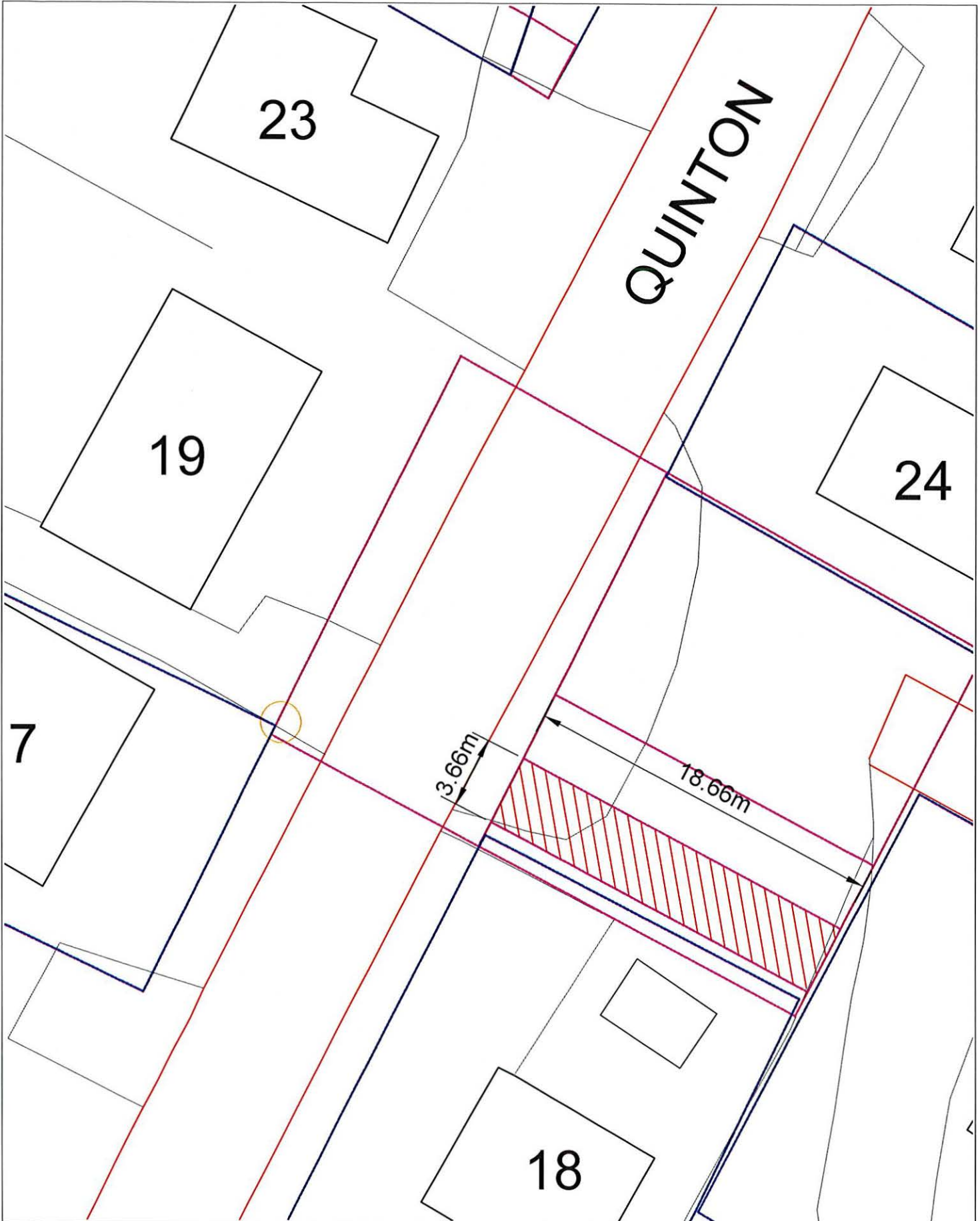
NOTICE TO QUIT

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

Dated this ____ day of _____ 20____.

Signed on behalf of CCB by:

City Manager-City of Corner Brook





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

Subject Matter: Sale of Lot 24 Lundrigan Drive to the Western Sno-Riders Inc.(WSR)

Report Information

Department: Land Management

Attachments: Purchase and Sale Agreement, Survey

Prepared By: Brandon Duffy

Council Meeting Date: October 7, 2019

Recommendation:

Staff recommends Council approves the sale of City land and waive annual property tax to the Western Sno-Riders Inc.

It is **RESOLVED** that the City of Corner Brook sell Lot 24 Lundrigan Drive, Corner Brook, NL, to the Western Sno-Riders Inc. for the sum of \$1.00, plus HST subject to Newfoundland & Labrador Housing Corporation also agreeing to waive their \$16,250 fee.

Be it **FURTHER RESOLVED** to waive the annual water, sewer and property taxes for 24 Lundrigan Drive as long as the property is used by the Western Sno-Riders Inc. exclusively for a storage building and main office.

Issue:

The WSR requested to purchase land in Lundrigan Drive for \$1.00 and not pay annual property tax.

Background:

The WSR are a not for profit organization snowmobile club that provides trail grooming, warm-up shelters and trail maintenance. The land is approximately 0.414m² (1.02 Acres) with 38.76m (127.17ft) frontage. This sale will enable the WSR to construct a new facility to store their equipment, complete maintenance and have their main office. The commercial land value in this Industrial Park is \$32,500/acre and half of the proceeds go to the Newfoundland & Labrador Housing Corporation (NLHC). Then the NLHC can release the mortgage they have on the land being sold. Therefore this approval would be subject to NLHC waiving their \$16,250/acre portion as well.

The condition of this sale will include a reverter clause, which means that the title will revert back to the City if:

1. The property is used for any purpose other than operation and storage of equipment for a snowmobile club and;
2. The WSR attempts to sell, transfer, encumber, or convey the Property, or if WSR is dissolved or applies for bankruptcy



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

This reverter clause will expire twenty (20) years after the closing date

Options:

1. Approve the sale
 - a. Having the WSR here would promote tourism, loss of approx. \$16,250
2. Reject the sale
 - a. Loss of potential tourism, land still available for purchase

Governance Implications:

Policy #: 07-08-05 & 07-08-08

Budget/Financial Implications:

Loss of \$16,250.00 and future tax revenue

Prepared by: Brandon Duffy	
Director: Dale Park	
City Manager: Rodney Cumby	
Date:	<i>Oct 3/17</i>

Additional Comments by City Manager:

AGREEMENT OF PURCHASE AND SALE

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

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

AND **WESTERN SNO-RIDERS INC.**, a body corporate duly incorporated under the laws of the Province of Newfoundland and Labrador (hereinafter referred to as "The Buyer ")

WHEREAS the Sellers own property located at 24 Lundrigan Drive in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

AND WHEREAS the Sellers desire to sell The Property and the Buyer wishes to purchase the property for the Purposes of establishing an Animal shelter;

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

PROPERTY AND PURCHASE PRICE

1. The Sellers hereby agree to sell and the Buyer agrees to purchase the Property located at 24 Lundrigan Drive in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of One Dollars (\$1.00) plus taxes (hereinafter referred to as "the Purchase Price") on the following terms and subject to the provisions in paragraph 10 (a) regarding adjustments and paragraph 10 (b) regarding HST.

CLOSING

2. This agreement shall be completed on or before the 29th day of November, 2018 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

3. The Sellers are to furnish the Buyer with a title abstract of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyer is allowed 45 days to investigate the title to The Property, which the Buyer shall do at its own expense. If within that time any valid objection to title is made in writing, to the Sellers, which the Sellers are unable or unwilling to remove, and which the Buyer will not waive, this agreement shall be null and void and the deposit herein shall be returned to the Buyer, without interest and without liability by the Buyer for any expenses incurred or damages sustained by the Sellers.

CONVEYANCE

4. The conveyance of The Property which is the subject of this agreement shall be by warranty deed, drawn at the expense of the Sellers, to be delivered on payment of the Purchase Price to the Buyer's lawyer on the closing date. The Property is to be conveyed subject to any existing right of ways or easements located on and under The Property, which shall not materially affect the Buyers intend use and enjoyment of the Property and which shall include but not be limited to waterlines, sanitary and storm sewer systems. The Buyer agrees to register the Deed with the Registry of Deeds for Newfoundland and

Labrador forthwith after closing and to pay any costs of registration. In the event that the Buyer does not retain a lawyer to represent the Buyer on this purchase the Buyer agrees that the cost of registration of the Deed will be added to the Purchase Price payable by the Buyer to the Sellers on closing and the Sellers will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Sellers having received the Registered Deed from the Registry of Deeds.

DEVELOPMENT

5. The Buyer represents that it intends to develop the lands, which is the subject of this Agreement in the following manner:
 - a) The Buyer expressly understands and agrees that the Sellers manages its land in the best interest of the City of Corner Brook and its citizens by the most equitable means possible. In order to ensure this, prior to the closing date the Sellers require that the Buyer obtain approval of floor plans and building design from the Development and Planning Department of the City of Corner Brook and all approvals necessary from any Department of the Province of Newfoundland and Labrador, including approval for building accessibility (if applicable) pursuant to the Buildings Accessibility Act, necessary for the commencement of construction on the said lands in accordance with the Buyer's intended development (hereinafter the "Development").
 - b) This agreement shall be null and void and of no effect in the event that the approvals referred to in paragraph 5a) hereof are not obtained by the Buyer on or before the closing date. The Sellers may, in their sole and absolute discretion, extend the closing date in writing to permit the Buyer additional time to obtain the approvals referred to in paragraph 5a).
 - c) The parties agree that the Buyer shall begin construction in accordance with the Development as soon as reasonably possible following the closing date. In the event that the Buyer does not complete the following items of the Development and shown listed as i and ii below (the "Works") within twelve (12) months following the closing date, the Sellers may, but shall not be obligated to, demand that the Buyer transfer all right, title and interest in and to the lands and premises hereinafter described, together with any and all development then completed by the Buyer to that date, free and clear of all liens, charges and encumbrances, to the Sellers based on the sum of One Dollars (\$1.00);
 - i. the building foundation and for greater clarity, the building foundation shall include completion of all concrete works for the footing and foundation wall; and
 - ii. completion of site work that is required to construct the foundation referred to in 5c)i above
6. The Buyer agrees that the Sellers shall have and hold (in addition to its right to re-purchase under clause 5 (c) an exclusive and irrevocable First Option to Re-purchase the lands and premises herein described in the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of the Works. In the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of the Works, the Buyer shall thereupon make an offer in writing to the Sellers to sell the lands and premises herein described to the Sellers and such offer shall remain open for acceptance for a period of thirty (30) days next after the same shall have been received by the Sellers (but so that such period shall in no case exceed the limit of time hereinafter fixed for the continuance of this option) and, if the Sellers shall, before the expiration of the said thirty (30) days, accept such offer, the Buyer shall resell the lands and premises herein described, together with any buildings or erections thereon, to the Sellers upon the terms hereinafter appearing, free from all mortgages, charges or other encumbrances and, until the expiration of such period, the Buyer shall not be at liberty to sell the lands otherwise than in accordance with this option unless the Sellers unconditionally declines such offer in writing. Any resale under this option shall be made on the following terms and conditions:

- (i) **THAT** the consideration for such resale shall, unless otherwise agreed to by the parties in writing, be based on the sum of One (\$1.00) of lawful money of Canada, to be paid by the Sellers to the Buyer; and
- (ii) **THAT** the resale shall be completed and the amount of the purchase money paid within thirty (30) days after the acceptance in writing of the offer to sell and thereupon the Buyer shall deliver vacant possession of the lands and premises herein described, and all buildings and erections then existent thereupon, to the City.

CONDITIONS

7. The parties agree that the Deed of Conveyance shall place a reverter on the Property with wording satisfactory to the City Solicitor. The reverter shall specify that title to the Property shall revert to the City of Corner Brook if:
 - a. the property is used for any purpose other than operation and storage of equipment for a snowmobile club that is actively involved in provision and maintenance of trail networks within the City of Corner Brook; or
 - b. Western Sno-riders Inc. attempts to sell, transfer, encumber, or convey the Property, or if Western Sno-riders Inc. is dissolved or applies for bankruptcy.
8. The Reversion right shall automatically expire and be of no further force and effect upon the date that is twenty (20) years after Closing. In addition, Western Sno-riders Inc. shall have the option to pay the City of Corner Brook the sum of \$32,500.00 per acre for the Property and upon receipt of payment all reversion rights shall expire and the City will execute and deliver a Release of Reverter to Western Sno-riders Inc. for registry with the Newfoundland Registry of Deeds.
9. In the event that the Property reverts to the City of Corner Brook, the Property reverts with any and all buildings and/or other improvements attached and the Western Sno-riders Inc. shall have no right to compensation from the City of Corner Brook for any such buildings or improvements. The Western Sno-riders shall be responsible for clean-up of the Property, including but not limited to any contamination on the Property prior to the City of Corner Brook taking possession thereof.

ADJUSTMENTS AND HST

10.
 - a) All interest, rentals, taxes and rates on the premises, and assessments are to be adjusted to the date of closing. As per their agreement with the City, the Buyers do not pay municipal taxes.
 - b) Except as otherwise provided in this agreement, if this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, such HST shall be added to the Purchase Price and will be remitted in accordance with the applicable legislation.

TENDER

11. Any tender of documents to be delivered or money payable hereunder may be made upon the Sellers or the Buyer or any party acting on their behalf. Money paid, shall be lawful money of Canada and paid by solicitors trust cheque, or certified cheque (or their equivalent) drawn on a Chartered Canadian Bank, Trust Company or Credit Union.

AS IS WHERE IS/BUYER ACCEPT LIABILITY

12. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon and the Buyer agree to indemnify and hold the Sellers harmless in relation to any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or

imposed on the Sellers or the Property, whether foreseeable or not whatsoever arising from contaminants in or upon or originating from The Property, including but not limited to claims for loss, damage or injury (including injury resulting in death) to any person or property and any Orders or directives issued against the Sellers by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Sellers by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.

- a) The Buyer acknowledges and agrees that the Property is being sold and The Buyer are purchasing The Property on an "as is" basis, and The Sellers shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise.
- b) The Buyer acknowledges and agrees that the Sellers make no representations or warranties of any kind express or implied that the present use or the future intended use by The Buyer are or will be lawful or permitted or as to the suitability of The Property for development.
- c) The Seller states to the best of their knowledge there is no existing or prior, contaminants or waste, therein or thereon the Subject Property, nor any environmental issues with the Subject Property.

SURVIVE CLOSING

13.

- a) The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued but not been properly satisfied or discharged. The Buyer acknowledge and agree that the provisions in this agreement for indemnifying and saving harmless the Sellers from liability shall survive the Closing or other termination of this agreement.
- b) All warranties, representations, indemnities, and "save harmless" provisions contained in this agreement shall survive closing unless otherwise stated in this agreement.

OVERDUE PAYMENTS

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

BINDING

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

NON-WAIVER

- 16. No condonation, excusing or overlooking by the Sellers of any default, breach or non-observance of any of the Buyer's obligations under this Agreement at any time shall affect the Sellers remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.

CUMULATIVE RIGHTS

- 17. All rights and remedies of the parties under this Agreement shall be cumulative and not alternative.

NO COLLATERAL AGREEMENTS

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

PAYMENTS

19. All Payments under this Agreement to be made to the Sellers shall be to the attention of the Director of Finance and Administration:

Director of Finance and Administration
City of Corner Brook
5 Park Street
P.O. Box 1080
Corner Brook NL
A2H 6E1

SEVERABILITY

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

JURISDICTION

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

NOTICE

22. 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 Sellers to:

City Clerk
City of Corner Brook
5 Park Street
P.O. Box 1080
Corner Brook NL
A2H 6E1

- b) In the case of notice to the Buyer to:

Western Sno-Riders Inc
P.O. Box 723
Corner Brook
NL Canada
A2H 6G7

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

mailing.

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

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

DATED AT _____ this ____ day of _____, 2019.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Mayor or Deputy Mayor

Witness

City Clerk or City Manager

DATED AT _____ this ____ day of _____, 2019.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Western Sno-Riders Inc.



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

Subject Matter: Request to Lease City Land on Griffin Drive

Report Information

Department: Land Management

Attachments: Draft lease agreement;
drawing

Prepared By: Brandon Duffy

Council Meeting Date: October 7, 2019

Recommendation:

Staff recommends Council approve the lease of City land to the owner of 353 Griffin Drive.

It is **RESOLVED** to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 353 Griffin Drive for City land on Griffin Drive.

Issue:

The owner of 353 Griffin Drive has requested to lease land from the City.

Background:

The land is approximately 465m² (5,000ft²) with 15.24m (50ft) frontage. The purpose of this lease will be for parking. The owner of 353 Griffin Drive requested to purchase this land but was denied due to the City plans to sell this land as a whole to a potential developer and the selling of one lot would hinder the feasibility to develop the land.

Options:

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

Governance Implications:

Policy #: 07-08-05 & 07-08-08

Budget/Financial Implications:

Prepared by: Brandon Duffy

Director: Dale Park

City Manager: Rodney Cumby



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

Date:

Additional Comments by City Manager:

THIS LEASE made in duplicate as of the ____ day of _____, 2019

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

of the One Part

AND **RESIDENT**, residents of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

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

PREMISES LEASED

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

TENANCY

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

TERM

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the ____ day of _____ 2019, for the annual rental of One dollar(\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

RENT

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

USE

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

PAYMENT OF TAXES

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

CONDITION

7.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water, sewer and storm lines and/or utilities.

GENERAL COVENANTS

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

TENANT'S IMPROVEMENTS

- 9.

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

INSURANCE

10.

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

COMPLIANCE WITH REGULATIONS

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

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

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

ACCESS BY LANDLORD

- 13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the

Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

EASEMENTS/UTILITIES

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

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

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

MAINTENANCE AND REPAIR

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
 - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Property in a clean and orderly condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Property, all to the satisfaction of the Landlord;
 - c. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within 30 days, any fixtures and chattels belonging to it, with all damage, if

any, caused by such removal made good by it, and to leave the Property neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and

- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Property and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

NUISANCE

16.

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

INDEMNIFICATION

17.

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

NON-WAIVER

- 18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the

Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

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

EFFECT OF LEASE

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

REMEDIES GENERALLY

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

HEADINGS

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

NOTICES

- 23.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

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

Telecopier Number: (709) 637-1625

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

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

RESIDENT
353 Griffin Drive
Corner Brook, NL
A2H 3E5

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

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

GOVERNING LAW

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

END OF LEASE

25.

- a. The term of the lease shall be a period of five (5) years commencing on _____, 2019 and terminating on _____, 2024 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.
- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise,

terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Property or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

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

INTEREST CHARGES

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

LEGAL COSTS

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

ENTIRE AGREEMENT

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

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

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

THE CITY OF CORNER BROOK

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

SIGNED by the Tenant in
the presence of:

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Resident

SCHEDULE "B"

NOTICE TO QUIT

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

Dated this ____ day of _____ 20__.

Signed on behalf of CCB by:

City Manager-City of Corner Brook

Land Management Basemap



Land Management Basemap

Paul Benoist

10m

esri



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

Subject Matter: APPOINTMENT OF COMMITTEES OF COUNCIL 2019-2020

Report Information

Department: City Manager's Office

Attachments: Circular on

Prepared By: Judy Sheppard

Council Meeting Date: October 7, 2019

Issue: In accordance with the requirements of Section 42 of the *City of Corner Brook Act*, Council has the authority to appoint standing or special committees that it considers desirable to serve in an advisory and consultative role to Council. These Committees make recommendations to Council; however, they do not have decision making authority. Membership on Council Committees are reviewed annually and all appointments require Council approval.

Proposed Resolution: Be it **RESOLVED** that the Council of the City of Corner Brook approve the Committee Appointments for 2019-2020, as follows:

Departmental Oversight Committees

Finance

- Councillor B. Staeben

Protective Services

- Councillor J. Carey

Community Engineering Development & Planning

- Councillor L. Chaisson

Public Works, Water & Wastewater

- Councillor V. Granter

Advisory Committees

Accessibility

- Councillor L. Chaisson

Community Partners

- Mayor J. Parsons

Youth

- Councillor L. Chaisson

Business

- Councillor B. Staeben

Working Groups

Summer 2020 Festival

- Councillor T. Buckle

Civic Centre Efficiency Plan

- Councillor B. Staeben



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

Downtown Revitalization

- Councillor B. Griffin

Committee of the Whole

- All of Council

Existing External Appointments

Western Regional Waste Management Authority

- Councillor B. Staeben
- Councillor J. Carey

Corner Brook Port Corporation

- Mayor J. Parsons

Deer Lake Airport Authority

- Deputy Mayor B. Griffin

Annual External Appointments

Rotary Arts Centre

- Councillor V. Granter

Great Humber Joint Council

- Councillor J. Carey
- Councillor T. Buckle

MNL Urban Municipalities Committee

- Mayor J. Parsons

Recommendation: As per Section 42 of the *City of Corner Brook Act*, the Council appoints members to its standing committees.

Options:

1. *Accept all appointments and new committee structure (recommended)*
2. *Leave current committee structure in place.*
3. *Dissolve all committees*

Legal Review: N/A

Governance Implications: to comply with Section 42 of the *City of Corner Brook Act*

Budget/Financial Implications: N/A

Environmental Implications: N/A



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

Prepared by: Judy Sheppard

Director: Marina Redmond

City Manager: Rodney Cumby

Date: October 2, 2019

Additional Comments by City Manager:

Committees 2019-2020

Definitions

Departmental Oversight Committees

These committees are aligned with our current organizational structure. Each committee will have a chair from Council who will work with the department Director to set the timing and agenda for meetings. Meetings should occur as needed, but at least once every two months. The Mayor and all Councillors are invited to committee meetings. The Director, in consultation with the City Manager will determine the appropriate staff to invite, but typically division managers would be invited and asked to prepare a report on their division's recent activities for the meeting.

Advisory Committees

These committees meet once every three months and are envisioned as outreach opportunities between City Hall and the community. Each committee has a slightly different mandate and composition. All of council is welcome to attend these meetings. Committee chairs are asked to consult with the Mayor and City Manager to assist in determining committee participation from staff and external stakeholders.

Working Groups

These are project-based committees where council and staff interact to investigate a certain topic and make a recommendation to Council or put off an event. All of council will be invited to attend any meetings of these groups. The City Manager will determine appropriate staff to sit on these committees.

Summer 2020 Festival Working Group Mandate

Plan a city festival for next summer. Establish a preliminary concept and get council approval before advertising dates. Then fill in the details around logistics and sponsorship.

Civic Centre Efficiency Plan Mandate

Develop recommendations for permanent reductions in the subsidy required to operate the Civic Centre. Present recommendations to Council before January 1.

Downtown Revitalization Mandate

Develop a new funding proposal to ACOA and TCII for the second phase of downtown revitalization work. The recommended projects should align with recommendations made in the recent STAR report.

Committee of the Whole

This is a session of council which should occur each month or every two months, as needed. This will be a public meeting where chairs of the aforementioned committees will present reports on their progress. Councillors will be able to discuss findings and make recommendations. No formal decisions of Council will be made at this meeting. This meeting will also be an excellent opportunity to present more complicated initiatives to Council and the general public.



Terms of REFERENCE

Departmental Oversight Committee

Goal and Objectives

The overall goal of the Departmental Oversight Committee is to advise and make recommendations to Council on issues relative to the respective Departments of the organization:

- Finance and Administration
- Community, Engineering Development and Planning
- Departmental Oversight
- Public Works, Water and Wastewater

Committee Composition

The Departmental Oversight Committee will be an internal working committee comprised of Council and Staff representatives. Membership shall include:


- Mayor
- Council appointee (Chair)
- Director of respective Departmental
- City Manager
- Staff (to be determined by Director and City Manager)
- Recording Secretary (Administrative Assistant of respective Department)
- ALL MEMBERS OF COUNCIL ARE INVITED TO ATTEND COMMITTEE MEETINGS

Meetings

- Meeting are held a minimum of once every 2 months.
- The agenda will be set by the Committee Chair in consultation with the respective Director of the Department
- The Agenda and meeting materials should be published in civicweb and made available to members at least 2 business days prior to the meeting.
- Draft minutes of each meeting should be circulated to all committee members within 5 business days of the meeting and included on the next scheduled committee agenda for approval.
- Draft minutes of each meeting should be submitted to the Clerk to be included on the Circulation to Council agenda, for information.
- Once approved by the Committee, an official copy of the Minutes should be signed by the Committee Chair and the Committee Secretary and filed in the City Clerk's office.
- A signed copy of the minutes of each Committee meeting should be included on the following Regular Council Meeting.

Roles and Responsibility

- The Departmental Oversight Committee will act in advisory capacity to Council on matters relating to the following the various City departments
- The committee will also showcase working being undertaken to enhance Departmental Oversight
- Receive delegations from the public specific to the mandate of the committee
- Committee chair will be required to report on department activities at Committee of the Whole meetings

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: ELECTION OF DEPUTY MAYOR	
Report Information	
Department: City Manager's Office	Attachments:
Prepared By: Judy Sheppard	Council Meeting Date: October 7, 2019

Background: Annually, in accordance with the requirements of the *City of Corner Brook Act*, Council has to conduct an annual election for the position of Deputy Mayor.

The term for Deputy Mayor will be from October 7, 2019 to the first public meeting in October, 2020.

Mayor Opens Floor for Nominations:

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

- If there is only one nomination the nominated Councillor is declared Deputy Mayor by acclamation.
- If there is more than one nominations once the nomination period closes Council members are asked to fill out a ballot indicating the name of one Councillor whom he\she desires to be selected as Deputy Mayor. If a Councillor receives a majority in this manner, the Councillor is declared elected Deputy Mayor.
- If no majority is received, a second ballot is then taken which will see the Councillor with the lowest number of votes dropped from the ballot.

Legal Review: N/A

Governance Implications: to comply with Section 28 of the *City of Corner Brook Act*

Budget/Financial Implications: N/A

Environmental Implications: N/A

Prepared by: Judy Sheppard	
Director: Marina Redmond	
City Manager: Rodney Cumby	
Date: Oct 3/19	