



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 June 20, 2022 at 7:00 p.m. Council Chambers, City Hall.

CITY CLERK

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1 CALL MEETING TO ORDER

2 APPROVALS

2.1 Approval of Agenda

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3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 TENDERS

9 - 14 4.1 Blackwood's Hill Culvert/Bridge Replacement 2022-11

15 - 20 4.2 Intersection Improvements - Lewin Parkway/Mill Road & Lewin Parkway/Griffin Drive 2022-17

21 - 29 4.3 Pittman's Lane Storm Sewer Improvements 2022-14

31 - 38 4.4 Concrete Sidewalk Repairs 2022-13

39 4.5 Supply of Winter Salt

5 MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT

41 - 82 5.1 Approval of Proposed Amendments MP/DR 21-02– Proposed IMSP/DR Rezoning – Valley View Estates

6 PLANNING AND DEVELOPMENT

83 - 87 6.1 Crown Land Application - Humber Valley/Wild Cove Areas

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7		AGREEMENTS
93 - 110	7.1	Agreement for Supply and Installation of Blade Signs
111 - 128	7.2	Wellington Street Complex Maintenance 2022
129 - 132	7.3	Corner Brook United Soccer Club - Grass Fields Mowing Contract 2022
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151 - 157	7.5	Digital Advertising Signage (DAS) Agreement - Civic Centre
8		REGULATION/POLICY
159 - 167	8.1	Recreational Vehicles Regulation 2022
169 - 176	8.2	Discharging of Fireworks Regulation 2022
9		ADJOURNMENT
		The meeting adjourned at

MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 13 JUNE, 2022 AT 7:00 PM

PRESENT:

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	L. Chaisson	D. Charters, Director Community Engineering Development and Planning
Councillors:	P. Gill	T. Flynn, Director of Protective Services
	V. Granter	J. Smith, Legislative Assistant
	B. Griffin	J. Alexander, Seargent-At-Arms
	P. Keeping	Director of Finance and Administration - vacant
	C. Pender	

Absent with regrets: D. Burden, Director of Public Works, Water and Wastewater services and Marina Redmond, City Clerk

22-083 Approval of Agenda

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

22-084 Approval of Minutes [Regular Meeting May 30, 2022]

On motion by Councillor P. Gill, seconded by Councillor V. Granter, it is RESOLVED to approve the Minutes of the Regular Council Meeting of May 30, 2022. MOTION CARRIED.

22-085 Business Arising From Minutes

Councillor C. Pender requested for the City Manager to provide an update to council on a recent human rights complaint made against the City following the meeting.

Deputy Mayor L. Chaisson requested an update on minute item 22-071 regarding possibility for Councillors to appear virtually to council meetings. It was advised that there was no new information to update.

Councillor C. Pender asked for some contact information for residents who have concerns or comments regarding the projects on Johnson's Avenue. The Mayor stated that residents should call the customer service line and their comments will be redirected or recorded accordingly. The Director of CEDP (Community, Engineering, Development and Planning) stated that residents can contact the Engineering Department.

22-086 Bell's Brook Culvert, Phase 1 - 2022-12

On motion by Councillor P. Keeping, seconded by Councillor V. Granter, it is RESOLVED to award the tender for Bell's Brook Culvert, Phase 1 (2022-12) to Marine Contractors Inc. in the amount of \$117,236.75 (HST included) MOTION CARRIED.

22-087 Confirmation of Order 2022-02

On motion by Councillor P. Gill, seconded by Councillor C. Pender, it is RESOLVED to confirm order #2022-02 in accordance with section 109(4) of the Urban and Rural Planning Act. MOTION CARRIED.

22-088 Development and Planning Update - Pratt Street Subdivision

The Director of Community, Engineering, Development and Planning provided an update on current construction and the development of the new subdivision on Pratt Street. The Director advised that they have apprised the contractor of the issues that residents have brought forward and that the contractor is doing their best to mitigate those concerns.

Councillor V. Granter presented a petition from the residents of Pratt Street regarding an official complaint of the air quality and issues with dust in the area due to the ongoing construction.

22-089 Notice of Motion--Recreational Vehicles Regulation, 2022

Councillor Griffin provided a notice of motion regarding a proposed amendment to the Recreational Vehicles Regulations as follows:

Notice is hereby given that at the Public Council Meeting on June 20, 2022, the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of the Corner Brook Act, 1990 and section 15 of the Off-Road Vehicles Act and all other enabling powers, the Council of the City of Corner Brook hereby repeals the Recreational Vehicles Regulation 2021, by replacing with the Recreational Vehicles Regulations 2022.

22-090 City of Corner Brook Fireworks Regulation 2022

Councillor C. Pender provided a notice of motion regarding the enactment of the Fireworks Regulations, 2022 as follows:

Notice is hereby given that at the Public Council Meeting on June 20, 2022 the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 201, 202, 216 and 278 of the City of Corner Brook Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby enacts the Fireworks Regulations 2022.

ADJOURNMENT

The meeting adjourned at 7:36 p.m.

City Clerk

Mayor



Request for Decision (RFD)

Subject: Confirmation of Minutes

To: Marina Redmond
Meeting: Regular Meeting - 20 Jun 2022
Department: City Manager
Staff Contact: Jessica Smith, Legislative Assistant
Topic Overview: To confirm the decision of council made in Council in Committee Meetings in a public meeting.

BACKGROUND INFORMATION:

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."*, the following minutes are being brought forward for ratification:

Council in Committee Meeting - October 18, 2021

CC21-021- Approval of Agenda - It is *RESOLVED* to approve the agenda as circulated with one addition: Approval of Relocation Expenses

CC21-023 - Negotiations - CUPE 4386 - It is *RESOLVED* to approve the 2% per year for four years mandate for negotiations with CUPE 4386.

Council in Committee Meeting - November 8, 2021

CC21-029 - Approval of Agenda - It is *RESOLVED* to approve the agenda as circulated.

CC21-032 - Marble Mountain Development Board - It is *RESOLVED* to submit the following nominees to the Marble Mountain Board of Directors: Heidi Staeben-Simmons, Alex Lockyer and Dennis Bruce upon their acceptance of the nomination. Alternative names to be brought forward are John David if any of the previous nominees choose not to accept.

Council in Committee Meeting - November 10, 2021

CC21-033 - Approval of Agenda - It is *RESOLVED* to approve the agenda as circulated.

Council in Committee Meeting - January 24, 2022

CC22-001 - Approval of Agenda - It is *RESOLVED* to approve the agenda as circulated

CC22-004 - Kemira Price Adjustment Request Contract No. 2020-19 Polyaluminum Chloride - It is *RESOLVED* to award kemira the off-cycle price increase of 20% for the remainder of Contract No. 2020-19 which expire September 30, 2022

Council in Committee Meeting - March 14, 2021

CC22-007 - Approval of Agenda - *It is **RESOLVED** to approve the agenda as circulated.*

CC22-009 - Culture Assessment for the Corner Brook Fire Department - *It is **RESOLVED** to engage Goss Gilfoy Inc. to conduct a Workplace Cultural Assessment of the Corner Brook Fire Department at the budgeted amount of \$80,000 plus HST.*

Council in Committee Meeting - April 25, 2022

CC22-011 - Approval of Agenda - *It is **RESOLVED** to approve the agenda as circulated.*

CC22-014 - Signs in Residential Medium Density (RMD) Zones - *it is **RESOLVED** to postpone the question of the motion "It is **RESOLVED** to rescind minute 22-037 and authorize staff to exercise due diligence in carrying out their enforcement responsibility with respect to Anti-Crematorium Protest Signs; including following up with residents requests removal of signage." to the next public meeting.*

PROPOSED RESOLUTION:

It is **RESOLVED** to ratify minute CC21-021 (Approval of Agenda)

It is **RESOLVED** to ratify minute CC21-023 (Negotiations CUPE 4386)

it is **RESOLVED** to ratify minute CC21-029 (Approval of Agenda)

It is **RESOLVED** to ratify minute CC21-032 (Marble Mount Development Board)

It is **RESOLVED** to ratify minute CC21-033 (Approval of Agenda)

It is **RESOLVED** to ratify minute CC22-001 (Approval of Agenda)

It is **RESOLVED** to ratify minute CC22-004 (Kemira Price Adjustment Request Contract No. 2020-19 Polyaluminum Chloride)

It is **RESOLVED** to ratify minute CC22-007 (Approval of Agenda)

It is **RESOLVED** to ratify minute CC22-009 (Culture Assessment for the Corner Brook Fire Department)

It is **RESOLVED** to ratify minute CC22-011 (Approval of Agenda)

It is **RESOLVED** to ratify minute CC22-014 (Signs in Residential Medium Density (RMD) Zones)

GOVERNANCE IMPLICATIONS:

Legislation

City of Corner Brook Act

41(3)

Office Assistant 111

Approved - 17 Jun 2022

City Manager



Request for Decision (RFD)

Subject: Blackwood's Hill Culvert/Bridge Replacement 2022-11

To: Darren Charters

Meeting: Regular Meeting - 20 Jun 2022

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [Rock Construction Excel Spreadsheet - 17-MYCW-22-00035](#)

BACKGROUND INFORMATION:

This project will consist of the removal of two existing culverts and one existing concrete bridge and replacing them with two new culverts. Scope of work shall include but not be limited to the removal of the existing headwall, culverts on Wellington Street, and the concrete bridge structure on Blackwoods Hill. The culverts and bridge structure will be replaced with two 2700mm culverts approximately 63 m in length including the headwall. The sanitary sewer and water main located in this area will also be removed and replaced. Please refer to Contract Documents, Schedule of Quantities, and Drawings for further detail.

The Tender for Blackwood's Hill Culvert/Bridge Replacement 2022-11 closed on June 3, 2022 with the following bids received:

Rock Construction Company Limited	\$1,133,727.97
Marine Contractors Inc.	\$1,452,068.20
West Coast Excavating & Equipment C. Ltd.	\$1,825,350.15

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council award the Tender for the Blackwood's Hill Culvert/Bridge Replacement 2022-11 to Rock Construction Company Limited for the price of \$1,133,727.97.

Director of Community, Engineering, Development & Planning Approved - 09 Jun 2022

Office Assistant 111 Approved - 14 Jun 2022

City Manager

City of CB - Blackwood's Hill Culvert/Bridge Replacement - 17-MYCW-22-00035

Total Awarded Value \$ 0.00

Project 1
Project Specific Specification (1000)

Code	Description	UOM
1000	1. Salvage and Reinstall Concrete Stamp Blackwoods Hill Bridge (see note 14 Profile View DWG SP1)	N/A

Maintain Existing Services (1005)

Code	Description	UOM
1005	1. Maintain Existing Water System (Part 14.2 and see Project Specific Specification , Traffic Control Plan)	Lump-Sum
1005	2. Maintain Existing Sewer System (Part 15.1, see General Note 17 DWG SP2 and Project Specific Specification , Traffic Control Plan)	Lump-Sum

Mobilization & Demobilization (1010)

Code	Description	UOM
1010	1. Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of Sub-Total Before HST)	Lump-Sum

Cash Allowance (1020)

Code	Description	UOM
1020	1. Pole Relocation/Shoring/Bracing	N/A

Environmental Requirements (1560)

Code	Description	UOM
1560	1. Silt Fence	Meter

Traffic Regulations (1570)

Code	Description	UOM
1570	1. Flagpersons Wages	Hour
1570	2. Traffic Control (See Project Specific Specification , Traffic Control Plan)	Lump-Sum

Projects Signs & Signposts & Installation (1580)

Code	Description	UOM
1580	1. Project Sign (drawing 04010)	Lump-Sum

Reinstatement and Cleaning (1710)

Code	Description	UOM
1710	2. Ditching (Rock Lined 300mm minus)	Meter
1710	9. Supply & Placing Topsoil	Square Meter
1710	12. Supply & Placement of Sods	Square Meter

Rock Construction Company Limited
Project 1
Project Specific Specification (1000)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1000		2000	2000	1	

Group Total : \$ 2000

Maintain Existing Services (1005)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1005	1	1250	1250	1	
1005	1	1500	1500	1	

Group Total : \$ 2750

Mobilization & Demobilization (1010)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1010	1	47500	47500	3	

Group Total : \$ 47500

Cash Allowance (1020)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1020		20000	20000	1	

Group Total : \$ 20000

Environmental Requirements (1560)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1560	100	50	5000	3	

Group Total : \$ 5000

Traffic Regulations (1570)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1570	2000	35	70000	3	
1570	1	5000	5000	1	

Group Total : \$ 75000

Projects Signs & Signposts & Installation (1580)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1580	1	2000	2000	3	

Group Total : \$ 2000

Reinstatement and Cleaning (1710)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1710	5	15	75	1	
1710	800	5	4000	1	
1710	800	6	4800	1	

Group Total : \$ 8875

Sitework, Demolition & Removal of Structures (2070)		
Code	Description	UOM
2070	4. Removal of Concrete Sidewalk	Square Meter
2070	5. Removal of Curb & Gutter	Meter
2070	6. Removal of Catch Basins, 3m Depth	Each
2070	9. Removal of Sanitary Sewers	Meter
2070	10. Removal of Water Lines	Meter
2070	11. Removal of Culverts (See Project Specific Specification , Demolition)	Meter
2070	12. Removal of Storm Sewer Pipe(900mm)	Meter
2070	13. Removal of Bridges (See Project Specific Specification , Demolition)	Each
2070	14. Removal of Mass Concrete (See Project Specific Specification , Demolition)	Cubic Meter
2070	16. Removal of water line tee	Other

Site Work & Site Grading (2215)		
Code	Description	UOM
2215	1. Mass Rock Excavation	Cubic Meter

Excavation, Trenching & Backfilling (2223)		
Code	Description	UOM
2223	1.1 Main Trench Excavation - Rock	Cubic Meter
2223	1.2 Main Trench Excavation - Common	Cubic Meter
2223	3. Imported Common Backfill	Cubic Meter
2223	5.1 Granular Pipe Bedding - Type 1	Cubic Meter
2223	5.2 Granular Pipe Bedding - Class B	Cubic Meter
2223	8.1 Supply & Placement of Marking Tape - Plastic	Meter
2223	8.2 Supply & Placement of Marking Tape - Metal	Meter

Selected Granular Base & Sub Base Materials (2233)		
Code	Description	UOM
2233	1. Class "A" Granular Base	Cubic Meter
2233	2. Class "B" Granular Sub-Base	Cubic Meter

Rip-Rap Protection (2270)		
Code	Description	UOM
2270	1. Rip-Rap Hand Laid Dry Wall	Cubic Meter

Armour Stone Protection (2271)		
Code	Description	UOM
2271	1. Supply & Placement of Armour Stone (0.5 m to 1m with min 50% 1m)	Cubic Meter

Supply & Installation of Guide Rail (2282)		
Code	Description	UOM
2282	1. Standard Type Guide Rail	Meter
2282	5. Sloped & Buried Guide Rail Section	Each

Handrail (2284)		
Code	Description	UOM

Sitework, Demolition & Removal of Structures (2070)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2070	31	10	310	1	
2070	52	8	416	1	
2070	2	1000	2000	2	
2070	11	250	2750	3	
2070	33	125	4125	3	
2070	76	450	34200	3	
2070	24	275	6600	3	
2070	1	8000	8000	1	
2070	20	145	2900	2	
2070	1	120	120	1	
Group Total : \$ 61421					

Site Work & Site Grading (2215)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2215	33	5	165	1	
Group Total : \$ 165					

Excavation, Trenching & Backfilling (2223)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2223	495	5	2475	1	
2223	4400	1	4400	1	
2223	1800	42	75600	2	
2223	50	60	3000	2	
2223	470	58	27260	2	
2223	44	3	132	2	
2223	33	5	165	2	
Group Total : \$ 113032					

Selected Granular Base & Sub Base Materials (2233)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2233	145	62	8990	2	
2233	181	58	10498	2	
Group Total : \$ 19488					

Rip-Rap Protection (2270)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2270	0.6	125	75	1	
Group Total : \$ 75.0					

Armour Stone Protection (2271)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2271	34	120	4080	2	
Group Total : \$ 4080					

Supply & Installation of Guide Rail (2282)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2282	52	250	13000	3	
2282	1	1250	1250	2	
Group Total : \$ 14250					

Handrail (2284)						
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment	

2284	6. Handrail (Aluminum Schedule 40, work to include all details and notes and per dwgng C1)	Meter
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2284	18	700	12600	2
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Group Total : \$ 12600

Pipe Culverts (2434)		
Code	Description	UOM
2434	1. Supply & Placement of Pipe Culvert (2700) (3.5mm) (Aluminized CSP)	Meter
2434	2. Supply & Placement of Pipe Culvert (600mm HDPE)	Meter
2434	3. Supply & Placement of Storm Sewer (900mm HDPE)	Meter
2434	3. Supply & Placement of Concrete Head Wall and Wingwalls (work to include all rebar,dewatering , water/erosion control , form work , silt fences , berms and all other associated items required to complete this work and . See also dwgngs C1 , C2 details and notes)	Cubic Meter

Pipe Culverts (2434)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2434	126	3400	428400	1	
2434	17	125	2125	1	
2434	43	650	27950	3	
2434	36	1350	48600	1	

Group Total : \$ 507075

Concrete Walk, Curb & Gutters (2528)		
Code	Description	UOM
2528	1. Supply & Place Granular Base Material	Cubic Meter
2528	2. Concrete Walks (1.35m) (150mm)	Meter
2528	5. Curb & Gutter	Meter

Concrete Walk, Curb & Gutters (2528)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2528	13	50	650	1	
2528	31	125	3875	1	
2528	52	95	4940	1	

Group Total : \$ 9465

Asphalt Tack Coat (2547)		
Code	Description	UOM
2547	1. Supply & Placement of Asphalt Tack Coat	Square Meter

Asphalt Tack Coat (2547)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2547	110	2	220	1	

Group Total : \$ 220

Hot Mix Asphalt Concrete Paving (2552)		
Code	Description	UOM
2552	1.1 Asphaltic Concrete - Base Course	Metric Ton/Tonne
2552	1.2 Asphaltic Concrete - Surface Course	Metric Ton/Tonne

Hot Mix Asphalt Concrete Paving (2552)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2552	66	115	7590	1	
2552	66	120	7920	1	

Group Total : \$ 15510

Reshaping & Patching Asphalt Pavement (2574)		
Code	Description	UOM
2574	1. Removal of Asphalt Pavement	Square Meter
2574	5. Cutting of Asphalt Pavement	Meter

Reshaping & Patching Asphalt Pavement (2574)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2574	529	5	2645	1	
2574	100	6	600	1	

Group Total : \$ 3245

Cold Planing (2575)		
Code	Description	UOM
2575	1. Cold Planing	Square Meter

Cold Planing (2575)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2575	78	6.5	507	1	

Group Total : \$ 507.0

Maintenance Holes, Catch Basins, Ditch Inlets & Valve Chamber		
Code	Description	UOM
2601	1.1 Supply & Placement of Pre-Cast Maintenance Holes 1200mm, 1.5 m Depth with Catch Basin Top & Checkeredboard Cover	Each

Maintenance Holes, Catch Basins, Ditch Inlets & Valve Chambers (2601)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2601	1	5000.41	5000.41	1	

2601 1.4 Supply & Placement of Pre-Cast Each
Maintenance Hole 1200mm, 3.0 m
Depth with Catch Basin Top &
Checkeredboard Cover

2601 2 6000 12000 1

Group Total : \$ 17000.41

Pipe Sewer Construction (2702)

Code	Description	UOM
2702	1.1 Supply & Placement of Sanitary Sewer - Main Line (350mm) (SDR35)	Meter
2702	6. CC T.V. Camera Inspection Services	Meter
2702	8. Locate and Connect to Existing Sewer Mains	Each

Pipe Sewer Construction (2702)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2702	11	200	2200	1	
2702	40	6	240	1	
2702	2	2500	5000	3	

Group Total : \$ 7440

Water Mains (2713)

Code	Description	UOM
2713	1. Supply & Installation of Water Main (D.I.) (200mm)(Pressure Class 350)	Meter
2713	1. Supply & Installation of Water Main (D.I.) (350mm)(Pressure Class 350)	Meter
2713	3.4 Supply & Installation of Fitting (200mm) - End Caps/Plugs	Each
2713	3.10 Supply & Installation of Fitting (350mm) - Sleeve-type Couplings	Each
2713	3.10 Supply & Installation of Fitting (200mm) - Sleeve-type Couplings	Each
2713	6. Supply & Placement of Joint Restraints (350mm)	Each
2713	6. Supply & Placement of Joint Restraints (200mm)	Each
2713	10. Supply & Install Valves Including Valve Boxes (350mm)	Each
2713	10. Supply & Install Valves Including Valve Boxes (200mm)	Each
2713	14. Swabbing of Water Lines (350mm)	Meter
2713	14. Swabbing of Water Lines (200mm)	Meter

Water Mains (2713)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2713	11	200	2200	1	
2713	11	350	3850	1	
2713	1	55	55	1	
2713	2	125	250	1	
2713	2	78	156	1	
2713	6	650	3900	3	
2713	8	500	4000	3	
2713	1	12444	12444	1	
2713	2	4500	9000	2	
2713	11	15	165	2	
2713	11	12	132	2	

Group Total : \$ 36152

Sewage Force Mains (2724)

Code	Description	UOM
2713	15. Locating & Connecting to Existing System	Each

Sewage Force Mains (2724)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2713	4	250	1000	1	

Group Total : \$ 1000

Harmonized Sales Tax (HST)

Code	Description	UOM
HST	Harmonized Sales Tax (HST)	Lump-Sum

Harmonized Sales Tax (HST)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
HST	1	147877.56	147877.56	1	

Group Total : \$ 147877.56

Project Total : \$ 1133727.97



Request for Decision (RFD)

Subject: Intersection Improvements - Lewin Parkway/Mill Road & Lewin Parkway/Griffin Drive 2022-17

To: Darren Charters
Meeting: Regular Meeting - 20 Jun 2022
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [WCE - Excel Spreadsheet - MI13891](#)

BACKGROUND INFORMATION:

Upgrades to two existing signalized intersections; Lewin Parkway and Griffin Drive; Lewin Parkway and Mill Road. The scope of work for this project is generally comprised of work associated with street upgrades/realignment and the replacement of existing traffic signals at both locations. Work includes, but is not limited to, removal of existing curb, gutter, asphalt, granulars, storm sewer, and existing traffic signal equipment, and the installation of new curb, gutter, sidewalk, traffic islands, conduit, junction boxes, concrete bases, storm sewer and all associated reinstatement.

Tenders closed for the Intersection Improvements - Lewin Parkway/Mill Road & Lewin Parkway/Griffin Drive 2022-17 on May 27, 2022 with the following two (2) bids received:

West Coast Excavating and Equipment Co. Ltd. - \$ 915,297.65 (HST Included)
Marine Contractors Inc. \$1,007,041.20 (HST Included)

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council award the Tender for Intersection Improvements - Lewin Parkway/Mill Road & Lewin Parkway/Griffin Drive 2022-17 to West Coast Excavating & Equipment Co. Inc. for \$915,297.65 (HST Included)

Director of Community, Engineering, Development & Planning	Approved - 10 Jun 2022
Office Assistant 111	Approved - 14 Jun 2022

 City Manager

Lewin Parkway Intersection Upgrades - Mill Road and Griffin Drive

Total Awarded Value \$ 0.00

Project 1**Mobilization & Demobilization (1010)**

Code	Description	UOM
1010	1. Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of Sub-Total Before HST)	Lump-Sum

Cash Allowance (1020)

Code	Description	UOM
1020	6. Other (Miscellaneous Reinstatement)	N/A

Environmental Requirements (1560)

Code	Description	UOM
1560	1. Silt Fence	Meter

Traffic Regulations (1570)

Code	Description	UOM
1570	1. Flagpersons Wages	Hour

Projects Signs & Signposts & Installation (1580)

Code	Description	UOM
1580	1. Project Sign - Provincial	Lump-Sum

Sign and Signpost Installations (1582)

Code	Description	UOM
1582	2. Other Signs - Supply and Installation of Signs as per drawings, Post as per C12 Detail 3	Each
1582	3. Remove and Reinstall Existing Sign	Each

Sitework, Demolition & Removal of Structures (2070)

Code	Description	UOM
2070	1. Removal of Concrete Base	Each
2070	4. Removal of Concrete Sidewalk	Square Meter
2070	5. Removal of Curb & Gutter	Meter
2070	6. Removal of Catch Basins, Maintenance Holes & Ditch Inlets	Each
2070	12. Removal of Storm Sewers	Meter

Landscaping, Seeding, Sodding & Tree Preservation (2104)

Code	Description	UOM
2104	5. Supply & Placing Topsoil	Square Meter
2104	8. Supply & Placement of Sod	Square Meter

Clearing & Grubbing (2111)**West Coast Excavating & Equipment Co. Ltd.****Project 1****Mobilization & Demobilization (1010)**

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1010	1	4300	4300	1	

Group Total : \$ 4300

Cash Allowance (1020)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1020		5000	5000	1	

Group Total : \$ 5000

Environmental Requirements (1560)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1560	50	8	400	2	

Group Total : \$ 400

Traffic Regulations (1570)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1570	1200	24	28800	1	

Group Total : \$ 28800

Projects Signs & Signposts & Installation (1580)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1580	2	700	1400	1	

Group Total : \$ 1400

Sign and Signpost Installations (1582)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
1582	12	1200	14400	1	

1582 2 1000 2000 2

Group Total : \$ 16400

Sitework, Demolition & Removal of Structures (2070)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2070	8	200	1600	1	
2070	185	15	2775	1	
2070	671	6	4026	1	
2070	5	300	1500	1	

2070 130 45 5850 2

Group Total : \$ 15751

Landscaping, Seeding, Sodding & Tree Preservation (2104)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2104	500	8	4000	1	
2104	500	15	7500	1	

Group Total : \$ 11500

Clearing & Grubbing (2111)

Code	Description	UOM
2111	6. Isolated Trees Clearing & Grubbing	Each

Excavation, Trenching & Backfilling (2223)

Code	Description	UOM
2223	1.1 Main Trench Excavation - Rock	Cubic Meter
2223	1.2 Main Trench Excavation - Common	Cubic Meter
2223	5.2 Granular Pipe Bedding - Type 2	Cubic Meter
2223	8.1 Supply & Placement of Marking Tape - Plastic	Meter

Roadway Excavation, Embankment & Compaction (2224)

Code	Description	UOM
2224	1.2 Mass Excavation & Backfill - Common	Cubic Meter
2224	2.1 Imported Backfill - Rock (100mm minus)	Cubic Meter
2224	2.2 Imported Backfill - Common	Cubic Meter

Scarifying & Reshaping (2231)

Code	Description	UOM
2231	1. Scarifying & Reshaping incl. Compaction	Square Meter

Selected Granular Base & Sub Base Materials (2233)

Code	Description	UOM
2233	1. Class "A" Granular Base	Cubic Meter
2233	2. Class "B" Granular Sub-Base	Cubic Meter

Concrete Walk, Curb & Gutters (2528)

Code	Description	UOM
2528	1. Supply & Place Granular Base Material	Cubic Meter
2528	2. Concrete Walks (125mm Thick, Fibre Reinforced, widths as shown on drawings)	Square Meter
2528	5. Curb & Gutter	Meter

Reshaping & Patching Asphalt Pavement (2574)

Code	Description	UOM
2574	1. Removal of Asphalt Pavement (Includes any required cutting)	Square Meter
2574	4. Temporary Patching of Asphalt Pavement	Square Meter

Cold Planing (2575)

Code	Description	UOM
2575	1. Cold Planing	Square Meter

Pavement Marking (2580)

Code	Description	UOM
2580	1. Pavement Markings (Removals & Install New as required)	Lump-Sum

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2111	2	400	800	1	

Group Total : \$ 800

Excavation, Trenching & Backfilling (2223)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2223	50	80	4000	1	
2223	900	11	9900	1	
2223	150	64	9600	2	
2223	630	3	1890	2	

Group Total : \$ 25390

Roadway Excavation, Embankment & Compaction (2224)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2224	1600	11	17600	1	
2224	75	70	5250	2	
2224	25	40	1000	1	

Group Total : \$ 23850

Scarifying & Reshaping (2231)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2231	4000	3	12000	1	

Group Total : \$ 12000

Selected Granular Base & Sub Base Materials (2233)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2233	425	63	26775	2	
2233	850	60	51000	2	

Group Total : \$ 77775

Concrete Walk, Curb & Gutters (2528)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2528	110	80	8800	2	
2528	200	76	15200	1	
2528	485	85	41225	1	

Group Total : \$ 65225

Reshaping & Patching Asphalt Pavement (2574)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2574	4000	10	40000	2	
2574	400	120	48000	2	

Group Total : \$ 88000

Cold Planing (2575)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2575	400	36	14400	2	

Group Total : \$ 14400

Pavement Marking (2580)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2580	1	6000	6000	1	

Group Total : \$ 6000

Maintenance Holes, Catch Basins, Ditch Inlets & Valve Cham

Code	Description	UOM
2601	6. Supply and Placement of Precast Catch Basins (incl. new Frame and Cover and adjust to grade)	Each
2601	8. Adjustment of Maintenance Hole/Catch Basin Tops (Existing)	Each
2601	10. Relocate existing Catch Basin	Each
2601	11. Remove existing CB frame and cover and Replace with New MH frame and cover on existing CB (incl. adjust to grade)	Each

Pipe Sewer Construction (2702)

Code	Description	UOM
2702	2. Supply & Placement of Storm Sewer (375mm HDPE)	Meter
2702	6. CCTV Camera Inspection Services	Meter

Cast-In-Place Concrete (3300)

Code	Description	UOM
3300	1. Cast-In-Place Concrete (Electrical Conduit Encasement)	Cubic Meter
3300	1. Cast-In-Place Concrete (Traffic Island End Treatments)	Cubic Meter

Highway Spec - Supply and Installation of Traffic Light Condu

Code	Description	UOM
H 530	Supply and Installation of Traffic Light Conduit (38mm) (excl. excavation and concrete encasement, incl. sand bedding)	Each
H 530	Supply and Installation of Traffic Light Conduit (50mm) (excl. excavation and concrete encasement, incl. sand bedding)	Each
H 530	Supply and Installation of Traffic Light Conduit (75mm) (excl. excavation and concrete encasement, incl. sand bedding)	Each

Highway Spec - Supply and Installation of Traffic Signal Foun

Code	Description	UOM
H 535	Supply and Installation of Traffic Signal Foundation (Mast Arm >9m)	Each
H 535	Supply and Installation of Traffic Signal Foundation (Mast Arm 9m or less)	Each
H 535	Supply and Installation of Traffic Signal Foundation (Pedestal pole, no mast arm)	Each

Supplementary Spec (SUPP)

Code	Description	UOM
SUPP	Supply and Installation of Prefab Composite Junction Box	Each
SUPP	Supply and Installation of Prefab Concrete Controller Pad	Each
SUPP	Supply and Installation of Tactile Surface in Sidewalk	Each

Maintenance Holes, Catch Basins, Ditch Inlets & Valve Chambers (2601)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2601	4	3500	14000	2	
2601	7	620	4340	1	
2601	3	2600	7800	1	
2601	2	1100	2200	1	

Group Total : \$ 28340

Pipe Sewer Construction (2702)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
2702	120	170	20400	2	
2702	120	7	840	1	

Group Total : \$ 21240

Cast-In-Place Concrete (3300)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
3300	15	700	10500	1	
3300	10	700	7000	1	

Group Total : \$ 17500

Highway Spec - Supply and Installation of Traffic Light Conduit (H 530)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
H 530	100	36	3600	1	
H 530	50	36	1800	1	
H 530	360	54	19440	1	

Group Total : \$ 24840

Highway Spec - Supply and Installation of Traffic Signal Foundation (H 535)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
H 535	5	5100	25500	1	
H 535	3	4600	13800	1	
H 535	3	4600	13800	1	

Group Total : \$ 53100

Supplementary Spec (SUPP)

Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
SUPP	8	3000	24000	1	
SUPP	2	5800	11600	1	
SUPP	38	350	13300	2	

SUPP	Supply and Installation of Topside Traffic Signal Infrastructure (GRIFFIN DRIVE)	Lump-Sum	SUPP	1	97000	97000	2
SUPP	Supply and Installation of Topside Traffic Signal Infrastructure (MILL ROAD)	Lump-Sum	SUPP	1	84000	84000	2
SUPP	Supply and Installation of Preformed Inductive Traffic Loops (prefabricated polyurethane filled loops; 2000mm x 2000mm x 27mm OD; 3 turns w/30 m lead in cable. Loops to be installed beneath asphalt in Class 'A'. Loop continuity must be tested after installation and prior to paving. The unit price bid for this item shall include the preformed loop(s) and any associated labor and material required for installation of the same up to connection at the junction box. The estimated quantity indicates the number of loops required, NOT the number of lanes to be completed. A typical installation requires 2 loops per lane, this is accounted for in the estimated quantity.	Each	SUPP	20	1200	24000	1

Harmonized Sales Tax (HST)		
Code	Description	UOM
HST	Harmonized Sales Tax (HST)	Lump-Sum

Group Total : \$ 253900

Harmonized Sales Tax (HST)					
Code	Quantity	Price	Total Cost	Bid Rank	Buyer Comment
HST	1	119386.65	119386.65	1	
Group Total : \$ 119386.65					
Project Total : \$ 915297.65					



Request for Decision (RFD)

Subject: Pittman's Lane Storm Sewer Improvements 2022-14

To: Darren Charters
Meeting: Regular Meeting - 20 Jun 2022
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Marine Contractors - Pittmans Lane - Tender Form Redacted](#)

BACKGROUND INFORMATION:

Tenders were invited for street reconstruction and storm sewer improvements for Pittman's Lane. In general, work under this contract consists of the removal of approximately 630 m² of existing concrete, 103 linear meters of HDPE storm sewer piping, 3 storm manholes, 3 catch basins, and 7 house services. Installation of 220 meters of high back curb and gutter, 190 tonnes of base course, and surface course asphalt, including associated granular and rock fill.

Tenders closed for the Pittman's Lane Storm Sewer Improvements Contracts No. 2022-14 on June 16, 2022 with two (2) bids received from the Following:

Marine Contractors Inc. - \$293,950.35 (HST Included)
 West Coast Excavating & Equipment Co. Ltd. - \$308,281.65 (HST Included)

PROPOSED RESOLUTION:

Be it resolved that the Corner Brook City Council award the Tender for the Pittman's Lane Storm Sewer Improvement Contract No. 2022-14 to Marine Contractors Inc. in the amount of \$293,950.35 (HST Included)

FINANCIAL IMPACT:

Over-all Project Budget \$400,000.00 (HST Included)
 Pre-Tender Estimate - \$358,009.95 (HST Included)

Budget Code: Gas Tax

Finance Type: Funding

Director of Community, Engineering, Development & Planning Approved - 17 Jun 2022
 Office Assistant 111 Approved - 17 Jun 2022

City Manager



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for: Pittman's Lane Storm Sewer Improvements
Contract # 2022-14

To: City Clerk
City of Corner Brook
2nd Floor, City Hall
P O Box 1080
5 Park Street
Corner Brook, NL A2H 2W8

Gentlemen,

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

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

Two Hundred and Ninety Three Thousand, Nine Hundred and Fifty Dollars and Thirty

Five Cents

(\$ 293,950.35) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 40 (Forty) working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

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

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

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

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

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

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

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

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

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

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

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following addenda:

Addendum No. 1

Addendum No.
11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

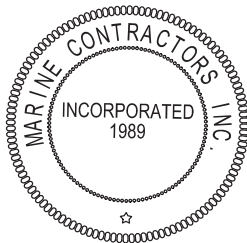
SIGNATURE OF TENDERER

Firm Name: Marine Contractors Inc

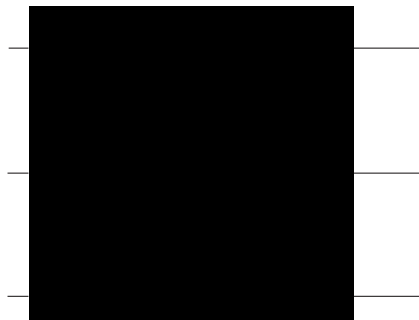
Address: 4 White Lakes Road, Corner Brook, NL

Postal Code: A2H 6G1 E-Mail info@marinecontractors.ca

Ph # 709 639 2330 Fax # 709 686 2015



Corporate Seal



APPENDIX "A"
TENDER PRICE TABLE

Schedule of Quantities and Prices

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

Notes:

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

Appendix “B”

List of Sub-Contractors

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

This appendix was completed and submitted by:

Name _____

Address _____

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

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

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

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

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 obligation and liabilities under the contract. Do not include taxes in unit or lump sum prices, taxes due to be added on the last page of this schedule as indicated on the bottom. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
DIVISION 1					
1005	1 Maintain Existing Water System	L.S.	Unit	\$ 5,000.00	\$ 5,000.00
	2 Maintain Existing Sewer System	L.S.	Unit	\$ 5,000.00	\$ 5,000.00
1010	<u>Mobilization & Demobilization</u> <u>(not greater than 5% if on the Island, or 10% if in</u> <u>Labrador, or 15% north of Cartwright, of item</u> <u>a. "sub-total" on last page)</u>	L.S.	Unit	\$ 5,000.00	\$ 5,000.00
1020	<u>Cash Allowance</u>				
	1 Pole Relocation/Shoring/Bracing	Allowance	2	\$3,000.00	\$ 6,000.00
	2 Tracing Underground Infrastructure Location	Allowance	1	\$1,000.00	\$ 1,000.00
	3 Supply of Temporary Water	Allowance	1	\$2,500.00	\$ 2,500.00
	4 Miscellaneous Works	Allowance	1	\$5,000.00	\$ 5,000.00
1570	<u>Traffic Regulations</u>				
	1 Flag Persons Wages	Hour	400	\$ 28.00	\$ 11,200.00
DIVISION 2					
2070	<u>Site work, Demolition & Removal of Structures</u>				
	1 Removal of Asphalt	m ²	140	\$ 20.00	\$ 2,800.00
	2 Removal of Curb and Gutter	m	20	\$ 20.00	\$ 400.00
	3 Removal of Concrete Roadway	m ²	630	\$ 20.00	\$ 12,600.00
	4 Removal of Concrete Driveway	m ²	16	\$ 25.00	\$ 400.00
	5 Removal of Existing Sanitary Sewer lines	m	4	\$ 50.00	\$ 200.00
2104	<u>Landscaping, Seeding, Sodding & Tree Preservation</u>				
	1 Supply & Placing Topsoil	m ²	200	\$ 15.00	\$ 3,000.00
	2 Supply & Placement of Sods	m ²	200	\$ 20.00	\$ 4,000.00
2223	<u>Excavation, Trenching & Backfilling</u>				
	1.1 Main Trench Excavation - Rock	m ³	10	\$ 125.00	\$ 1,250.00
	1.2 Main Trench Excavation - Common	m ³	164	\$ 20.00	\$ 3,280.00
	2.2 Service Trench Excavation - Common	m ³	60	\$ 20.00	\$ 1,200.00
	5.1 Granular Pipe Bedding - Type 1	m ³	90	\$ 40.00	\$ 3,600.00
	8.2 Supply & Placement of Marking Tape - Metallic	m	91	\$ 2.00	\$ 182.00
2224	<u>Roadway Excavation, Embankment & Compaction</u>				
	1.2 Mass Excavation & Backfill - Common	m ³	865	\$ 16.00	\$ 13,840.00
	2.1 Imported Backfill - Rock (100mm minus)	m ³	600	\$ 38.00	\$ 22,800.00
	2.2 Imported Backfill - Common	m ³	10	\$ 38.00	\$ 380.00
2233	<u>Selected Granular Base & Sub Base Materials</u>				
	1 Class "A" Granular Base	tonne	300	\$ 25.00	\$ 7,500.00
	2 Class "B" Sub-Base	tonne	570	\$ 24.00	\$ 13,680.00
2528	<u>Concrete Walk, Curb & Gutters</u>				
	1 Supply & Place Granular Base Material	m ³	50	\$ 60.00	\$ 3,000.00
	2 Curb and Gutter - Slip Form	m	220	\$ 99.00	\$ 21,780.00
	3 Concrete Sidewalk (100mm Thick)	m ²	10	\$ 120.00	\$ 1,200.00
	4 Concrete Driveway (Including step landing)	m ²	16	\$ 320.00	\$ 5,120.00

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
2552	<u>Hot Mix Asphalt Concrete Paving</u> Asphalt Concrete				
1	Base Course	tonnes	95	\$ 215.00	\$ 20,425.00
2	Surface Course	tonnes	95	\$ 215.00	\$ 20,425.00
2574	<u>Reshaping & Patching Asphalt Pavement</u>				
1	Patching of Asphalt Pavement (driveway tie-ins)	m ²	50	\$ 70.00	\$ 3,500.00
2	Cutting of Asphalt Pavement	m	75	\$ 10.00	\$ 750.00
2601	<u>Manholes & Catch Basins</u>				
1.2	Supply & Placement of Pre-Cast Manholes (c/w adjustable frame & cover) 2.0m to 2.5m, 1200mmØ	Each	3	\$ 6,240.00	\$ 18,720.00
2	Supply & Install Adjustable frame & cover on Existing Manhole	Each	1	\$ 2,280.00	\$ 2,280.00
3	Supply & Placement of Single Catch Basin (c/w frame & Checker Board cover) as per MMS Dwg. 4350	Each	3	\$ 2,870.00	\$ 8,610.00
2702	<u>Pipe Sewer Construction</u>				
1.1	Supply & Placement of Sanitary Sewer Service Line 100mmØ PVC SDR 28	m	6	\$ 55.00	\$ 330.00
1.2	100mmØ Rubber Couplers for PVC SDR 28	Each	6	\$ 17.00	\$ 102.00
2.1	Supply & Placement of Storm Sewer 375mmØ HDPE 320 Kpa (Bell & Spigot)	m	12	\$ 136.00	\$ 1,632.00
2.2	450mmØ HDPE 320 Kpa (Bell & Spigot)	m	91	\$ 187.00	\$ 17,017.00
3	Supply & Placement of Storm Sewer Service Laterals				
3.1	100mmØ PVC SDR28	m	31	\$ 55.00	\$ 1,705.00
3.2	100mmØ Long Radius Bends	Each	7	\$ 73.00	\$ 511.00
3.4	100mmØ PVC End Caps	Each	7	\$ 33.00	\$ 231.00
3.5	100mmØ Insert-a-tee	Each	7	\$ 273.00	\$ 1,911.00
6	T.V. Camera Inspection Services	m	91	\$ 28.00	\$ 2,548.00
12	Locate, excavate & connect to existing sewer	Each	1	\$ 2,000.00	\$ 2,000.00
Subtotal:					\$ 255,609.00
A. Total					\$ 255,609.00
B. H.S.T 15% of A					\$ 38,341.35
C. Grand Total (Carry Forward to Page 1 of Tender Form)					\$ 293,950.35



Request for Decision (RFD)

Subject: Concrete Sidewalk Repairs 2022-13

To: Darren Charters
Meeting: Regular Meeting - 20 Jun 2022
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [C. Barnes tender for-concrete sidewalk repairs 2022-13 Redacted](#)

BACKGROUND INFORMATION:

Some of the concrete sidewalks in the City of Corner Brook are deteriorating or cracked and are in need of repair. This scope of work generally consists of but is not limited to, the removal of approximately 1150 m² of concrete sidewalk and 300 linear meters of concrete curb and gutter. The supply and placement of approximately 1150 m² of concrete sidewalk, 300 linear meters of high back curb and gutter, and all associated work, equipment, and material.

Tenders closed for the Concrete Sidewalk Repairs Contract No. 2022-13 on June 16, 2022 with one (1) bid received from C. Barnes Excavating Inc. in the amount of \$385,905.88 (HST Included)

PROPOSED RESOLUTION:

Be it resolved that the Corner Brook City Council award the Tender for the Concrete Sidewalk Repairs 2022-13 to C. Barnes Excavating Inc. in the amount of \$385,905.88 (HST Included)

FINANCIAL IMPACT:

Over-all Project Budget - \$400,000.00 (HST Included)

Pre-Tender Estimate - \$383,858.50 (HST Included)

Budget Code: Gas Tax

Finance Type: Funding

Director of Community, Engineering, Development & Planning Approved - 17 Jun 2022

Office Assistant 111 Approved - 17 Jun 2022

City Manager



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for: Concrete Sidewalk Repairs
Contract # 2022-13

To: City Clerk
City of Corner Brook
2nd Floor, City Hall
P O Box 1080
5 Park Street
Corner Brook, NL A2H 2W8

Gentlemen,

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

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

Three hundred & eighty five thousand,
nine hundred & five dollars & eighty eight
Cents

(\$ 385,905.88) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 40 (Forty) working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF TENDERER

Firm Name: C. Barnes Excavating Inc.

Address: 61 Tableland Drive, Birchy Head, NL

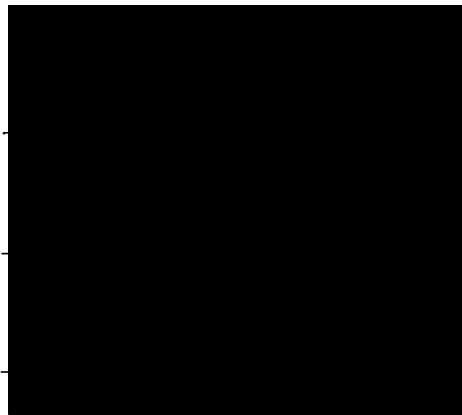
Postal Code: A0K-1K0

E-Mail: Wendi@cbarnesexcavating.com

Ph # 709-453-2121

Fax # 709-453-2066

Corporate Seal



APPENDIX "A"
TENDER PRICE TABLE

Schedule of Quantities and Prices

No.	Tender Item Description	Unit	Quantity	Unit Price	Amount
SEE APPENDIX "A" SCHEDULE OF QUANTITIES AND PRICES					
SUB TOTAL TENDER AMOUNT					335,570.33
HARMONIZED SALES TAX (HST)					50,335.55
TOTAL TENDER AMOUNT					
(Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)					385,905.88

Notes:

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

Revision Date: March 2016

- 4 -

Tender Form - UPC

Appendix "B"

List of Sub-Contractors

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

This appendix was completed and submitted by:

Name _____

Address _____

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

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

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

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

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 obligation and liabilities under the contract. Do not include taxes in unit or lump sum prices, taxes due to be added on the last page of this schedule as indicated on the bottom. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
DIVISION 1					
1010	<u>Mobilization & Demobilization</u> <u>(not greater than 5% if on the Island, or 10% if in</u> <u>Labrador, or 15% north of Cartwright, of item</u> <u>a. "sub-total" on last page)</u>	L.S.	Unit	\$13,333. ³³	\$13,333. ³³
DIVISION 2					
2070	<u>Site work, Demolition & Removal of Structures</u>				
1	Removal of Curb and Gutter	m	300	\$ 10. ⁰⁰	\$ 3,000. ⁰⁰
2	Removal of Concrete Sidewalk	m ²	1150	\$ 10. ⁰⁰	\$ 11,500. ⁰⁰
2104	<u>Landscaping, Seeding, Sodding & Tree Preservation</u>				
1	Supply & Placing Topsoil	m ²	60	\$ 16. ⁰⁰	\$ 960. ⁰⁰
2	Supply & Placement of Sods	m ²	60	\$ 16. ⁰⁰	\$ 960. ⁰⁰
2224	<u>Roadway Excavation, Embankment & Compaction</u>				
1.2	Mass Excavation & Backfill - Common	m ³	70	\$ 14. ⁰⁰	\$ 980. ⁰⁰
2.1	Imported Backfill - Rock (100mm minus)	m ³	10	\$ 51. ⁰⁰	\$ 510. ⁰⁰
2.2	Imported Backfill - Common	m ³	10	\$ 31. ⁰⁰	\$ 310. ⁰⁰
2233	<u>Selected Granular Base & Sub Base Materials</u>				
1	Class "A" Granular Base	tonne	20	\$ 28. ⁰⁰	\$ 560. ⁰⁰
2	Class "B" Sub-Base	tonne	20	\$ 27. ⁰⁰	\$ 540. ⁰⁰
2528	<u>Concrete Walk, Curb & Gutters</u>				
1	Supply & Place Granular Base Material	m ³	575	\$ 57. ⁰⁰	\$ 32,775. ⁰⁰
2.1	Concrete Sidewalk (100mm Thick)	m ²	980	\$ 19.3. ⁰⁰	\$ 18,914. ⁰⁰
2.2	Concrete Sidewalk (150mm Thick)	m ²	170	\$ 197. ⁰⁰	\$ 33,490. ⁰⁰
3.1	Curb and Gutter - Slip Form	m	124	\$ 43. ⁰⁰	\$ 5,332. ⁰⁰
3.2	Curb and Gutter - Non Slip Form	m	170	\$ 44. ⁰⁰	\$ 7,480. ⁰⁰
2574	<u>Reshaping & Patching Asphalt Pavement</u>				
1	Removal of Asphalt Pavement - Stripping	m ²	150	\$ 10. ⁰⁰	\$ 1,500. ⁰⁰
2	Patching of Asphalt Pavement	m ²	150	\$ 180. ⁰⁰	\$ 27,000. ⁰⁰
3	Cutting of Asphalt Pavement	m	400	\$ 8. ⁰⁰	\$ 3,200. ⁰⁰
2601	<u>Manholes, Catch Basins, Ditch Inlets & Valve Chambers</u> <u>Reconstruct & Adjustment Utilities to Grade & Alignment</u>				
1	Manholes - Adjust Existing	Each	2	\$ 1,000. ⁰⁰	\$ 2,000. ⁰⁰
2	Catch Basins - Adjust Existing	Each	1	\$ 500. ⁰⁰	\$ 500. ⁰⁰
3	Valve Box - Adjust Existing	Each	1	\$ 500. ⁰⁰	\$ 500. ⁰⁰
A. Subtotal:				\$335,510. ³³	
B. H.S.T 15% of A				\$ 50,335. ⁵⁵	
C. Grand Total				\$385,905. ⁸⁸	
(Carry Forward to Page 1 of Tender Form)					



Intact Insurance Company
Surety Division – Atlantic
20 Hector Gate, Suite 200
Dartmouth, NS B3B 0K3

Bid Bond

Standard Construction Document
CCDC 220 – 2002

BROKER: STEERS INSURANCE LIMITED

Bond No.: 5222441-22-017

Bond Amount: 10% of Tender

C. BARNES EXCAVATING INC. as Principal, hereinafter called the Principal, and Intact Insurance Company a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories of Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF CORNER BROOK** as Obligee, hereinafter called the Obligee, in the amount of **Ten Percent of Tender Dollars (10% of Tender)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 16th day of JUNE, in the year 2022 for **CONTRACT NO.: 2022-13 CONCRETE SIDEWALK REPAIRS, REMOVAL OF 1150M3 OF CONCRETE SIDEWALK AND 300M3 OF CURB AND GUTTER. REPLACEMENT OF ALL NEW**

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond and sealed 1st day of JUNE in the year 2022.

SIGNED AND SEALED

In the presence of:

C. BARNES EXCAVATING INC.

Wendi Barnes

Intact Insurance Company

By: [Signature] 1415, 131P Attorney-in-fact

CCDC Copyright 2002
Canadian Construction Documents Committee

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

9042HA (01/03)

To verify hardcopy, click on SignatureMaster™ website "Verify Document" link, enter Document Key: 4604C389-4CFD826F-23A282E6-1C1FBFF7-196B7F90



Request for Decision (RFD)

Subject: Supply of Winter Salt

To: Rodney Cumby
Meeting: Regular Meeting - 20 Jun 2022
Department: Public Works
Staff Contact: Donald Burden, Director of Public Works, Water & Wastewater
Topic Overview:

BACKGROUND INFORMATION:

The current contract to supply winter salt has expired. The Provincial Department of Transportation and Infrastructure on behalf of the City tendered the supply and stockpile of 6,000 MT of winter salt at the City's new salt depot on O'Connell Drive. The tender closed on May 3, 2022 and all submitted bids are listed below (HST included):

<i>A Harvey & Co. Ltd.</i>	<i>\$696,060.00</i>
--------------------------------	---------------------

PROPOSED RESOLUTION:

Be it **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the bid of \$696,060.00 (HST included) by *A Harvey & Co. Ltd.* for 2022 winter salt.

Legal Review: No

RECOMMENDATION:

It is the recommendation of staff to accept the bid of \$696,060.00 (HST included) by *A Harvey & Co. Ltd.* for 2022 winter salt.

Director of Public Works, Water &
Wastewater
Legislative Assistant

Approved - 15 Jun 2022

Approved - 16 Jun 2022

City Manager



Request for Decision (RFD)

Subject: Approval of Proposed Amendments MP/DR 21-02– Proposed IMSP/DR Rezoning – Valley View Estates

To:

Meeting: Regular Meeting - 20 Jun 2022

Department: Development and Planning

Staff Contact: Deon Rumbolt,

Topic Overview: This is the 3rd council reading of three readings, which are required to approve this amendment.

Attachments: [Corner Brook - Municipal Plan and Development Regulations - Amendment No. 21-02 - For APPROVAL](#)
[Commissioner's Report- Corner Brook June 2022](#)
[Appendices to 2022 Commissioner's Report Amendment 21-02](#)

BACKGROUND INFORMATION:

The principal purpose of the Amendments is to allow Council to consider approval of a series of inter-related rezonings on O'Connell Drive to permit a new 50-unit Mini Home Subdivision, referred to as Valley View Estates, which includes the Public Benefit of a new 50 stall gravel parking lot for the George Daddy Dawe Memorial Soccer Pitch as well as some additional Open Space.

This is the 3rd council reading of three readings, which are required to approve this amendment.

On May 25th, a public hearing was undertaken to receive public representations regarding proposed amendments relating to Valley View Estates rezoning along O'Connell Drive. This RFD seeks Council resolution to proceed with the amendment process as per the Urban and Rural Planning Act, 2000 (URPA). As per s.23 URPA, Council shall consider the attached Commissioners Report, and may where it considers it necessary, make changes to the plan and development regulations, or may withdraw the submitted plan and development regulations. If Council decides to make changes to the proposed amendments, Council has the right to schedule another Public Hearing in respect of those changes, or Council may submit directly for Provincial approval without another Public Hearing.

In summary, Council must now complete steps 1 or 2 as follows:

1. Review the Commissioners Report and **Modify** or **Do Not Modify** the proposed amendments as per the Commissioner recommendation(s), and make submission to Municipal Affairs for final approval. (*If choosing to modify, Council must give direction to schedule or not to schedule another public hearing with retained Commissioner to document potential public concerns.*)
2. Review the Commissioners Report and **Withdraw /Reject** the proposed amendments.

PROPOSED RESOLUTION:

PROPOSED RESOLUTION:

The Corner Brook City Council RESOLVES to:

- (1) Approve proposed map amendments MP 21-02 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012;
- (2) Approve proposed amendment DR 21-02 to the City of Corner Brook's 2012 Development Regulations;
- (3) Authorize staff to submit the proposed amendments to the provincial government for ministerial approval and registration; and
- (4) Authorize staff to give statutory notice of registration of the amendments following ministerial approval and registration under (3).

ALTERNATIVE MOTIONS:

The Corner Brook City Council RESOLVES to:

- (1) Refuse approval of the proposed amendments; or
- (2) Postpone approval of the proposed amendments, with direction given to staff to work further with the proponent in revising the development proposal before bringing the item back to Council. At the discretion of staff, and if the proposal is substantially amended, this may entail re-conducting public consultation (section 14) and re-submitting the proposal to the provincial government for review/release (section 15).

FINANCIAL IMPACT:

Cost of:

(1) NL Gazette publication and (2) newspaper publication (West Coast Wire)

Budget Code: Planning Amendments

Finance Type: Budget

GOVERNANCE IMPLICATIONS:

Legislation

Urban and Rural Planning Act

sections 23 and 24

RECOMMENDATION:

Staff Recommend Option 1 and the following Recommendation be supported:

- (1) That the City of Corner Brook approve the proposed amendments as outlined above;
 - (2) That the City of Corner Brook refuse to approve the proposed amendments as outlined above;
- or

(3) That the City of Corner Brook postpone approval of the proposed amendments, requesting additional information from staff.

ALTERNATIVE IMPLICATIONS:

Approval of the proposed amendments is the second and final affirmative decision of Council (the first being adoption) prior to submitting the documents to the provincial government for ministerial approval and registration. If Council is not supportive of the proposal as is, Council should not proceed with approval.

	Approved - 15 Jun 2022
Director of Community, Engineering, Development & Planning	Approved - 15 Jun 2022
Office Assistant 111	Approved - 16 Jun 2022

City Manager

CITY OF CORNER BROOK
INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

MUNICIPAL PLAN AMENDMENT No. 21-02

June 2022

URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT
CORNER BROOK INTEGRATED MUNICIPAL SUSTAINABILITY PLAN
AMENDMENT No. 21-02

Under the authority of Section 16 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook adopts the Corner Brook Municipal Plan Amendment No. 21-02.

Adopted by the City Council of Corner Brook on the 25th day of APRIL, 2022.

Signed and sealed this 19 day of May, 2022.

dy
for
Mayor:

Clerk

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Municipal Plan Amendment No. 21-02 has been prepared in accordance with the requirements of the *Urban and Rural Planning Act*.

MCIP:



(MCIP Seal)

URBAN AND RURAL PLANNING ACT
RESOLUTION TO APPROVE
CITY of CORNER BROOK INTEGRATED MUNICIPAL SUSTAINABILITY PLAN
AMENDMENT No. 21-02

Under the authority of section 16, section 17 and section 18 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook

- a) adopted the Municipal Plan Amendment No. 21-02 on the ---- day of -----, 2022,
and
- b) gave notice of the adoption of the Municipal Plan Amendment No. 21-02 by Notice placed on the -----day until----- day of _____, 2022 on the City's Planning Notification page, the West Coast Wire, the City's Twitter and Facebook Pages, and posted on the Notice Board at City Hall.
- c) set the -----day of ----- at ----- p.m. at the City Hall, 5 Park Street, Corner Brook, for the holding of a public hearing to consider objections and submissions.

Now under section 23 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook approves the Municipal Plan Amendment No. 21-02 as adopted.

SIGNED AND SEALED this ----- day of -----, 2022

Mayor: _____

Clerk: _____

(Council Seal)

CITY OF CORNER BROOK

MUNICIPAL PLAN AMENDMENT No. 21-02

BACKGROUND

The City Council of Corner Brook wishes to amend its Integrated Municipal Sustainability Plan. The Planning Department has received an application for a series of inter-related designation changes on O'Connell Drive to permit a new 50-unit Mini Home Subdivision, referred to as Valley View Estates, which includes the Public Benefit of a new 50 stall gravel parking lot for George Daddy Dawe Memorial Soccer Pitch as well as additional Open Space.

The Applicants are proposing to develop a fifty (50) unit Mini Home development located in the vicinity of the O'Connell Drive and Hillard's Road intersection. The site is immediately adjacent to an existing Mobile Home Park. A portion of the lands included in this designation change were purchased from the City to make this possible to proceed. There is an existing single family home that will be incorporated through the changes with a goal of achieving the best and highest use for these lands.

POLICY SUPPORT

The General Growth Planning Policies (3.3.3) of the IMSP apply as well as the Residential Policies (4.2.3) and Objectives (4.2.2).

The Comprehensive Residential Development Area Policy 4.3.3.09 identifies that:

“Minor amendments to adopted CRDAs may be made by the Authority subject to public consultation, public notification of the proposed amendments and Council approval. Amendments which affect land use designation shall be made in accordance with the provisions for plan amendment as set out in the Urban and Rural Planning Act.”

The City has no Comprehensive Development Plan for this CRDA zoned area and with the minor nature of the changes, The City has proceeded with the amendment process to make this change. This proposal meets the requirements of the 2012 IMSP and DR.

This proposal requires map amendments to both the Integrated Municipal Sustainability Plan (IMSP) and Development Regulations. (See associated Development Regulations Amendment No. 21-02).

PUBLIC CONSULTATION

The proposed amendment(s) were advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation was posted on the City's IMSP / Development Regulation Amendments web page, in the West Coast Wire on February 16th and 23rd, 2022, and The City Twitter and Facebook Pages advising of Council's intent to pursue the proposed amendment(s). The notices requested written comments from the public that may support or oppose the amendment(s). The same will be posted in the lobby at City Hall.

The Public Consultation received no written comments but a single phone call of non-support.

After the initial public consultation phase it was noted that all areas within the City that include lands like soccer fields, softball fields, and other outdoor recreational facilities, are all designated Open Space. To keep the land use designations consistent within the City, staff chose to revert back to the original Open Space designation that includes George Daddy Dawe soccer pitch as the better fitting designation, as opposed to the Community Services designation that was proposed in the initial amendment.

PROVINCIAL RELEASE

In accordance with section 15 of the Act, City staff forwarded the Amendment to the provincial Department of Municipal Affairs and Environment for review. Where no agency or departmental interests were identified, the Amendment was released from the Local Governance and Planning Division on March, 2022.

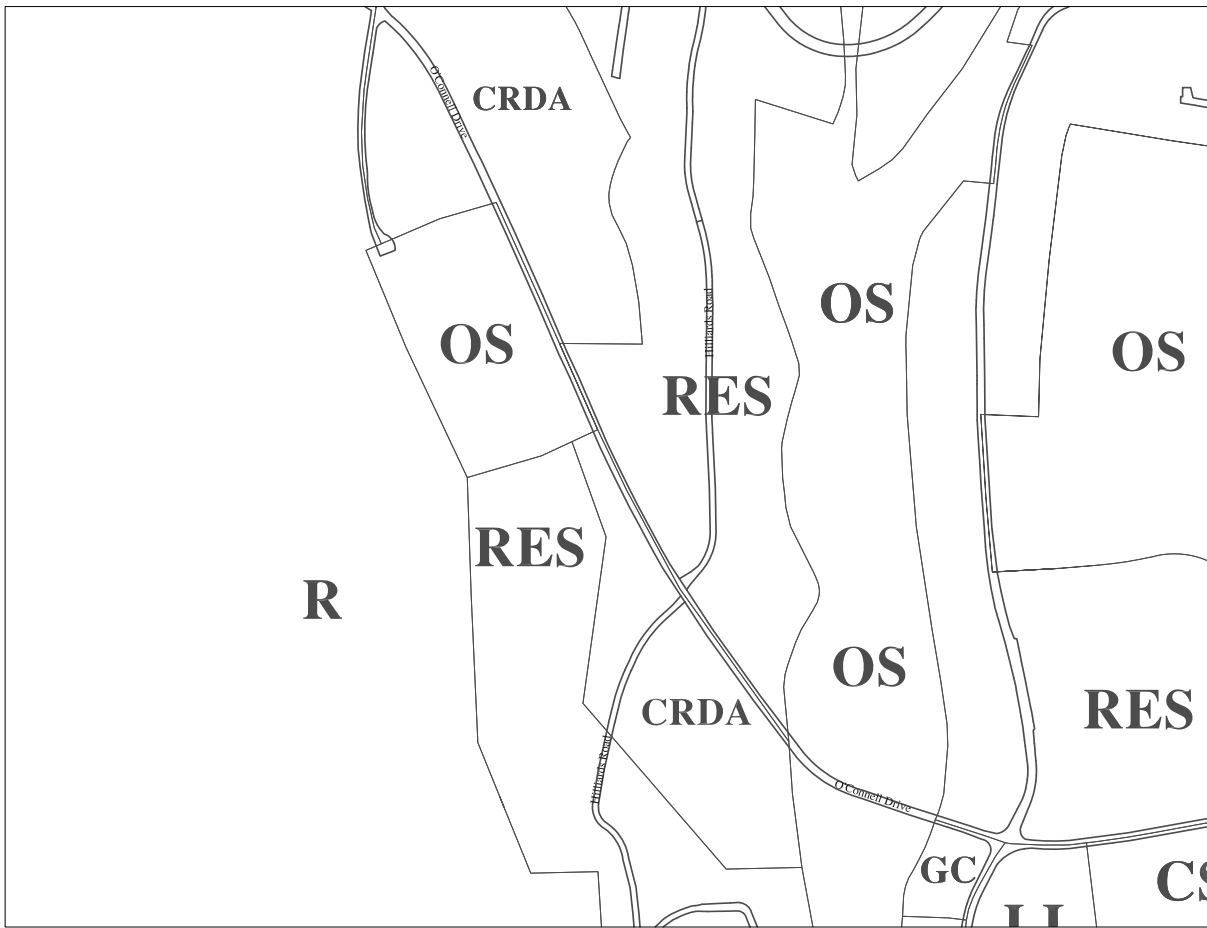
ADOPTION BY COUNCIL AND PUBLIC HEARING

In accordance with section 16 of the Act, Council adopted the Amendment on April 25, 2022. In accordance with section 17 of the Act, notice of adoption and tentative public hearing date (May 25, 2022) was published in a locally circulated newspaper (West Coast Wire) on May 4 and May 11, 2022. Where objections were received before the tentative public hearing date, Council proceeded with the public hearing pursuant to subsections 18(2) and 21(2) of the Act. Following the public hearing held at 7:00p.m. in City Hall on the above-noted date, the Commissioner submitted her report to Council in accordance with subsection 22(1) of the Act.

In general, the recommendation of the Commissioner is to approve the proposed Amendment with conditions. Details of this recommendation are outlined in the attached report. Subsection 23(1) of the Act requires that Council shall consider the report and recommendation submitted by the Commissioner. The recommendation of the Commissioner, however, is not binding on the final decision of Council to approve the Amendment.

AMENDMENT No. 21-02

The Corner Brook IMSP shall be amended by making the following land designation map changes as seen on the next page. This amendment is a map amendment only.



LEGEND

DESIGNATION BOUNDARY _____

CHANGE FROM CRDA to RES

Land Use Designations

Residential	RES	Shopping Centre	SC	Open Space	OS	Mineral Working	MW
Comprehensive Residential Development Area	CRDA	Large Scale Commercial	LSC	Cemetery	C	Special Management Area	SMA
Townsite Heritage Conservation District	THCD	Waterfront Mixed Use	WMU	Environmental Protection	EP		
Downtown	DT	General Industrial	GI	Environmental Conservation	EC		
General Commercial	GC						
		Light Industrial	LI	Protected Water Supply Area	PWSA		
Residential/Commercial Mix	RCM						
Highway and Tourist Commercial	HTC	Hazardous Industrial	HI	Rural	R		
Community Service	CS	Innovation District	ID	Solid Waste/Scrap Yard	SW/SY		

CITY OF CORNER BROOK

PROJECT TITLE:

INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:

GENERALIZED FUTURE LAND USE MAP A (EXISTING)



City of Corner Brook
Community Services Department
Planning Division

DATE: FEBRUARY 2022

SCALE: 1:5000



DESCRIPTION

THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I hereby certify that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map _____ has been prepared in accordance with the requirements of the Urban and Rural Planning Act.

M.C.I.P _____

DATE _____

(M.C.I.P SEAL)

SEAL AND SIGNATURE

Certified that this City of Corner Brook Integrated
Municipal Sustainability Plan 2012, Map _____ is
a correct copy of the Integrated Municipal
Sustainability Plan 2012, Map _____ approved by
the Council of the City of Corner Brook on the
_____ day of _____, _____.
(month) (year)

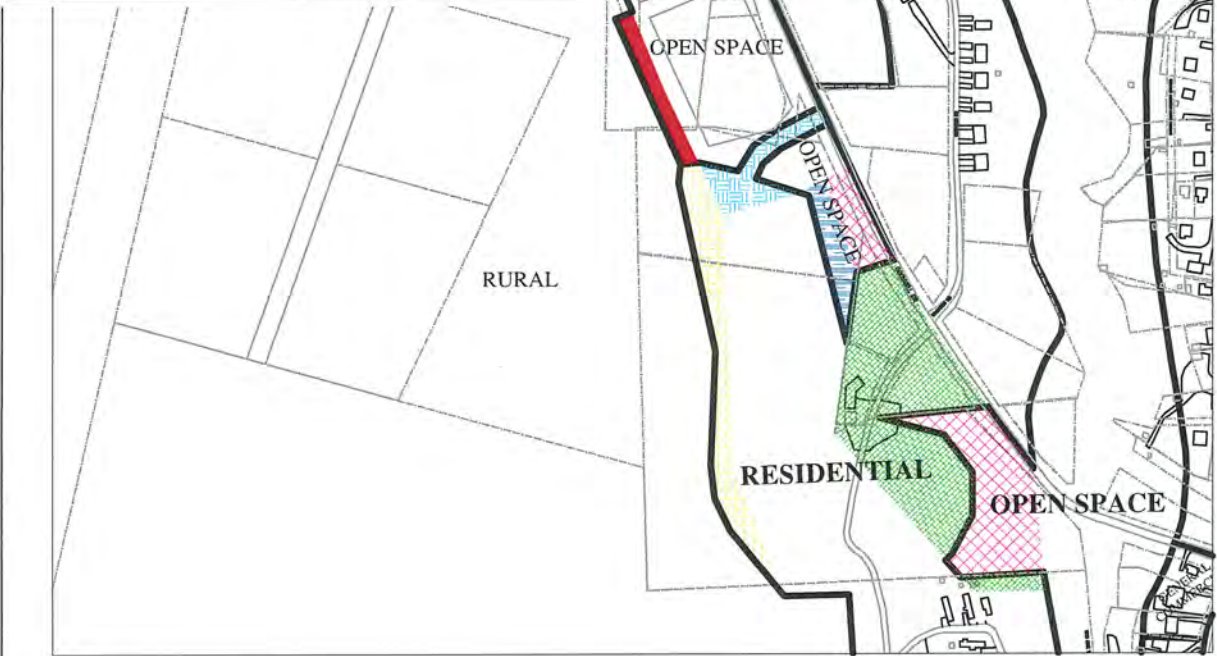
MAYOR _____




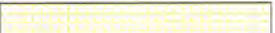


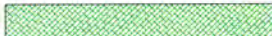
CLERK _____

DATE _____

(COUNCIL SEAL)

Municipal Plan/Amendment
REGISTERED
Number _____
Date _____
Signature _____



LEGEND			
DESIGNATION BOUNDARY			
FROM: RURAL TO: OPEN SPACE		FROM: COMPREHENSIVE RESIDENTIAL DEVELOPMENT AREA TO: OPEN SPACE	
FROM: RURAL TO: RESIDENTIAL		FROM: RESIDENTIAL TO: OPEN SPACE	
FROM: OPEN SPACE TO: RESIDENTIAL		FROM: COMPREHENSIVE RESIDENTIAL DEVELOPMENT AREA TO: RESIDENTIAL	

CITY OF CORNER BROOK		CANADIAN INSTITUTE OF PLANNERS CERTIFICATION	
PROJECT TITLE: INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012		I hereby certify that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map <u>A</u> has been prepared in accordance with the requirements of the Urban and Rural Planning Act.	
DRAWING TITLE: GENERALIZED FUTURE LAND USE MAP A AMENDMENT NO. 21-02		M.C.I.P.	
DATE: MARCH 2022		DATE _____	
SCALE: 1:5000		SEAL AND SIGNATURE	
City of Corner Brook Community Services Department Planning Division		Certified that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map <u>A</u> is a correct copy of the Integrated Municipal Sustainability Plan 2012, Map <u>A</u> approved by the Council of the City of Corner Brook on the _____ day of _____, _____ (month) (year)	
DESCRIPTION TO PERMIT A NEW 50 MINI HOME DEVELOPMENT AND NEW PARKING AREA FOR SOCCER PITCH.		MAYOR _____	
THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.		CLERK _____ (COUNCIL SEAL)	
		DATE _____	

**CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS 2012**

DEVELOPMENT REGULATIONS AMENDMENT No. 21-02

June 2022

URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT
CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT No. 21-02

Under the authority of Section 16 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook adopts the Corner Brook Development Regulations Amendment No. 21-02.

Adopted by the City Council of Corner Brook on the 25th day of APRIL, 2022.

Signed and sealed this 19 day of May, 2022

DM for
Mayor:

Clerk:

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment No 21-02 has been prepared in accordance with the requirements of the *Urban and Rural Planning Act*.

MCIP:



(CIP Seal)

URBAN AND RURAL PLANNING ACT
RESOLUTION TO APPROVE
CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT No. 21-02

Under the authority of section 16, section 17 and section 18 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook

- a) adopted the Development Regulations Amendment No. 21-02 on the ---- day of -----
 ---, 2022.
- b) gave notice of the adoption of the Development Regulations Amendment No. 21-02
 by Notice placed on the -----day until the ----- day of _____, 2022 on the City's
 Planning Notification page, the West Coast Wire, the City's Facebook and Twitter
 Pages and posted on the Notice Board at City Hall.
- c) set the _____ day of _____ at _____ p.m. at the City Hall, 5 Park Street, Corner
 Brook, for the holding of a public hearing to consider objections and submissions.

Now under the authority of Section 23 of the *Urban and Rural Planning Act 2000*, the City
 Council of Corner Brook approves the Development Regulation Amendment as adopted.

SIGNED AND SEALED this ----- day of -----, 2022

Mayor: _____

Clerk: _____

(Council Seal)

CITY OF CORNER BROOK

DEVELOPMENT REGULATIONS AMENDMENT No. 21-02

BACKGROUND

The City Council of Corner Brook wishes to amend its Integrated Municipal Sustainability Plan. The Planning Department has received an application for a series of a series of inter-related rezonings on O'Connell Drive to permit a new 50-unit Mini Home Subdivision, referred to as Valley View Estates, which includes the Public Benefit of a new 50 stall gravel parking lot for the George Daddy Dawe Memorial Soccer Pitch as well as some additional Open Space.

The Applicants are proposing to develop a fifty (50) unit Mini Home development located in the vicinity of the O'Connell Drive and Hillard's Road intersection. The site is immediately adjacent to an existing Mobile Home Park. A portion of the lands included in this rezoning were purchased from the City to make this possible to proceed. There is an existing single family home that will be incorporated through the changes with a goal of achieving the best and highest use for these lands.

This rezoning is proposed to achieve the following:

- To enlarge the existing Mobile/Mini Home Residential (MHR) zone to permit a new 50-unit Mini Home Subdivision (Valley View Estates);
- To enlarge the existing George Daddy Dawe Memorial Soccer Pitch area to allow room for a new 50 stall gravel parking lot for the soccer pitch by changing Rural (R) lands to Open Space (OS);
- To remove the current non-conforming status of 84 Hilliard's Road, an existing, developed, single residential property, by changing the property zone from the current Comprehensive Residential Density Area (CRDA) to Residential Medium Density (RMD);
- To provide added RMD sites to be developed with access via Hilliard's Road;
- To provide additional OS zoned lands adjacent the George Daddy Dawe Memorial Soccer Pitch and O'Connell Drive as additional amenity space;
- To provide additional OS zoned lands to supplement the OS protection for the existing watercourse, Petries Brook, as well as provide additional amenity space for uses such as Community Gardens

POLICY SUPPORT

The General Growth Planning Policies (3.3.3) of the IMSP apply as well as the Residential Policies (4.2.3) and Objectives (4.2.2).

The Comprehensive Residential Development Area Policy 4.3.3.09 identifies that:

“Minor amendments to adopted CRDAs may be made by the Authority subject to public consultation, public notification of the proposed amendments and Council approval. Amendments which affect land use designation shall be made in accordance with the provisions for plan amendment as set out in the Urban and Rural Planning Act.”

The City has no Comprehensive Development Plan for this CRDA zoned area and with the minor nature of the changes, The City has proceeded with the amendment process to make this change. This proposal meets the requirements of the 2012 IMSP and DR.

This proposal requires map amendments to both the Integrated Municipal Sustainability Plan (IMSP) and Development Regulations. (See associated Development Regulations Amendment No. 21-02).

PUBLIC CONSULTATION

The proposed amendment(s) were advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation was posted on the City's IMSP / Development Regulation Amendments web page, in the West Coast Wire on February 16th and 23rd, 2022, and The City Twitter and Facebook Pages advising of Council's intent to pursue the proposed amendment(s). The notices requested written comments from the public that may support or oppose the amendment(s). The same will be posted in the lobby at City Hall.

The Public Consultation received no written comments but a single phone call of non-support.

After the initial public consultation phase it was noted that all areas within the City that include lands like soccer fields, softball fields, and other outdoor recreational facilities, are all zoned Open Space. To keep the zoning consistent within the City, staff chose to revert back to the original Open Space zone that includes George Daddy Dawe soccer pitch as the better fitting zone, as opposed to the Community Services zone that was proposed in the initial amendment.

PROVINCIAL RELEASE

In accordance with section 15 of the Act, City staff forwarded the Amendment to the provincial Department of Municipal Affairs and Environment for review. Where no agency or departmental interests were identified, the Amendment was released from the Local Governance and Planning Division on March, 2022.

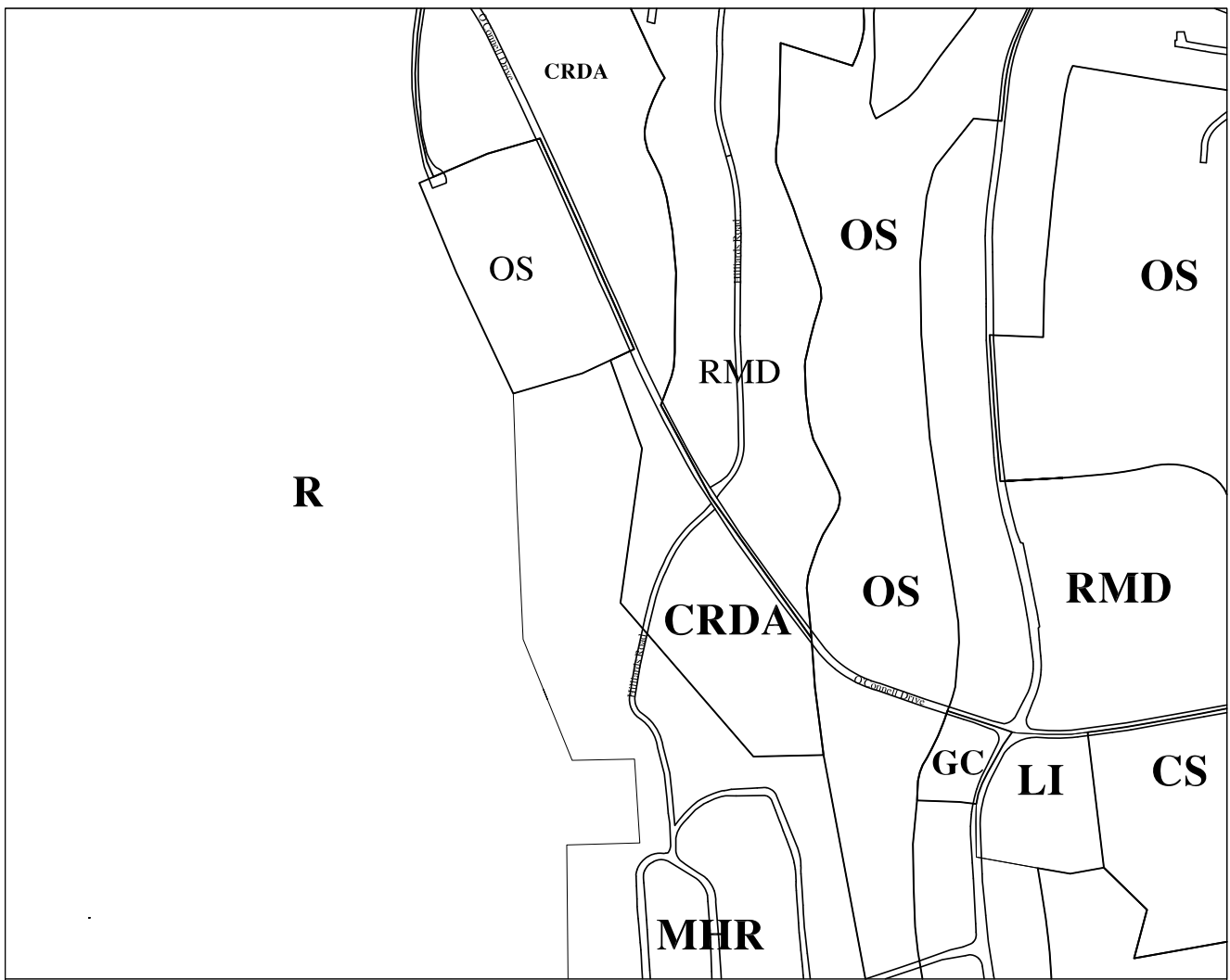
ADOPTION BY COUNCIL AND PUBLIC HEARING

In accordance with section 16 of the Act, Council adopted the Amendment on April 25, 2022. In accordance with section 17 of the Act, notice of adoption and tentative public hearing date (May 25, 2022) was published in a locally circulated newspaper (West Coast Wire) on May 4 and May 11, 2022. Where objections were received before the tentative public hearing date, Council proceeded with the public hearing pursuant to subsections 18(2) and 21(2) of the Act. Following the public hearing held at 7:00p.m. in City Hall on the above-noted date, the Commissioner submitted her report to Council in accordance with subsection 22(1) of the Act.

In general, the recommendation of the Commissioner is to approve the proposed Amendment with conditions. Details of this recommendation are outlined in the attached report. Subsection 23(1) of the Act requires that Council shall consider the report and recommendation submitted by the Commissioner. The recommendation of the Commissioner, however, is not binding on the final decision of Council to approve the Amendment.

AMENDMENT No. 21-02

The Corner Brook Development Regulations shall be amended by making the following zoning map changes as seen on the next page. This amendment is a map amendment only.



LEGEND		ZONING BOUNDARY	
Zone Title	Zone Symbol		
Residential Special Density	RSD	Downtown Commercial	DTC
Residential Low Density	RLD	Downtown Smithville	DTS
Residential Medium Density	RMD	General Commercial	GC
Residential High Density	RHD	Residential/Commercial Mix	RCM
Mobile/Mini Home Residential	MHR	Highway and Tourist Commercial	HTC
Mosaic Residential	MR	Shopping Centre	SC
Comprehensive Residential	CRDA	Large Scale Commercial	LSC
Development Area		Waterfront Mixed Use	WMU
Townsite Residential	TR	General Industrial	GI
Townsite Commercial	TC	Light Industrial	LI
Downtown Residential	DTR	Hazardous Industrial	HI
		Community Service	CS
		Innovation District	ID
		Open Space	OS
		Cemetery	C
		Environmental Protection	EP
		Environmental Conservation	EC
		Protected Water Supply Area	PWSA
		Rural	R
		Solid Waste/Scrap Yard	SW/SY
		Mineral Working	MW
		Special Management Area	SMA

CITY OF CORNER BROOK

PROJECT TITLE:
FOR DEVELOPMENT REGULATIONS
2012

DRAWING TITLE:

LAND USE ZONING MAP C1
(EXISTING)



City of Corner Brook
Community Services Department
Planning Division

DATE: FEBRUARY 2022

SCALE: 1:5000

DESCRIPTION

THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK
SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER
ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE
USED FOR LEGAL DESCRIPTIONS.

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I hereby certify that this City of Corner Brook
Development Regulations 2012, Map _____
has been prepared in accordance with the
requirements of the Urban and Rural Planning
Act.

M.C.I.P

DATE _____

(M.C.I.P SEAL)

SEAL AND SIGNATURE

Certified that this City of Corner Brook
Development Regulations 2012, Map _____ is a
correct copy of the Development Regulations
2012, Map _____ approved by the Council of the
City of Corner Brook on the _____ day of
_____, _____.
(month) (year)

MAYOR

(COUNCIL SEAL)

CLERK

DATE _____

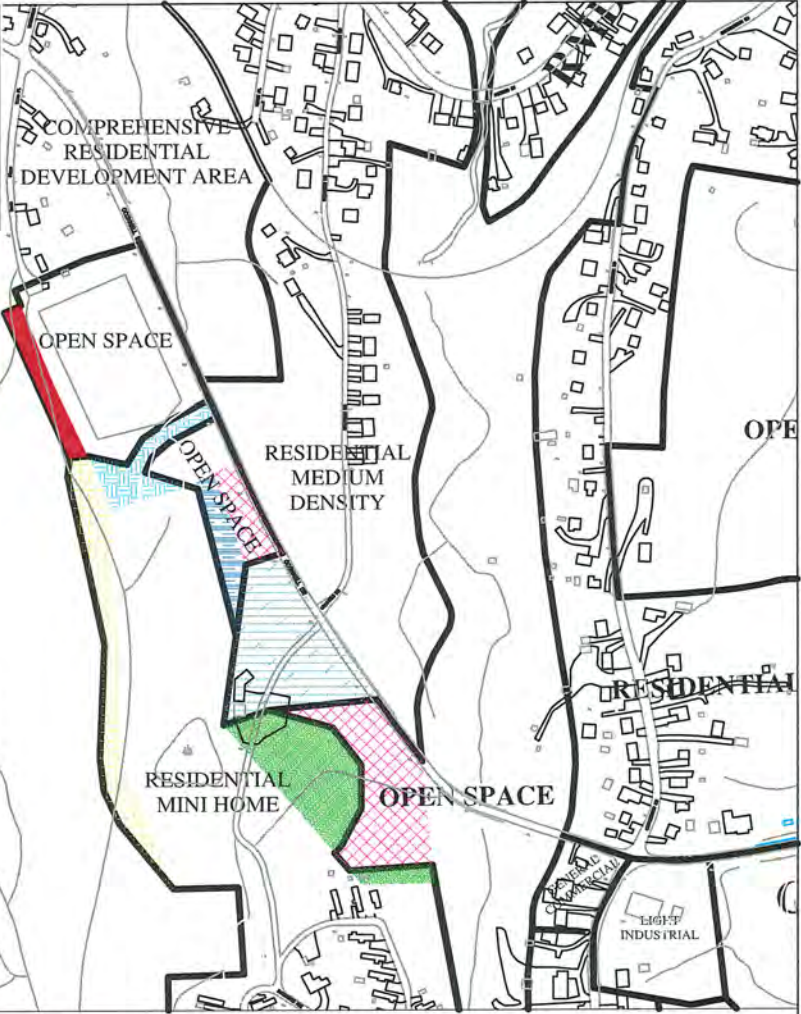
Development Regulations Amendment

REGISTERED

Number _____

Date _____

Signature _____



LEGEND

ZONING BOUNDARY

FROM: RURAL
TO: OPEN SPACE

FROM: RURAL
TO: MINI HOME RESIDENTIAL

FROM: MINI HOME RESIDENTIAL
TO: OPEN SPACE

FROM: OPEN SPACE
TO: MINI HOME RESIDENTIAL

FROM: COMPREHENSIVE
RESIDENTIAL DEVELOPMENT AREA
TO: OPEN SPACE


FROM: COMPREHENSIVE
RESIDENTIAL DEVELOPMENT AREA
TO: RESIDENTIAL MEDIUM DENSITY

FROM: COMPREHENSIVE
RESIDENTIAL DEVELOPMENT AREA
TO: MINI HOME RESIDENTIAL

CITY OF CORNER BROOK

PROJECT TITLE:
FOR DEVELOPMENT REGULATIONS
2012

DRAWING TITLE:
LAND USE ZONING MAP C1
AMENDMENT No. 21-02



City of Corner Brook
Community Services Department
Planning Division

DATE: MARCH 2022

SCALE: 1:5000

DESCRIPTION

TO PERMIT A NEW 50 MINI HOME DEVELOPMENT
AND NEW PARKING AREA FOR SOCCER PITCH.

THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK
SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER
ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE
USED FOR LEGAL DESCRIPTIONS.

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I hereby certify that this City of Corner Brook
Development Regulations 2012, Map C1
has been prepared in accordance with the
requirements of the Urban and Rural Planning
Act.

M.C.I.P.

DATE March 11, 2022


SEAL AND SIGNATURE

Certified that this City of Corner Brook
Development Regulations 2012, Map C1 is a
correct copy of the Development Regulations
2012, Map C1 approved by the Council of the
City of Corner Brook on the ____ day of
(month) (year)

MAYOR _____

CLERK _____

DATE _____



(M.C.I.P. SEAL)

(COUNCIL SEAL)

Approval of Proposed Amendments MP/DR 21-02– Proposed IMSP/DR Rezoning –... Page 58 of 176

COMMISSIONER'S REPORT

City of Corner Brook Municipal Plan and Development Regulations Amendment No. 21-02

Report on the Public Hearing

Submitted by: Mark Mills
Commissioner

June 8, 2022

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- Appendix B: Written Submissions
- Appendix C: Map – Amendment 21-02

INTRODUCTION

General Intent of the Amendments

In general terms, the purpose of the City of Corner Brook amendment number 21-02 is to amend a series of interrelated land-use designations to permit a new 50-unit mini-home subdivision to be constructed in the area of O’Connell Drive and Hilliard’s Road. The proposal requires map amendments to both the Integrated Municipal Sustainability Plan (IMSP) and the Development Regulations only and does not otherwise introduce any substantive changes to the IMSP or Development Regulations.

Proposed Amendments

City of Corner Brook Integrated Municipal Sustainability Plan Amendment 21-02

1. Re-designate a parcel of land to the west of the Dawe pitch from “Rural” to “Open Space”.
2. Re-designate a parcel of land to the immediate south of Dawe pitch from “Rural” to “Residential” in order to expand the residential zone;
3. Re-designate the access to the residential zone from “Open Space” to “Residential”;
4. Re-designate certain lands between the Residential Zone and O’Connell Drive from “Comprehensive Residential Development Area” to “Open Space”;
5. Re-designate certain lands between the Residential Zone and O’Connell Drive “Residential” to “Open Space”;
6. Re-designate certain lands along O’Connell Drive from “Comprehensive Residential Development Area” to “Residential”;

City of Corner Brook Development Regulations Amendment 21-01

1. Re-designate a parcel of land to the west of the Dawe pitch from “Rural” to “Open Space”;
2. Re-designate a parcel of land to the immediate south of Dawe pitch from “Rural” to “Mini Home Residential” in order to expand the residential zone;
3. Re-designate the access to the residential zone from “Open Space” to “Mini Home Residential”;
4. Re-designate certain lands between the Residential Zone and O’Connell Drive from “Mini Home Residential” to “Open Space”;
5. Re-designate certain lands between the Residential Zone and O’Connell Drive “Comprehensive Residential Development Area” to “Open Space”
6. Re-designate certain lands along O’Connell Drive from “Comprehensive Residential Development Area” to “Mini Home Residential”;

7. Re-designate certain lands along O’Connell Drive from “Comprehensive Residential Development Area” to “Residential Medium Density”;

APPOINTMENT OF THE COMMISSIONER

As required by Section 19 of the *Urban and Rural Planning Act*, 2000 (hereinafter the “Act”), I, Mark Mills, was appointed by the City of Corner Brook as Commissioner to hold a public hearing regarding the adoption of amendment number 21-02 in accordance with the Act on April 11, 2022. The e-mail confirming my appointment is attached at Appendix A.

THE PUBLIC HEARING

The hearing took place at Corner Brook City Hall on May 25th. Eight people were in attendance, including myself, one member of city council, and 6 members of the public.

The hearing began at 1904 hours. I made some introductory remarks regarding the purpose of the hearing and stressed that this was not a repeat of the public consultation, nor an opportunity for members of the audience to engage in debate on the amendment. The meeting was audio recorded. The city did not present at the public hearing.

OBJECTIONS AND REPRESENTATIONS

Four written submissions were received prior to the commencement of the hearing. Copies of those written objection are attached to this report at Appendix B. Of the four written submissions received, two parties made supplemental verbal submissions at the hearing. No other party made verbal submissions.

All parties making verbal submissions were sworn or affirmed prior to giving their submissions, as required under section 21(2) of the *Urban and Rural Planning Act*.

During verbal submissions, which are summarized below, it was expressed that some people in attendance felt the format of the public hearing prevented them from fully expressing their submissions and I therefore informed them that I would receive additional written submissions by e-mail up to May 30th. I received an additional two submissions in writing following the hearing.

Summary of Submissions

1. James Harold Clarke

Mr. Clarke provided a written submission in advance of the hearing, made supplemental verbal representations at the hearing, and provided additional written submissions in the days after the hearing. Both written submissions are annexed in Appendix B. Mr. Clarke was clear both in his written and verbal submissions that he did not oppose the amendment in principle, and rather, he wished to raise numerous questions on several broad issues such as taxation, prioritization of development between urban and rural areas, and fairness to rural landowners.

2. Jade Kearley and Paula Sheppard-Thibeau - Community Coalition for Housing and Homelessness

The Community Coalition for Housing and Homelessness (the “Coalition”) presented concerns and recommendations aimed at ensuring the new development was a viable affordable-housing option that addressed issues such as segregation and availability of support services. The Coalition did not object to the amendments or the development in principle, and rather voiced concerns regarding implementation of the development. Those concerns ranged from the way title would transfer (or not transfer) to residents, pricing, uniform vs. mixed dwelling type, and availability of public transit and other amenities nearby.

The Coalition’s submission is that the mini homes should be truly affordable, that the land should be conveyed to the owners of the homes in order to permit obtain traditional financing. The Coalition felt the structures should be mixed formats to reduce the segregation and stigma that can occur if an area is seen as uniform “low-income” housing . Furthermore, the Coalition expressed concern with the numerous plots of vacant land and other undeveloped/partially developed subdivisions in the city which appear not to be of interest to buyers due to prohibitively expensive cost of land. All concerns raised are worthy of council’s consideration at the implementation stage of the development but do not raise a suggestion that the amendment should not be approved.

3. Jill Power

Ms. Power submitted an e-mail regarding family land adjacent to the subject properties that has been landlocked and inaccessible from O’Connell Drive and only accessible from the top of Dawe Place. They expressed hope that as part of the amendment process that the city would create or allow a new access to this parcel of land for the purposes of a future use or development.

4. Monica Graham

Ms. Graham submitted an e-mail pertaining to the same land as Ms. Power above and expressed a similar hope that the amendment would facilitate access to her family land from O'Connell drive.

5. Brooklyn Earle and Benjamin King

Ms. Earle and Mr. King did not oppose the development or amendments but expressed hope that the city would lower the speed limit in and around the area of the development on O'Connell Drive considering the increased residential use.

ANALYSIS

This amendment involves several interrelated changes to land-use designations in an area currently primarily designated as residential, all of which are aimed at permitting a residential development project to be implemented, along with additional open space and public parking. The amendment is classified by the city as being a "minor" amendment, and I would agree given the nature of the changes in land-use, and the small size of the areas being re-designated. The amendment is somewhat unique in that it is for the sole purpose of enabling a single project to proceed - that being a 50 unit mini-home subdivision. Regardless of the scope of any given amendment, the question for the Commissioner to consider is the same: is the amendment consistent with the Urban and Rural Planning Act, the Municipal Plan, and Development Regulations, etc.. It is not the role of the Commissioner to opine on the merits of a specific development application. Where the amendment and the development application are inextricably linked, as they are in the present case, there is a blurring of the lines between the merits of the amendment and the merits of the development application itself. I have made best efforts to confine my analysis to the former and not the latter.

I have reviewed all submissions and have noted the concerns expressed. It must be noted that none of the submissions object to the amendment. Generally, all submissions were clear that they did not oppose the amendment. Concerns over neighbouring lands, or how the proposed development should be implemented are outside the scope of my analysis. They are summarized in this report, but do not form part of my analysis as to whether council should adopt the amendment.

Submission #1 is broad and raises numerous matters which fall outside the scope of this report. The submission deals primarily with perceived unfair treatment of neighboring landowners and excessive taxation. I do not purport to comment on whether the city is providing adequate services to neighbouring landowners or whether the scheme of municipal taxation is fair to them. It is my role to analyze the proposed amendment and determine whether any of the submissions raise issues that might contravene the policy goals of the IMSP or Regulations or otherwise make the amendment unsuitable. One issue raised in the submission concerned the impact the new development would have on water and sewer. Section 3.3.3.05 of the Regulations provides that council may require a Land Use Assessment Report where site conditions are uncertain with respect to water issues. If city planning has not yet considered this issue, council may wish to direct such action be taken. I have no data to confirm whether the concerns raised by Mr. Clarke are warranted, nor any data to determine what investigation, if any, has been done by the city.

Submission #2 is concerned with the implementation of the subdivision and the impact it would have on the availability of affordable housing. These submissions raised worthwhile considerations that the city should be mindful of at the implementational stage of this development.

Submissions #3 and #4 concern parcels of land which are nearby, but not directly adjacent to the lands subject to the amendment and they are therefore beyond the scope of this report.

Submission #5 does not object to the development and merely requests the speed limit be lowered as the population of the area increases. This is a worthwhile consideration for council as the population of this area presumably grows but does not form part of my analysis.

RECOMMENDATION

Given the lack of any objection in principle to the objection, and the conformity of the amendment to the policy goals of the IMSP and Development Regulations, I find that nothing revealed at the public hearing should preclude approval of Amendment 21-02, and I therefore recommend the amendment be approved as adopted by Council.

With respect to the submissions and recommendations with respect to the development of the subdivision, while those matters are outside the scope of this report, I trust that council will take those concerns under advisement as the project moves forward.

Respectfully submitted,

A large black rectangular redaction box covering the signature area.

Mark Mills
June 8, 2022

Appendix "A"

Mark Mills

From: James, Randa <rjames@cornerbrook.com>
Sent: April 11, 2022 1:26 PM
To: Mark Mills
Subject: City of Corner Brook Public Hearing Commissioner

Good Morning Mark,

This email is following up on the City's request for interested and qualified individuals to act as potential commissioners for public hearings. Below is some relevant information related to the position:

The role of a commissioner is to make recommendations to City Council regarding amendments to the Corner Brook Municipal Plan. To meet the requirements of sections 18-22 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook is required to appoint a Commissioner and, if necessary an assistant, to hold public hearings to receive public representations regarding proposed Municipal Plan and Development Regulations amendments. At this time, in order to adopt a recently proposed amendment proposed by GDR Enterprise Ltd., City Council requires a Commissioner to reside over a public hearing which will be scheduled for a date between May 5th, 2022, and May 26th, 2022, at 7:00 pm in the Corner Brook City Hall.

A commissioner is paid for his/her time based on a standard hourly rate. The commissioner should include in their quotation a cost for review of the amendment information only, should the public hearing be cancelled. A hearing may be cancelled two (2) days before the hearing should there be no concerns brought forward at the time. Upon cancellation of a scheduled hearing, the commissioner has no further obligations to that amendment process.

A person serving as a commissioner should be:

- Independent from the City of Corner Brook.
- Familiar with the Planning Act, the Corner Brook Municipal Plan, the Corner Brook Development Regulations, and land development in general.
- Capable of chairing a public hearing, gathering the required information, asking suitable questions, taking accurate notes, and maintaining order and decorum.
- Skilled in thinking through the issues, applying the policies of the Municipal Plan, writing a report summarizing the public hearing, and making appropriate recommendations to Council.
- Committed to confidentiality until the report has been submitted to the Council and released publicly.

Service Requested and Deliverables

1. Upon successful award, the incumbent is required to commit in writing (email acceptable), to attending the public hearing during the stipulated timing and acting as an independent third party facilitator to hear and document all relevant public representations that may support or oppose the amendments.
2. Within 10 business days of the public hearing, the commissioner is required to supply a report to Council detailing their recommendation respecting objections / representations received at the public hearing. The commissioner's report must also include statement(s) detailing the objections and representations that came to the attention of the commissioner but were not considered together with the reasons explaining why they were not considered by the commissioner. The commissioner will supply to Council, two copies of evidence received at the public hearing.

City Obligations - City staff will provide all background information to the commissioner including:

- Municipal Plan & Development Regulations mapping – Existing and Proposed
- Copies of the applicable affected Municipal Plan policy
- Copies of the applicable affected Development Regulations
- A map showing the subject property and neighborhood circulation area.
- Copy of the Corner Brook 2012 Municipal Plan (IMSP-Integrated Municipal Sustainability Plan) currently in use – A revised IMSP is currently in draft form and should be approved the Fall of 2022.

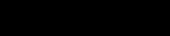
- Copy of the Corner Brook 2012 Development Regulations currently in use – A revised DR is currently in draft form and should be approved the Fall of 2022.

City staff will provide the facility and necessary equipment to undertake the public hearing. The City will complete all advertising and supply all received written representations to the commissioner within a minimum of two (2) days prior to the hearing. If written representations are not received from the public within two (2) prior to the scheduled public hearing date, the public hearing will be cancelled and the commissioners' duties are completed. The current automobile reimbursement rate is 42.39 cents per kilometre and we can provide you our meal rates as well.

Your rate of \$200.00 per hour is an acceptable cost and aligns with what has been previously charged. If a hearing is cancelled and you are not required to attend, what would your quote be?

We are interested in you becoming a Public Hearing Commissioner for the City of Corner Brook, please feel free to contact me should you have any questions by email rjames@cornerbrook.com. For further information, please contact Randa James at 637-1553 or Christina Pye at 637-1578 at the Planning Department. Christina will be in contact with you soon about the specific MP/DR Amendment Application we are bringing forward next month once we determine the appropriate dates for a Public Hearing. We very much appreciate your willingness to provide this service for us.

Thank you,

 MCIP, CSLA
Supervisor of Planning Services,
City of Corner Brook

rjames@cornerbrook.com
709-637-1553

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

Appendix "B"

Attached to this Letter ,you will find ,addendum as to the questions that I will be asking at the meeting of the re zoning of rural property in the George Daddy Dawe pitch area to accomodate the building of the mini homes of Valleyview estates complex.

The reasoning of such questions ,is for me to asses what I have to do to establish a good reason for me and others to keep paying [REDACTED] rate of taxes on land the City [REDACTED] for development in such rural areas ,of which they have no good reason other than [REDACTED] to developers,such as this : Rezoning of land they seem to own and leasing same to a out of province firm.

The 2022 municiple plan, if and when adopted ,leads to City core development only.

This rezoning seems to be self serving.

The rezoning will also affect a piece of my property.

J H Clarke



may 11 2022

As for the land in question being rezoned ,i have no objections.

But ,I have some questions.

#1.Was this land purchased to accomodate the leasing of this land to valleyview estates,before or after the plan was accepted by the city of Corner brook.

the plan is dated Feb 4 2020.

some of the ground work has already started,there fore is must be a done deal.

#2 i am concerned about the water works ,especially the sewer outfall system and which direction it is going to take ,to accomodate such a large discharge of effluent from 50 houshold units.

#3 I am also interested in knowing the tax regime that will be used on those 50 units and will it be in sync as to the tax base of seperate units of rural land in this area ?.(this is to see if the taxpayers of rural land is being treated properly as to the tax revenue collected in this area or anv other area in this citv.

#4 It was suggested that the sewer system was destined to go to Hilliards road route ,I was advised in a previous meeting with the planning dept a short while ago,and I suggested that that it would not work because of a number of factors.

#5 the [REDACTED] in rural areas by buying and expropriating land of owners that cannot develop it themselves ,due to costs associated with city regulations ,case in point ,such as this mini home deal and dykes road acquisitions.

#6 with city regulations and the new 2021 municiple plan ,I suggest that the bulk of development in future is to be in the city core,and this will prevent any city services to expand in any form to rural land being excessivly taxed.

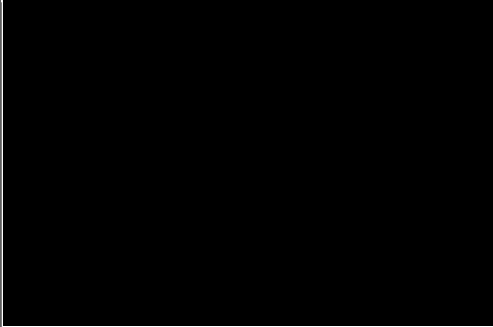
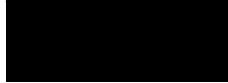
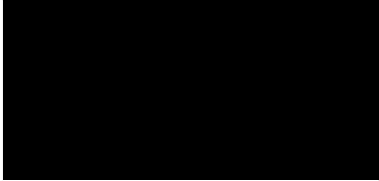
#7 why is such a heavy burden put on land owners of rural unserviced land , other than developers.

#8 there should be some sort of tax reduction on this type of land and some of the restrictions should be lifted ,so the owners can turn some of this property into saleable property into tax for the city.

#9 above #8 can be accomplished by some earlier promises of line looping of some of the land in these areas.

#10 to sum all of this up,it looks like the city of corner brook [REDACTED] [REDACTED] for a lot of taxpayers in this civt.(especially in the curling area ,humber area and country road)it also looks like a [REDACTED] in the last years has gone to upgrade much of the townsite,confederation drive circle ,margaret bowater park and west valley road.(some of this money is from the taxes on rural land owners outside the city core, as defined.

James H Clarke



25/05/2022

This memo is to be added to my presentation i made at city hall on may 05 2022, in the presence of lawyer mark Mills,who presided to take my statement as to the zoning of the land around Dawe Pitch in Curling,to accomodate the Valleyview mini Homes project.

In the zoning plan ,the buffer zone on the north side of Dawe Pitch was extended or left in place which prevents me from accessing my property from Dawe Place .(it looks like a standalone decision to prevent intrusion to the planned parking lot)

To speak about the sewer outfall and it coarse to Hilliards road as the earlier planning meeting suggested,I feel it will be [REDACTED] to carry such a volume of effluent,that a 50 unit Mini [REDACTED] then what?.

The only thing i can think of here now is just this,I would like to know if the leasing of such a tract of land is financially feasible, tax wise .because [REDACTED]

I also think [REDACTED]

Reference:land use designation/zoning ammendment,DR19-03 andMP1903, shows only part of this property has been changed from CRDA to RMD, this document only shows the area changed and the area of the property line .(how will the sewer system be installed there ?)

Thank you

J H Clarke [REDACTED]



May 19, 2022

Attention Marina Redmond,

On behalf of the Community Coalition on Housing and Homelessness, we would like to present at the upcoming public hearing for the IMSP and DR amendments for Valley View Estates.

While we applaud the additional development within the city, there are some concerns that arise as it pertains to the current proposal. These concerns are related to three main areas:

- 1) Affordability
- 2) Segregation/lack of mixed income development
- 3) Need for additional support services in the area

We appreciate the opportunity to expand on these issues with our presentation. We look forward to hearing from you.

Jade Kearley
CCHH Co-chair

Paula Sheppard Thibeau
CCHH Co-chair

CITY OF CORNER BROOK	
DATE	<u>May 19/2022</u>
REGISTER TO	<u>Marina Redmond</u>
ACKNOWLEDGED BY	<u>A. Manning</u>
STAFF RESPONSIBLE	<u>Dean Rumbolt</u>
C.C.	<u>Dean Rumbolt</u>

Mark Mills

From: James, Randa <rjames@cornerbrook.com>
Sent: May 24, 2022 4:55 PM
To: Mark Mills
Cc: Pye, Christina
Subject: FW: Form Submission - New Form - Dawe place zoning amendments

Hi Mark,

I just noticed I couldn't open one of the documents that Christina sent so I am sending the info below, which is the original email, to you in case you had the same problem. It was originally sent to the Plan Review Consultants who forwarded it to me. There is another email from this person's cousin about the same issue as well as mapping of their property sent previously. I will be there tomorrow night. Let me know if you need any equipment so I can arrange that as well. Questions?

Thanks,

Randa James, MCIP, CSLA
 Supervisor of Planning Services,
 City of Corner Brook

rjames@cornerbrook.com
 709-637-1553

From: Jason Genée [mailto:jason@uplandstudio.ca]
Sent: May 24, 2022 8:35 AM
To: James, Randa <rjames@cornerbrook.com>
Subject: Fwd: Form Submission - New Form - Dawe place zoning amendments

The email we received through the Project Website.

Jason Genée, Planner (he/him)
 UPLAND | Planning + Design Studio
 Office: 1 902 423 0649
www.uplandstudio.ca

Begin forwarded message:

From: Squarespace <form-submission@squarespace.info>
Subject: Form Submission - New Form - Dawe place zoning amendments
Date: May 23, 2022 at 9:47:15 AM ADT
To: hello@cornerbrookplan.ca
Resent-From: hello@cornerbrookplan.ca
Reply-To: [REDACTED]

Sent via form submission from Corner Brook: Planning Together

Name: Monica Graham

Email: [REDACTED]

Subject: Dawe place zoning amendments

Message: Monica Graham, [REDACTED]

May 23, 2022

Regarding: public consultation about changes at Dawe Place, Valley View Estates mini-home project, adjacent O'Connell Drive, and Hilliard's Road.

To whom it may concern –

[REDACTED] Mary Ann Graham, who owns about 5 acres of land on the hill above Dawe Place and O'Connell Drive (once known as Pelly's Lane and the Ball Diversion, respectively). The land was part of a parcel once owned and farmed by Mom's late father, William J Stone, who bequeathed it to Mom and her three siblings.

Because of traffic issues (as I understand it) access to the property from O'Connell Drive was forbidden by the city, thus making the property landlocked. The owners have continued to pay taxes on the land down through the years in anticipation that someone in the extended family would eventually be able to use it.

Given that the city wants to amend the configuration and development status of Dawe Place and its surrounds, I would ask that planners give serious consideration to creating/allowing access to this parcel of land. I cannot tell from the newspaper advertisement whether that may be the case, and I am [REDACTED] Corner Brook to examine the documents.

I realize that today is the deadline for submitting 2 copies of anything to the planning group for the May 25 hearing. Please be assured that it would have been sooner if I had received earlier notice.

After many years of paying taxes on lands for which there is no legal access, I do hope this matter can be rectified by inclusion in the planning process.

Sincerely, Monica Graham

PS [REDACTED] in Corner Brook

Does this submission look like spam? [Report it here.](#)

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Pye, Christina

From: James, Randa
Sent: May 24, 2022 1:10 PM
To: Redmond, Marina; Rumbolt, Deon
Cc: Pye, Christina
Subject: FW: Public Hearing Comments

Hello All,

This submission is associated with the submission from Monica Graham about access to their family land.

*Randa James, MCIP, CSLA
 Supervisor of Planning Services,
 City of Corner Brook*

*rjames@cornerbrook.com
 709-637-1553*

From: [REDACTED]
Sent: May 24, 2022 1:02 PM
To: James, Randa <rjames@cornerbrook.com>
Subject:

Good Day,

This is in reference to the future development around Dawe Place in Curling. I believe you have been in contact with my cousin, Monica Graham regarding a family plot of land we own to the right of DawePlace. It is presently not accessible by road from O'Connell Dr., and the nearest point of access is from the top of Dave Place. We are asking that the city allow access to this property from the top of Dave Place so future development of this property may be possible.

Thank you.,
 Jill Power

Sent from Samsung tablet

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named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication is strictly prohibited. Views or opinions expressed in this e-mail message are those of the author only.



May 27, 2022

Ms. Randa James
5 Park Street
Corner Brook, NL A2H 6E1

Dear Ms. Randa:

This letter relating to the public hearing to consider MP 21-02 and DR 21-02 held May 25, 2022 is not a form of objection rather a request for consideration. After attending the meeting and listening to the points presented regarding the enlargement of the mobile/mini home development (Valley View Estates) we also question the logistics of the project but are in favor of the development to the area. We presume it is safe to conclude that the Valley View Estates development will lead to further residential development in the surrounding area of lower O'Connell drive extension. The reason for this letter is to express concern about the speed limit in the area being 50 km/h in a potential residential area that would be subject to a higher amount of traffic. With young families moving into the new development a lower speed limit would encourage drivers to be alert to children in the area and near the soccer pitch. As owners of property along O'Connell drive in the area of the development we would be cautious about developing our land and building a home on a road with a speed limit higher than a residential street, we also believe other people looking into building and residing in the area would agree. We hope that our request is considered.

Kindest Regards,

Brooklyn Earle
Benjamin King

Appendix "C"

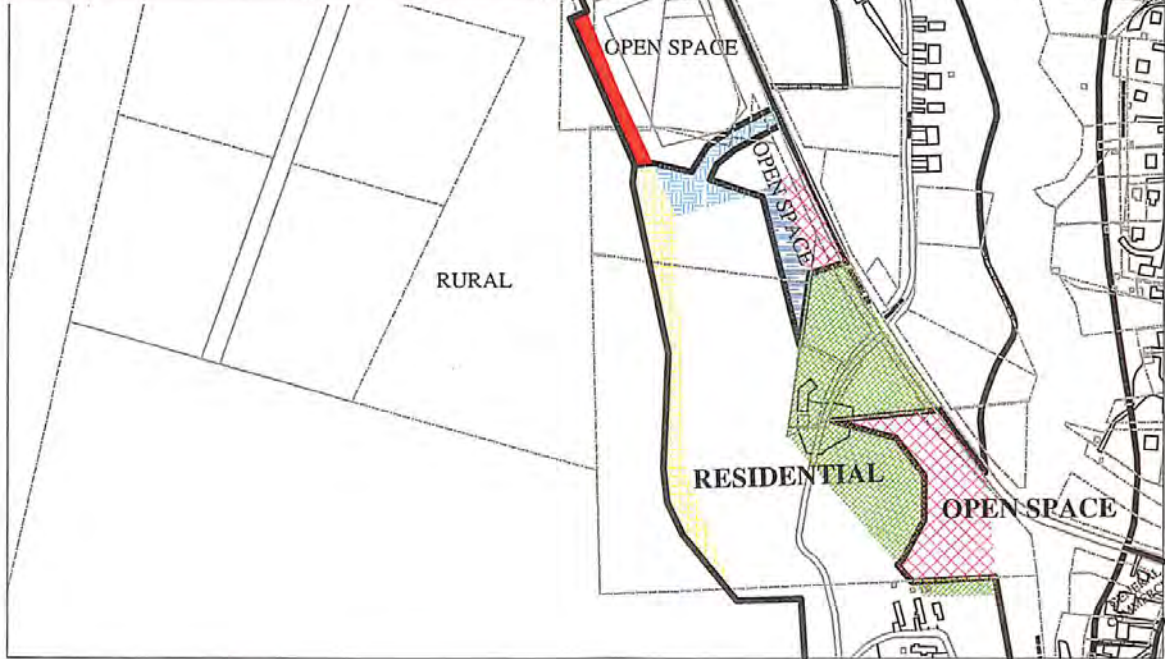
8

Municipal Plan/Amendment
REGISTERED

Number _____

Date _____

Signature _____

**LEGEND**

DESIGNATION BOUNDARY

FROM: RURAL
TO: OPEN SPACEFROM: RURAL
TO: RESIDENTIALFROM: OPEN SPACE
TO: RESIDENTIALFROM: COMPREHENSIVE
RESIDENTIAL DEVELOPMENT AREA
TO: OPEN SPACEFROM: RESIDENTIAL
TO: OPEN SPACEFROM: COMPREHENSIVE
RESIDENTIAL DEVELOPMENT AREA
TO: RESIDENTIAL**CITY OF CORNER BROOK**

PROJECT TITLE:

**INTEGRATED MUNICIPAL
SUSTAINABILITY PLAN 2012**

DRAWING TITLE:

GENERALIZED FUTURE LAND USE**CANADIAN INSTITUTE OF PLANNERS CERTIFICATION**

I hereby certify that this City of Corner Brook
Integrated Municipal Sustainability Plan 2012,
Map A has been prepared in accordance
with the requirements of the Urban and Rural
Planning Act.

M.C.I.P.

DATE



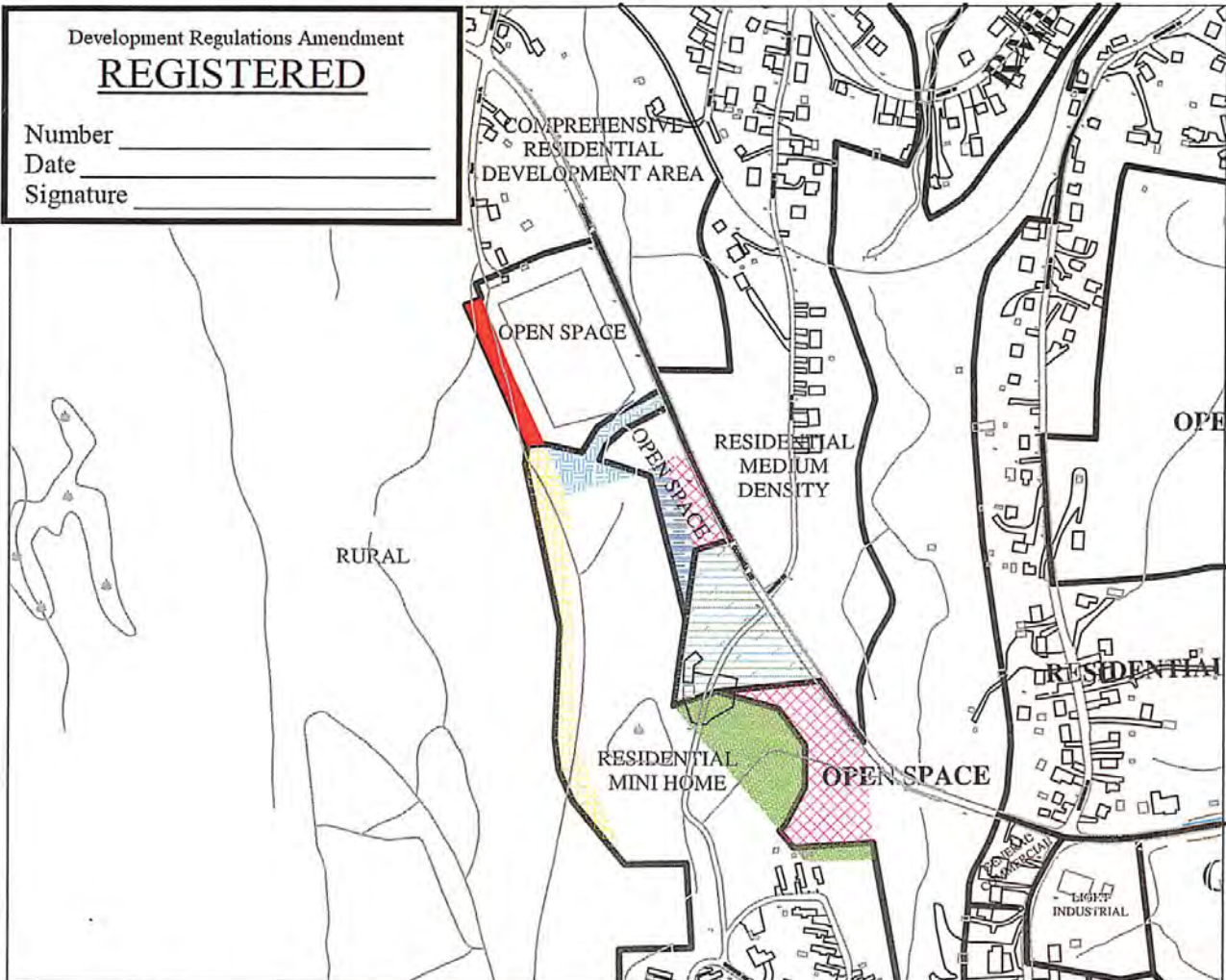
Development Regulations Amendment

REGISTERED

Number _____

Date _____

Signature _____

**LEGEND** **ZONING BOUNDARY** FROM: RURAL
TO: OPEN SPACEFROM: RURAL
TO: MINI HOME RESIDENTIALFROM: MINI HOME RESIDENTIAL
TO: OPEN SPACEFROM: OPEN SPACE
TO: MINI HOME RESIDENTIALFROM: COMPREHENSIVE
RESIDENTIAL DEVELOPMENT AREA
TO: OPEN SPACEFROM: COMPREHENSIVE
RESIDENTIAL DEVELOPMENT AREA
TO: RESIDENTIAL MEDIUM DENSITYFROM: COMPREHENSIVE
RESIDENTIAL DEVELOPMENT AREA
TO: MINI HOME RESIDENTIAL**CITY OF CORNER BROOK**

PROJECT TITLE:

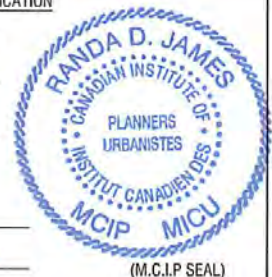
**FOR DEVELOPMENT REGULATIONS
2012**

DRAWING TITLE:

LAND USE ZONING MAP C1**CANADIAN INSTITUTE OF PLANNERS CERTIFICATION**

I hereby certify that this City of Corner Brook
Development Regulations 2012, Map C1
has been prepared in accordance with the
requirements of the Urban and Rural Planning
Act.

M.C.I.P.

DATE March 11, 2022



Request for Decision (RFD)

Subject: Crown Land Application - Humber Valley/Wild Cove Areas

To: Deon Rumbolt
Meeting: Regular Meeting - 20 Jun 2022
Department: Development and Planning
Staff Contact: James King,
Topic Overview:
Attachments: [Application - Trail Network](#)
[Figure 1 - Map of Trail Network](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to utilize land in the Humber Valley & Wild Cove areas for a biking/hiking trail. The main portion of this trail network already exists, however, the current application expands the current trail network. The Crown Land is located in Environmental Conservation, Rural and Special Management Area Zones. A trail, as a motorized recreation classification of use, is a "Discretionary Use" of the City of Corner Brook Development Regulations for these zones. The application was advertised in a recent edition of the local newspaper and also on the City's website. As a result of the notice, one submission of support was received.

PROPOSED RESOLUTION:

It is RESOLVED, to approve the application to utilize Crown Land located in the Humber Valley & Wild Cove areas for the purpose of expanding the current biking/hiking trails subject to a map of the final route for emergency response purposes being submitted to the City of Corner Brook once the trails have been completed.

GOVERNANCE IMPLICATIONS:

Policy
 Other
 City of Corner Brook Crown Land Acquisition Policy
 Section 6

RECOMMENDATION:

Staff recommends that Council approve the application to utilize Crown Land located in the Humber Valley & Wild Cove areas for the purpose of expanding the current biking/hiking trails.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to utilize Crown Land located in the Humber Valley & Wild Cove areas for the purpose of expanding the current biking/hiking trails.
2. That Council not approve the application to utilize Crown Land located in the Humber Valley & Wild Cove areas for the purpose of expanding the current biking/hiking trails.
3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 10 Jun 2022
Director of Community, Engineering, Development & Planning	Approved - 10 Jun 2022
Office Assistant 111	Approved - 16 Jun 2022

City Manager

From: ONLINE PERMIT SUBMISSION <noreply@cornerbrook.com>
Sent: May 12, 2022 7:41 AM
To: Barker, Shelley
Subject: Online Permit Submission

Follow Up Flag: Follow up
Flag Status: Flagged

Date

05/12/2022

Owner Name**Phone Number****Email****Owner / Applicant Address**

[Map It](#)

Property Address

Mountains on north side of lower Humber River
Corner Brook, Newfoundland and Labrador A2H2Y6
Canada

[Map It](#)

Builder Name**Builder Address**

[Map It](#)

Building Type (Please check appropriate box)

- ☐ BUSINESS/SERVICE

Construction Type (Please check appropriate box)

- ☐ OTHER

Development Type (Please check appropriate box)

- OTHER


Description of Work

Development of "Destination Trail" hiking/biking trail

Estimated Construction Value (MATERIALS & LABOUR)

\$ 400,000.00 CAD

DECLARATION

 I agree to terms in the declaration

DECLARATION:

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


NOTE:

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

Upload an attachment

- [IATNL-Humber-Valley-Trail-to-Wild-Cove-Valley.jpg](#)

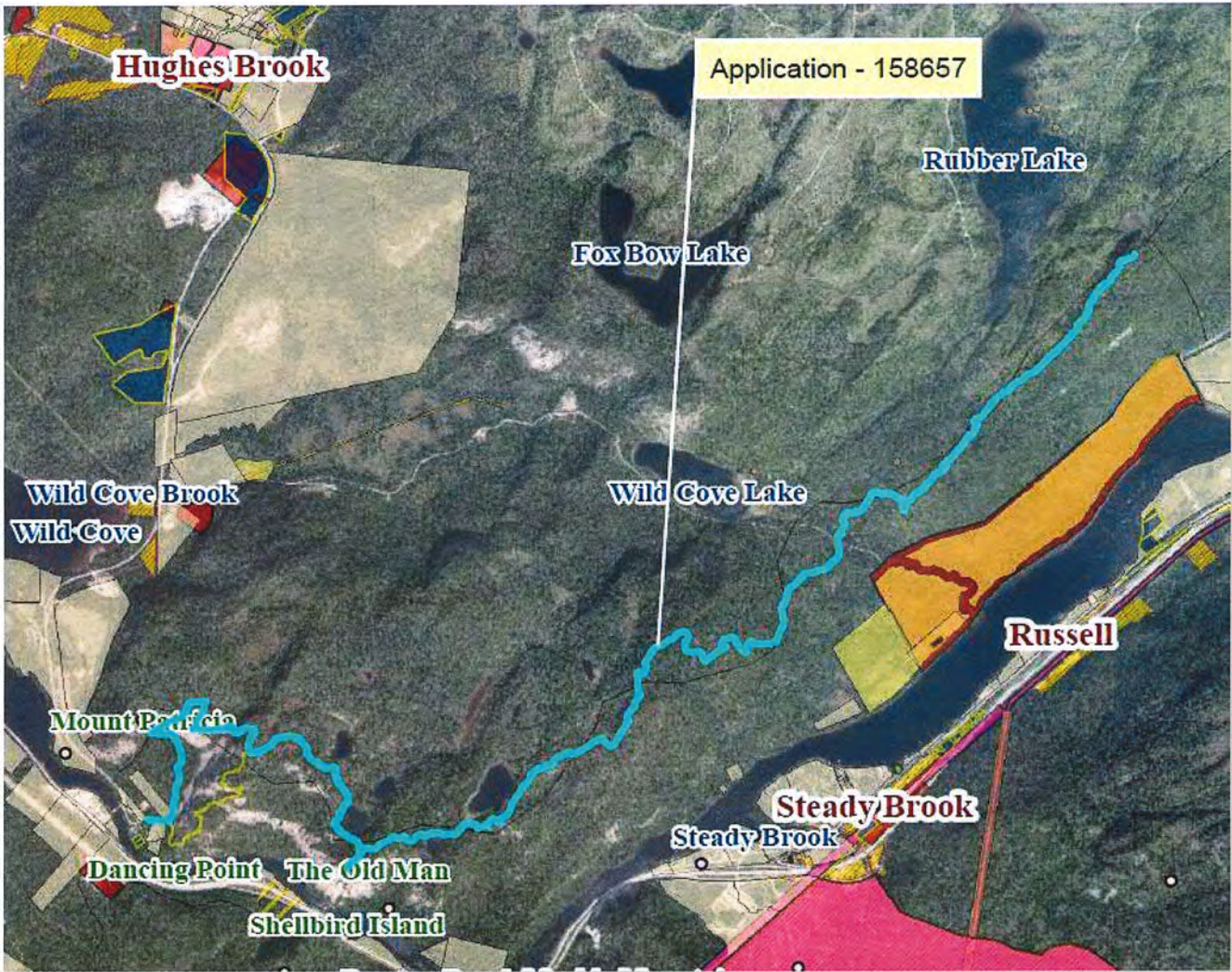
Consent

 I agree to the privacy policy stated below.

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

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

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City of Corner Brook
Community Services Department
Planning Division

5 Park St, Corner Brook, NL (PO Box 1080)
Corner Brook, NL, Canada, A2H 6E1
709-637-1666 city.hall@cornerbrook.com

PROJECT: Crown Land Application

TITLE: Trail Network

THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT
INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

NOTES:

LOCATION: Humber Valley/Wild Cove Area

PREPARED BY: J. King

DEPARTMENT: Development & Planning

DATE: 2022-06-09

PAGE: 1 OF 1

VERSION: 1



Request for Decision (RFD)

Subject: Confirmation of Order - 2022-03

To: Deon Rumbolt
Meeting: Regular Meeting - 20 Jun 2022
Department: Development and Planning
Staff Contact: James King,
Topic Overview:
Attachments: [stop work order - Near 26 Pratt Street June 17, 2022](#)

BACKGROUND INFORMATION:

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

Order #	Date of Issue	Civic Address/Location	Violation/Section	Order
2022-03	June 17, 2022	Land adjacent to 26 Pratt Street	Section 8 of the City of Corner Brook Development Regulations	Stop Work Order

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

PROPOSED RESOLUTION:

In accordance with Section 109(4) of the Urban and Rural Planning Act the following Order is hereby confirmed by Council, Order #2022-03.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 8

RECOMMENDATION:

City staff recommend that Council confirm this Stop Work Order.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook confirm Order #2022-03 pursuant to Section 109(4) of the Urban and Rural Planning Act.
2. That the Council of the City of Corner Brook not confirm Order #2022-03 pursuant to Section 109(4) of the Urban and Rural Planning Act.
3. That the Council of the City of Corner Brook give other direction to Staff.

	Approved - 17 Jun 2022
Director of Community, Engineering, Development & Planning	Approved - 17 Jun 2022
Legislative Assistant	Approved - 17 Jun 2022

City Manager

2022-03



STOP WORK ORDER

To:

Corner Brook, NL
A2H

WHEREAS the City of Corner Brook has concluded that you are carrying out development by excavating land and replacing a retaining wall on property adjacent to municipal number 26 Pratt Street (hereinafter called "the Property");

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

YOU ARE HEREBY ORDERED under Section 102 of the Urban and Rural Planning Act to stop all work immediately and obtain the required permit(s) for any work on the Property.

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

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

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

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

Dated at the City of Corner Brook, this 17th day of June, 2022 A.D.

City Manager
City of Corner Brook



Request for Decision (RFD)

Subject: Agreement for Supply and Installation of Blade Signs

To: Rodney Cumby
Meeting: Regular Meeting - 20 Jun 2022
Department: Community Services
Staff Contact: Manas Mukhopadhyay, Business Facilitator
Topic Overview: This agreement formalizes the appointment of Speedpro Signs and spells out their duties, rights and obligations.
Attachments: [Blade Sign Application-2022](#)
[Blade Sign Guidelines-2022](#)
[Final Agreement-Blade Sign](#)

BACKGROUND INFORMATION:

Blade Signs form an important part of the FACE program, recognizing the fact that they considerably improve a business's visibility and consequently attract more visitors. Through an RFP process, Speedpro Signs (the only submission received) has been selected to provide the design, supply and installation services to business applicants.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook execute the agreement with Speedpro Signs for the supply and installation of Blade Signs, for a period of three (3) years, commencing on the date of signature of the agreement.

FINANCIAL IMPACT:

Being a part of FACE program, budget is already approved. From previous years' experience, it is expected that financing requirement for Blade Signs shall be less than \$5,000 a year.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations

Legal Review: Yes

LEGAL REVIEW:

The Agreement has been vetted by the City Solicitor

RECOMMENDATION:

Staff recommend Option 1, that Council approve the attached agreement with Speedpro Signs and that the following motion be supported:

ALTERNATIVE IMPLICATIONS:

Options:

1. That the Council of the City of Corner Brook execute the agreement with Speedpro Signs for the supply and installation of Blade Signs, for a period of three (3) years, commencing on the date of signing of the agreement.
2. That the Council of the City of Corner Brook not execute the agreement with Speedpro Signs for the supply and installation of Blade Signs, for a period of three (3) years, commencing on the date of signing of the agreement.
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering, Approved - 14 Jun 2022

Development & Planning

Office Assistant 111

Approved - 14 Jun 2022

City Manager



2022

Façade

Appeal

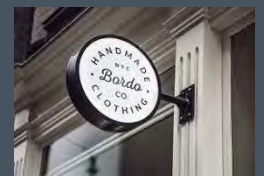
Comprehensive

Enhancement

Program

Application for

BLADE SIGNS



Note: Please refer to the [“CB Blade Sign Guidelines”](#).

Applicant Information

Name of Business:

Address of Business:

Business Owner:

Mailing Address of Applicant:

Telephone: _____

Fax: _____

Email: _____

Is Business Owner the Applicant? Yes No

If No, details of Applicant:

Is Business Owner is also the Property Owner? Yes No

If No, name and contact Information on Property owner:



Description of the Blade Sign Proposed

Display Name

Provide a picture of the store front and indicate the proposed location of the Blade Sign.



Letter of Application

I/We are the owner(s) of the business (business name)

Located at (street address)

I/We would like to apply for FACE program incentive for **BLADE SIGNS** for our business. We have read all provisions of the FACE 2022 (Blade Sign) Guidelines and understand that the City of Corner Brook has the exclusive rights to approve or reject any application.

I/We understand that the Blade Sign must be installed before December 31, 2022, and is subject to inspection by the City of Corner Brook.

I/We certify that all taxes and other amounts owing to the City of Corner Brook in respect of the above business and property (if owned) are fully paid and not in arrears. Further, there are no unresolved disputes or legal proceedings pending with the City of Corner Brook in relation to the above and any other business/property owned by me/us in Corner Brook.

Date

Signature of Owner(s)

Name of Corporation (if applicable)

PLEASE SUBMIT APPLICATIONS WITH ALL INFORMATION TO:

Business Division
City of Corner Brook
5 Park Street, PO Box: 1080
Corner Brook, NL A2H 6E1
Tel. 709-637-1551 Fax. 709-637-1627 Email. business@cornerbrook.com

Notes

CITY OF CORNER BROOK
FAÇADE APPEAL COMPREHENSIVE ENHANCEMENT (FACE) PROGRAM 2022
GUIDELINES FOR BLADE SIGNS

1. Blade Sign grant is available exclusively for the businesses in the Downtown area of Corner Brook
2. The City will pay 100% of costs (including HST) of purchase and installation of Blade Signs up to a maximum fixed limit (see point #5 below).
3. To be eligible for reimbursement, the Blade Signs must be procured only from the City-approved vendor. The business applicant need not make any payment to the vendor (subject to point #6 below) as the City will settle the accounts directly with the vendor.
4. The approved vendor for design, manufacture and installation of Blade Signs:

SPEEDPRO SIGNS (Speedpro)

318 O'Connell Drive

Corner Brook, NL A2H 6V9

Phone: (709) 634-7446

Fax: (709) 634-7447

Email: cornerbrook@speedpro.com

5. The City will pay up to a maximum of \$546.25 (including HST) for a Blade Sign. The limit has been set after considerable research and discussions and is considered sufficient to cover all costs for design, manufacture and installation of a standard Blade Sign. The amount includes 30 design expenses for 30 minutes.
6. Charges that exceed the above maximum limits due to additional design requirement (over 30 minutes) or material/services at the specific request of the business applicant, the business applicant will pay the additional amount (including the HST component) directly to Speedpro. The City will not bear these costs.

Process of Application

7. The City has devised a simple application process. Please follow the following simple steps in sequence:
 - a. Submit the Blade Sign application in the prescribed form to the City.
 - b. The City will review the application.
 - c. If approved, you will be advised to contact Speedpro with the approval letter to design, manufacture and install of Blade Sign.
 - d. Speedpro will not charge you if the costs are within the defined limits. For any additional costs, please pay Speedpro directly.
 - e. Speedpro will complete installation within a defined time-frame.
8. If the subject business or any other business owned by the owner(s) of the applicant business - be it as sole proprietor(s), partner(s) or director(s) - have any taxes or any other amount due to the City or have any outstanding disputes or litigation with the City in relation to the subject business or property or other businesses in Corner Brook, the application will be considered ineligible.
9. Suppression of material information will make the application ineligible and liable for other actions, as deemed necessary.

**AGREEMENT FOR SUPPLY AND INSTALLATION OF
BLADE ADVERTISING SIGNS**

THIS AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this _____ day of _____ Anno Domini two thousand and twenty-two.

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

AND **GILLETT'S HOLDING LTD.** doing business as **Speedpro Signs**, a body corporate duly registered in the Province of Newfoundland and Labrador hereinafter called "Speedpro".

WHEREAS the City requires the supply and installation of Blade Advertising Signs, hereinafter called "Blade Signs" funded in full or in part by the City under its Façade Appeal Comprehensive Enhancement (FACE) program, at approved business premises in Downtown Corner Brook.

AND WHEREAS Speedpro will provide sale and installation services of Blade Signs at approved business premises on the terms and conditions specified herein;

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:

1. OPERATION

- A. The City hereby appoints Speedpro its sole agent with exclusive rights for sale and installation of Blade Signs at specified business premises as requested by The City, under the FACE program for a term of three (3) years ("The Term") commencing on the signing day of this Agreement (the "Commencement Date").
- B. Speedpro agrees to supply and install Blade Signs at the request of The City at all approved business locations during The Term as per the requirements provided in Schedule A of this Agreement and in compliance with all regulations in force.

2. CITY COVENANTS

The City covenants to:

- A. Receive applications for Blade Signs under FACE program from business establishments and after review and confirmation of their eligibility, will direct them to Speedpro for design, manufacture and installation at the approved locations. A copy of the approval letter to the applicant will be forwarded to Speedpro.

3. CONTRACTOR COVENANTS

The Contractor covenants to:

- A. Receive the request from the business and confirm its bonafides.
- B. Design, manufacture and install the Blade Sign at the location approved by the City, and in discussion with the business applicant.
- C. Provide warranty on all materials and workmanship for a period of twelve (12) months from the date of installation
- D. Prepare Invoices for the business applicant and The City in accordance with the details provided in Clause 4 below.

4. FINANCIAL TERMS & ARRANGEMENTS

- A. Speedpro will provide services to the approved business applicant up to an overall maximum limit of **\$546.25 (including HST)** with individual prices as estimated below:
 - Mounting Bracket: \$201.25 (including HST)
 - Double-sided Blade Signs: \$161.00 (including HST)
 - Installation/hardware: \$184.00 (including HST)
 - Design Fee for first 30 minutes: NIL
 - Design fee (after the first 30 minutes): \$74.75 (including HST) per hour
- B. Charges exceeding the overall maximum limit for any specific need or request of the business applicant will be collected directly from the business applicant.
- C. Speedpro will forward the invoice showing breakdown of all costs to The City along with proof of all payments received from the business applicant, if any. The City shall reimburse Speedpro up to the maximum limits set out above.

5. PROVISION FOR YEARLY PRICE ADJUSTMENT

- A. While the above mentioned price limit will be valid in the entire first year of The Term, the parties acknowledge that due to market volatility and inflationary pressures, it may not be feasible for Speedpro to supply and install blade signs at the same price in the subsequent years of The Term (i.e. year 2 and year 3). If indeed a price change is sought by Speedpro, it will submit a price proposal prior to the start of each of year 2 (to take effect in year 2) and year 3 (to take effect in year 3) for consideration of The City. Such submissions must be made not more than sixty (60) days and not less than thirty (30) days prior to the commencement of the relevant year. Following the submission, both parties shall discuss the proposal with an aim to arrive at a mutually acceptable price for the following year. If an agreement cannot be reached, either party shall have the right to terminate this agreement forthwith by providing written notice of same to the other party, notwithstanding any other provision for termination that is otherwise provided in this agreement. In such instance, Speedpro shall not be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits or loss of goodwill arising from termination of this Agreement or in any other way related thereto.
- B. If no price change proposal is submitted by Speedpro within the specified period, the effective price for the year will continue to be valid in the following year.

6. TERM OF CONTRACT

The contract will be in effect for a term of three (3) years effective the signing date of this Agreement. Subject to the approval of both parties, there shall be an option to renew the Agreement for an additional term, up to another three (3) years. The option must be exercised in writing by both parties at least forty-five (45) days prior to the expiry of the agreement.

7. TERMINATION:

- A. If at any time, in the opinion of The City, Speedpro is in default in the performance of any covenants, terms and conditions herein set forth to be performed, The City shall have the right to terminate this Agreement forthwith by serving Speedpro with a written notice of its intention to terminate containing the date on which the termination will be effective and the reason(s) for termination. In such instance, Speedpro shall not be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits or loss of goodwill arising from termination of this Agreement or in any other way related thereto save and except for any actual direct costs that Speedpro has incurred from any Blade Sign that has been requested by the City prior to termination.

- B. Either party may terminate this Agreement by providing the other party with at least forty-five (45) days written notice. Neither party shall be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits or loss of goodwill arising from termination of this Agreement or in any other way related thereto.

8. COMMUNICATION

Any notice, document or other communication required or permitted to be given hereunder shall be sufficiently given if delivered or sent by prepaid registered mail or hand delivered as follows:

To the City at:	c/o City Clerk 5 Park Street P.O. Box 1080 Corner Brook, NL A2H 6E1
To Speedpro at:	Jenna Gillett 318 O'Connell Dr. Corner Brook, NL A2H 6C9

Each of the parties shall be entitled to specify a different address by giving notice in writing in accordance with the terms hereof.

9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any terms or provisions hereof shall be deemed valid and binding unless in writing and signed by an Officer of the Parties. Failure by either party to enforce any terms hereof shall not be deemed a waiver of future enforcement of that, or any other term.
10. Speedpro agrees that in performance of its services under this agreement neither Speedpro nor any person employed by or acting as agent for Speedpro shall be or be deemed to be an officer, servant or agent of the City of Corner Brook or Corner Brook City Council. Speedpro and its employees and agents shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City or Corner Brook City Council.
11. Speedpro shall indemnify the City of Corner Brook and Corner Brook City Council against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of Speedpro or any agent, contractor, servant, employee or licensee of Speedpro, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.
12. The City of Corner Brook and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of Speedpro, its servants or agents in the performance of his, her, its or their obligations under this Agreement. Speedpro shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.
13. Speedpro shall, at all times during The Term, at its own expense maintain in force comprehensive public liability insurance and shall provide the City with certificates of a policy or policies of an insurance company or companies for:
 - A. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars.
 - B. Every policy or policies of insurance maintained by Speedpro shall name the City of Corner Brook and Corner Brook City Council an insured and provide for cross-liability coverage. A certificate of such

coverage(s) shall be furnished to the City on signing, thereafter annually on the anniversary of signing this agreement, and at such other times as required by the City within five (5) days of request of the City.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
15. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings in full or in parts, written or oral, relative to the services unless specifically incorporated herein.
16. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
17. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.
18. If any of the provisions of this Agreement are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Agreement.

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

SIGNED SEALED AND DELIVERED by
SPEEDPRO in the presence of:

Witness

Director

SIGNED SEALED AND DELIVERED by

The City in the presence of:

Witness

Mayor or Deputy Mayor

Witness

City Clerk / City Manager

SCHEDULE A

1. Speedpro must complete installation within forty-five (45) days of receiving the firm order from the business applicant. The City may not reimburse the Vendor if it does not install within the allowed time-frame, or does not inform the City of the potential delay as soon as it is anticipated.
2. The Blade Signs should be simple yet elegant. They should be visible from both sides. They must enhance the visual appeal and follow the character of the surroundings, and not look out of place. Speedpro must visit the location beforehand and develop a design that best suits the place and surroundings.
3. The entire Blade Sign material, colors and attachments should be:
 - Environmentally responsible
 - Durable
 - Able to withstand harsh Corner Brook weather and resist decay or fading
 - Lightweight
4. Attachments should be strong, resistant to rust, corrosion and decay. They should match the sign to increase the overall appeal.
5. **The surface area of the sign body should not exceed 3.5 sq. ft. (0.325 square meter). Attachments may occupy an extra area, as reasonably required.**
6. **The minimum height of the bottom-most point from the ground will not be less than 7.50 feet (2.3 m).**
7. Speedpro and the business applicant will jointly decide on the shape and size of the Blade Sign, provided it does not exceed the size permitted by the City.
8. All relevant City regulations need to be complied including but not limited to the following:

Overhanging Advertisements and Canopies on City Right-of-Ways

- (a) Permission to erect overhanging advertisements or canopies on street reservations shall be subject to a license agreement between the City and the owner or tenant of the property or "lessee."
- (b) (i) An overhanging advertisement shall not exceed 2.7 square meters in area and shall not project more than 1 meter from the building fascia including attachments.

- (ii) Overhanging advertisements shall be restricted to the onsite use.
- (iii) A canopy shall not project more than 1.2 metres from the building fascia including attachments.
- (c) The general appearance of an advertisement or canopy shall be assessed considering the amenity of the surroundings, availability of utilities, public safety and convenience. It must also be aesthetically pleasing.
- (d) Overhanging advertisements or canopies containing advertisements shall form part of the maximum allowable advertisement for the site (reference 2 (ii) relating to advertisement of Onsite Uses).
- (e) The Authority may conditionally approve or refuse any overhanging advertisement or canopy on street reservations.
- (f) For the purpose of this zone, overhanging advertisements shall be permitted over street reservations.



Request for Decision (RFD)

Subject: Wellington Street Complex Maintenance 2022

To: Donald Burden
Meeting: Regular Meeting - 20 Jun 2022
Department: Recreation
Staff Contact: Jessica Parsons, Supervisor of Recreation Services
Topic Overview: The Corner Brook United Soccer Club wishes to enter into an agreement with the City of Corner Brook to supply maintenance services for the Wellington Street Complex.
Attachments: [CBUSClease2022](#)

BACKGROUND INFORMATION:

This contract has been renewed annually to provide efficient maintenance to the Wellington Street Complex during the outdoor sporting season.

PROPOSED RESOLUTION:

That the City of Corner Brook enter into a formal agreement for the calendar year of 2022 with The Corner Brook United Soccer Club to supply maintenance services to the Wellington Street Complex for the amount of \$26,000.00.

FINANCIAL IMPACT:

\$26,000.00 HST included, budgeted in PWWW Wellington Street Hired Contractor, 01600-2370-63150.

Budget Code: 01600-2370-63150

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes maintaining the Wellington soccer building, soccer field, beach volleyball courts and tennis facility, keeping the facilities clean of garbage and recycling as well as enforcing facility rules.

Director of Public Works, Water &
Wastewater
Office Assistant 111

Approved - 15 Jun 2022

Approved - 16 Jun 2022

City Manager

THIS INDENTURE OF LEASE made at Corner Brook, in the Province of Newfoundland this day of _____, 2022.

BETWEEN: **THE CITY OF CORNER BROOK**, a statutory corporation under the provision of The City of Corner Brook Act, Chapter C-15
(hereinafter called "the City")

OF THE ONE PART

AND: **CORNER BROOK UNITED SOCCER CLUB INC.**, a body corporate established under the laws of the Province of Newfoundland
(hereinafter called "the Lessee")

OF THE OTHER PART

WHEREAS the City is the owner of lands known as the Wellington Street Complex situate in the City of Corner Brook, more particularly described in Schedule "A" attached hereto (hereinafter called "the Demised Premises").

AND WHEREAS the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of soccer, tennis, beach volleyball and touch football;

AND WHEREAS the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH that for and in consideration of the Demised Premises and the agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the 1st day of May 2022, and to be concluded on the 30th day of April 2023.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the 1st day of May in each year of the Term.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the games of soccer, tennis, beach volleyball and touch football.

(b) Notwithstanding the foregoing paragraph 4(a) and anything else in the Lease the City may, at any time by direction in writing to the lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.

5. (a) The Lessee shall be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing soccer, tennis, beach volleyball and touch football.
- (b) Notwithstanding the foregoing paragraph 5(a) and anything else in this Lease the City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.
- (c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion, may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.
6. The Lessee shall be responsible for enforcing all rules that are posted on the premises (i.e. No Smoking, No Chewing Gum).
7. The City shall provide to the Lessee a grant. The amount of grant shall be subject to the amount of time that the Demised Premises are open and the Lessee operates soccer

programs on the Demised Premises provided that the maximum grant shall not exceed

Twenty Six Thousand dollars (\$26,000.00).

Should this indenture be terminated prior to the termination date set out in clause 1 of this Agreement, the Lessee shall provide an accounting of the grant to the City containing such information as requested by the City in a form acceptable to the City. Any portion of the grant that has not been used for the purpose specified herein on or before the date of termination shall be returned to the City forthwith.

8. (a) the City shall allow the Lessee use of the following equipment for the term of the Lease:

(v) One Field Turf Sweeper

(vi) One Field Turf GroomRight

(b) Maintenance, repair and replacement of the tools and equipment specified in paragraph 8(a) shall be the sole responsibility of the Lessee.

(c) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00.

9. The Lessee shall use the Demised Premises only for the purposes of pursuing the game of soccer, tennis, beach volleyball or touch football, or as otherwise agreed to in writing by the City from time to time. All other user groups shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City of

Corner Brook and Corner Brook United Soccer Club Inc. and the City as well as Corner Brook United Soccer Club Inc. shall be additional insured under the policy.

10. The Lessee shall observe all conditions and perform all covenants of this Lease.
11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the Demised Premises without the written consent of the City which consent may be arbitrarily withheld.
- (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee.
- (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain at the Demised Premises at the end of the Term, at no charge to the City.
- (d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.

- (e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:

- (i) Keeping the Demised Premises free from litter;
- (ii) Minor maintenance and repair necessitated by acts of vandalism (i.e. graffiti, broken signs, etc.);
- (iii) Regular grass mowing, and field maintenance except as hereafter provided;
- (iv) All regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);
- (v) causing garbage to be placed and stored as directed from time to time by the City; and
- (vi) Checking and cleaning bathrooms in both the main building and building at the tennis courts;
- (vii) Checking beach volleyball courts for glass, metals and rocks by raking the sand;
- (viii) All Field Turf maintenance as described in Schedule "A" attached hereto and

For further certainty the Lessee shall not be responsible for the following:

- (i) Structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;
- (ii) Maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;
- (iii) Turf maintenance (except mowing), including fertilization, aeration, liming and weed control;
- (iv) Maintenance and repair of fences, bleachers, gates and nets except as aforesaid;
- (v) Spring start-up work such as grading, sodding, and seeding; and
- (vi) Fall shut down work such as sodding or edging

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises.
14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.
15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the city and all laws or regulations of any governing body in any manner affecting the Demised Premises or the Lessee's use thereof.
16. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.

17. The Lessee shall permit the City or any person, body or corporation authorized by the City, the right of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land described in Schedule "A" and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the right of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation upon any part of the said land and for that purpose and the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works AND the City shall not be liable to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

18. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the performance of maintenance duties performed by the Lessee at the Demised Premises pursuant to section 12 of this Lease, or any action taken or things done or maintained by virtue thereof, except claims for damage resulting from the negligence of any officer, servant, employee or agent of the City, while acting within the scope of his or her duties or employment or agency.

19. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies motor or other vehicles, materials, articles effects or things at any time erected, brought, placed, made or being upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.

20. (a) The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as

may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than \$2,000,000.00 per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a name insured under the policy.

(b) The City shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the Lessee covering all of its undertakings with respect to this Lease and the Demised Premises and damage or loss to the Demised Premises and that equipment set forth in section 8(a) of this Lease, in such amounts may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than \$2,000,000.00 per incident. The City shall provide the Lessee with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the Lessee and the Lessee shall be an additional insured under the policy.

21. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.
22. The Lessee shall pay any and all utility charges and costs at the Demised Premises. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.

23. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatsoever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.
24. The lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.
25. The City, may at any time during the term of this lease terminate it without cause upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
26. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the lessee fails to do so the Lessor may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the Lessor (including legal

costs) in discharging liens shall be for the account of the lessee whether or not the Lessor chooses to terminate the Lease pursuant to this clause.

27. The Lessor may, at its sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
28. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.
29. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.
30. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
31. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.

32. In the event of a breach of any provision of this Lease pertaining to public health and safety, the City may terminate the Lease immediately upon giving the Lessee written notice. In the event of a breach of any other provision of this Lease, either party may give written notice of the breach to the offending party. If the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.
33. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.
34. All notices to be given pursuant to this Lease shall be delivered;
- (a) to the City
c/o City Clerk
P.O. Box 1080
Corner Brook, NL
A2H 6E1
 - (b) to the Lessee
c/o The President of the Corner Brook Minor Soccer Club Inc. Association
P. O. Box 26
Corner Brook, NL
A2H 6C3

and 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. Either party may advise the other in writing of any change of address for the giving of notices.

35. Words importing the singular number shall include the plural and vice versa.
36. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.

IN WITNESS WHEREOF the parties hereto their hands and seals subscribed and set the day and year first before written.

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

MAYOR

CITY CLERK

THE CORPORATE SEAL of the Corner Brook Minor Soccer Club Inc. Association was hereunto affixed in the presence of:

Schedule A: Field Turf Maintenance

Aerating – Season start up and season end
Raking – Every four weeks during season
Brushing – Every four weeks during season
Sweeping – As seen necessary by Lessee



Request for Decision (RFD)

Subject: Corner Brook United Soccer Club - Grass Fields Mowing Contract 2022

To: Donald Burden

Meeting: Regular Meeting - 20 Jun 2022

Department: Recreation

Staff Contact: Jessica Parsons, Supervisor of Recreation Services

Topic Overview: The Corner Brook United Soccer Club wishes to enter into an agreement with the City of Corner Brook to supply mowing services for the Ambrose O'Rielly, Monarch Complex and George "Daddy" Dawe soccer fields.

Attachments: [MOU Grass Cutting City - Soccer Club 2022](#)

BACKGROUND INFORMATION:

This contract has been renewed annually to provide efficient mowing and maintenance to the grass soccer fields within the city.

PROPOSED RESOLUTION:

That the City of Corner Brook enter into a formal agreement for the calendar year of 2022 with The Corner Brook United Soccer Club to supply mowing services for the Ambrose O'Rielly, Monarch Complex and George "Daddy" Dawe soccer fields.

FINANCIAL IMPACT:

\$11,000.00 HST included, budgeted in PWWW Mowing Contract, 01600-2370-63150.

Budget Code: 01600-2370-63150

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes mowing and lining of the City owned grass soccer fields in an environmentally efficient manner.

Director of Public Works, Water &
Wastewater

Office Assistant 111

Approved - 15 Jun 2022

Approved - 16 Jun 2022

City Manager



This Memorandum of Understanding made at the City of Corner Brook, in the Province of Newfoundland and Labrador, this _____ day of _____ 2022.

Between: The City of Corner Brook (The City)

And: The Corner Brook United Soccer Club Inc. (CBUSC)

The purpose of this Memorandum is to provide the CBUSC with the means to enter into grass mowing and whipper snipping activities upon City owned property traditionally used by CBUSC for the purpose of playing soccer. To this end both parties agree to the following terms and conditions:

1. The City of Corner Brook will provide the Corner Brook United Soccer Club (CBUSC) \$11,000.00 for the 2022 season. This amount will cover expenses incurred by the CBUSC to complete traditional lining, mowing and whipper snipping of 3 soccer fields. Included are Dawe Soccer Field at O'Connell Drive, O'Reilly Soccer Field at St. Mark's Avenue and the Monarch's Complex Soccer Field at the top of Mayfair Avenue. Provisions of the \$11,000.00 will include all lining, mowing and whipper snipping activities, the tendering of services if required, insurances and all other administrative fees and payments that may be required from time to time in the execution (by the CBUSC) of any and all contracts related to this activity.
2. Further, to facilitate appropriate and timely regular maintenance activities traditionally completed by the Recreation Services Division (aerating, fertilizing, , etc.), the CBUSC or designate will submit a grass cutting /whipper snipping schedule as agreed upon by the Association and Recreation Services Division officials to the Recreation Services Division. This schedule shall be submitted at the beginning of each grass-cutting season. Any changes to this schedule or in the event of special or one-time mowing activities, as in the case of preparing fields for tournaments, will be formally communicated in writing to the Recreation Services Division.
3. In the case of field line marking, lines will be mowed to a grass height of $\frac{1}{4}$ - $\frac{1}{2}$ inch by the CBUSC or designate, in advance of the field being lined.
4. For purposes of clarity, the following will constitute the extent of mowing/whipping at each site:
 - a) Monarch's Complex Soccer Field: That area within the boundaries of the fencing including areas under and/or around bleachers, benches, posts,

poles and all other site amenities. The embankment adjacent to the soccer field and existing parking lot will be mowed bi-weekly and the exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width of not less than five (5) feet.

- b) O'Reilly Soccer Field: That area within the boundaries of the fencing including the embankment located at the north end of the field and also situated inside the fencing. Those areas under and/or around proposed bleachers, benches, posts, poles, and all other site amenities. That area at the south end of the field situated between the fence and the paved parking lot wrapping around to include the access stairways to the Kinsmen Club building. The remaining exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet.
 - c) Dawe Soccer Field: That area within the boundaries of the fencing on three sides and at the western field boundary to the crest of the existing ditch. Those areas under and/or around bleachers, benches, posts, poles and all other site amenities. The exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet where possible.
5. All mowing activities completed by or on behalf of the CBUSC, will comply with all relevant City of Corner Brook By-Laws and established policies and procedures as well as other Provincial and Federal acts and regulations. Any or all damages caused as a result of completing activities related to grass cutting/whipper snipping to public or private property shall be the responsibility of the CBUSC.
 6. Funds shall be subject to the amount of time that the above facilities are open during the 2022 season provided that the maximum grant shall not exceed Eleven Thousand dollars (\$11,000.00). The City will provide CBUSC with funds equal to Five Hundred Eighty Eight dollars (\$588.00) per week for each week that the facilities are open and maintained for soccer purposes over a 17 week period.
 7. Upon completion of the 2022 season, an evaluation of the benefits shall occur between the City of Corner Brook and the CBUSC to determine the viability of this agreement in subsequent years. As a result this agreement will be in effect for one (1) year from May 1, 2022 through October 31 2022.
 8. The City of Corner Brook reserves the right, for any reason, to temporarily or permanently close either of the facilities contained within this agreement, without prejudice, and to pro rate the amount of dispersment to CBUSC per field per full week of closure namely; \$3,000 divided by 17 weeks or \$176 per week.

MOU City & Soccer Assoc
Page 3

The following signatories represent both parties involved in this agreement and with their signatures agree to abide by this “Memorandum of Understanding”.

City of Corner Brook

Corner Brook United Soccer Club

Date

Date



Request for Decision (RFD)

Subject: Jubilee Field Maintenance 2022

To: Donald Burden
Meeting: Regular Meeting - 20 Jun 2022
Department: Recreation
Staff Contact: Jessica Parsons, Supervisor of Recreation Services
Topic Overview: The Corner Brook Baseball Association wishes to enter into an agreement with the City of Corner Brook to supply maintenance services for Jubilee Field.
Attachments: [Baseball Association Lease 2022](#)

BACKGROUND INFORMATION:

The lease agreement has been renewed annually for the Corner Brook Baseball Association to provide efficient maintenance to Jubilee Field during the outdoor baseball season.

PROPOSED RESOLUTION:

That the City of Corner Brook enter into a formal agreement for the calendar year of 2022 with The Corner Brook Baseball Association to supply maintenance services to Jubilee Field for the amount of \$31,200.00 HST included.

FINANCIAL IMPACT:

\$31,200.00 HST included, budgeted in PWWW Wellington Street Hired Contractor, 01600-2310-63150.

Budget Code: 01600-2310-63150

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes maintaining Jubilee field, keeping the facilities clean of garbage and recycling as well as enforcing facility rules.

Director of Public Works, Water &
Wastewater

Office Assistant 111

Approved - 15 Jun 2022

Approved - 16 Jun 2022

City Manager

THIS INDENTURE OF LEASE made at Corner Brook, in the Province of Newfoundland this day of _____, 2022.

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

(hereinafter called "the City")

OF THE ONE PART

AND: **CORNER BROOK BASEBALL ASSOCIATION**, a body corporate established under the laws of the Province of Newfoundland

(hereinafter called "the Lessee")

OF THE OTHER PART

WHEREAS the City is the owner of lands known as the Jubilee Baseball Complex situate in the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Demised Premises").

AND WHEREAS the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of baseball;

AND WHEREAS the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH that for and in consideration of the mutual agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the ___ day of _____, 2022, and to be concluded on the ___ day of _____, 2023.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the ___ day of _____ 2022.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall subject to any direction of the City issued in accordance with clause 4(b) herein have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the sport of baseball.

(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.
5. (a) The Lessee shall, subject to any direction of the City issued in accordance with clause 4(b) or 5(b) of this indenture, be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing baseball.

(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.

(c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.

6. The Lessee shall be responsible for enforcing all rules that are posted on the premises as of the date of signing this indenture, including but not limited to the “no smoking” signage.

7. The City shall provide to the Lessee a grant in the amount of Thirty-One Thousand Two Hundred Dollars (\$31,200.00) which shall be used to offset expenses incurred by the Lessee at the Demised Premises for the term of this indenture. Should this indenture be terminated prior to the termination date set out in clause 1 of this Agreement, the Lessee shall provide an accounting of the grant to the City containing such information as requested by the City in

a form acceptable to the City. Any portion of the grant that has not been used for the purpose specified herein on or before the date of termination shall be returned to the City forthwith.

8. (a) the City shall allow the Lessee use of the following equipment as described in Schedule "A" attached hereto.

(b) Maintenance, repair and replacement of the tools and equipment specified in paragraph 8(a) shall be the sole responsibility of the Lessee except as limited in paragraph 8(C).

(c) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00. The Lessee will not be responsible for any single maintenance item, repair or replacement, above \$500.

(d) The Lessee will be responsible for grass mowing of the site as described in Schedule "B" as SF6/SF7.

9. Notwithstanding clause 4(a) of this indenture, the Lessee shall use the Demised Premises for purposes other than of pursuing the game of baseball, if such purpose is agreed to in writing by the City.

10. The Lessee shall observe all conditions and perform all covenants of this Lease.

11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the

Demised Premises without the written consent of the City which consent may be arbitrarily withheld.

- (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee with the exception of those items set out in paragraph 12 as not being the responsibility of the Lessee.
- (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain at the Demised Premises at the end of the Term, at no charge to the City.
- (d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.
- (e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of

written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:

- (i) keeping the Demised Premises free from litter;
- (ii) minor maintenance and repair necessitated by acts of vandalism;
- (iii) regular grass mowing, and field maintenance except as hereafter provided;
- (iv) all regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);
- (v) causing garbage to be placed and stored as directed from time to time by the City;
- (vi) check and clean bathrooms in the main building.
- (vii) Spring start-up work such as grading, raking, sodding, and seeding;
and
- (viii) Fall shut down work such as sodding or edging.

For further certainty the Lessee shall not be responsible for the following:

- (i) structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;
- (ii) maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;
- (iii) maintenance and repair of fences, bleachers, gates and nets except as aforesaid;

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

- 13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises with the exception that the Lessee is not responsible for those items identified in paragraph 12 as not being the Lessee's responsibility.
- 14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.

15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the City and all laws or regulations of any governing body in any manner affecting the Demised Premises or the Lessee's use thereof.
16. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.
17. The Lessee shall permit the City or any person, body or corporation authorized by the City, the rite of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment), dig, break, excavate and trench any part of the said land shown in Schedule "B" as SF6/SF7 and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the rite of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation upon any part of the said land and for that purpose and the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works AND the City shall not be liable

to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

18. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the lease of the Demised Premises, or any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights arising thereunder, except claims for damage resulting from the negligence of any officer, servant, employee or agent of the City while acting within the scope of his or her duties or employment or agency.
19. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies, motor or other vehicles, materials, articles ,effects or things at any time erected, brought, placed, made or being upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.

20. The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises, in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than two million dollars (\$2,000,000.00) per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a named insured under the policy.
21. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.
22. The Lessee shall pay any and all utility charges and costs at the Demised Premises accrued during the term of this indenture. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.
23. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of

written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee. Nothing in this paragraph shall be construed so as to cause the Lessee to be responsible for those items listed in paragraph 12 as not being the Lessee's responsibility.

24. The Lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.
25. The City may, at any time during the term of this lease terminate it upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
26. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the Lessee fails to do so the City may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the City (including legal costs) in discharging liens shall be for the account of the Lessee whether or not the City chooses to terminate the Lease pursuant to this clause.

27. The City may, at its sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
28. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.
29. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.
30. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
31. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.
32. In the event of a breach of any provision of this Lease, other than the notice requirements for renewals, either party may give written notice of the breach to the

offending party. If the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.

33. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

34. All notices to be given pursuant to this Lease shall be delivered;

- (a) To the City

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

- (b) To the Lessee

c/o The President of the Corner Brook Baseball Association
P.O Box 464
Corner Brook, NL
A2H6E6

and 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. Either party may advise the other in writing of any change of address for the giving of notices.

35. Words importing the singular number shall include the plural and vice versa.
36. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.
37. The provisions of clauses #18, 19, 22, 23, and 26 will continue to apply, notwithstanding cessation of the lease created by this Indenture.
38. The Lessee covenants that in all aspects of its use of the Demised Premises it will, comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended* as if the Lessee were an Agent of the Crown.

IN WITNESS WHEREOF the parties hereto their hands and seals subscribed and set the day and year first before written attested to by the hands of their officers in that behalf duly authorized.

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

MAYOR

CITY CLERK

THE CORPORATE SEAL of the Corner Brook Baseball Association was hereunto affixed in the presence of:

SCHEDULE A

City of Corner Brook – Jubilee Field Baseball Complex

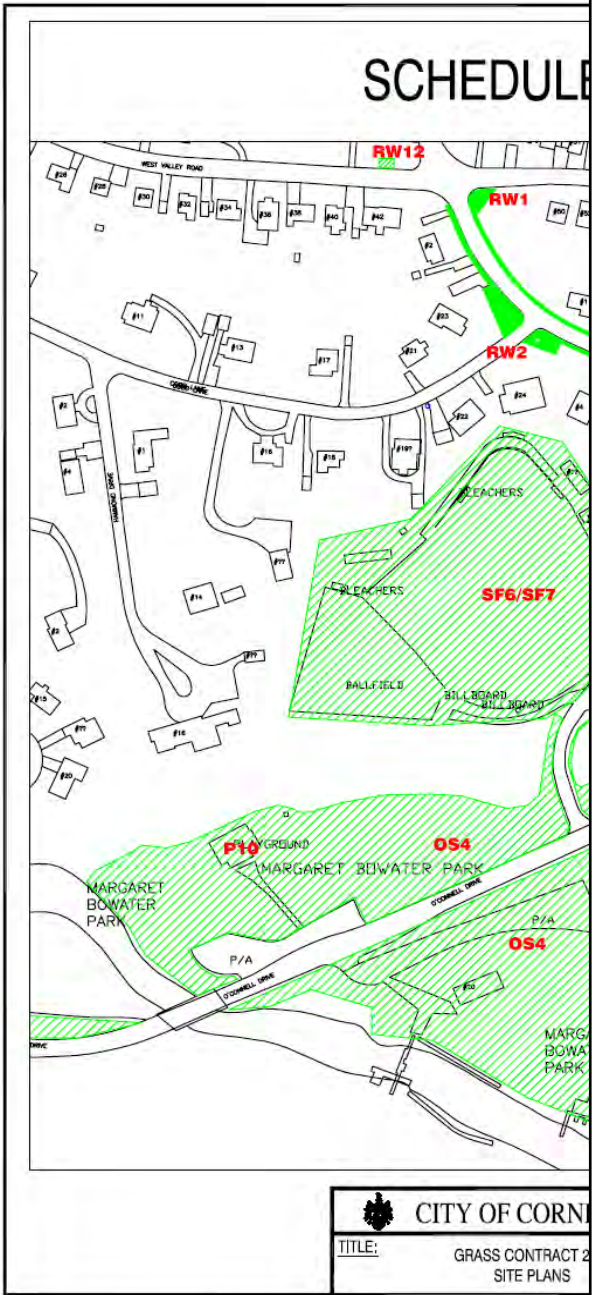
Equipment and Hand Tool List

Equipment

- 1 Kubota tractor
- 1 Cub Cadet ride on mower (cost shared by City and CBBA)
- 1 tow behind spreader
- 1 tow behind tined field grubber with broom like bristles attached
- 1 field drag
- 1 sump pump
- 1 shop vac

Tools

- 1 one hundred foot tape
- 1 flat top shovel
- 2 field rakes (purchased by CBBA)
- 2 hammers
- 2 field liners (1 which was purchased by the CBBA)
- 1 mall
- 1 axe
- 1 pick
- 1 crow bar
- 1 post digger
- 1 grubber
- 1 round top shovel
- 1 broom





Request for Decision (RFD)

Subject: Digital Advertising Signage (DAS) Agreement - Civic Centre

To: Rodney Cumby
Meeting: Regular Meeting - 20 Jun 2022
Department: Recreation
Staff Contact: Willie Smith, General Manager
Topic Overview: 75427 Newfoundland and Labrador Inc. (doing business as Digital Advertising Solutions "DAS") has requested to renew their previous agreement regarding the digital sign at the intersection of O'Connell Drive and University Drive.
Attachments: [DAS Agreement June2022](#)

BACKGROUND INFORMATION:

The City and DAS signed an agreement in June 2019 in regards to the sales and digital management services for the digital signs and screens at the Corner Brook Civic Centre. The Contract was for a three year term with an option to renew for an additional three years. DAS is seeking to renew the agreement for an additional three year.

PROPOSED RESOLUTION:

It is **RESOLVED** that the City of Corner Brook renew the DAS communications contract for an additional three years effective June 26, 2022.

Legal Review: Yes

RECOMMENDATION:

It is staff's recommendation to renew the agreement with DAS for an additional three years, effective June 26, 2022.

Director of Public Works, Water &
Wastewater
Legislative Assistant

Approved - 02 May 2022

Approved - 17 Jun 2022

City Manager

This Agreement made in duplicate dated this ____ day of _____, 2022 at the City of Corner Brook in the Province of Newfoundland and Labrador.

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

AND **75427 Newfoundland and Labrador Inc.** doing business as Digital Advertising Solutions (hereinafter referred to as “DAS”)

WHEREAS the City requires the management of digital sales and graphic design for the digital inventory of the Civic Centre (hereinafter referred to as the CBCC); particularly the digital sign at the intersection of O’Connell and University Drive (hereinafter referred to as “the Sign”) and the indoor digital screens (hereinafter called “Displays”).

AND WHEREAS DAS will provide sales services and digital management services to the City on the terms and conditions specified herein;

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:

1. The City shall provide DAS unlimited access to the Sign and Displays for a period of three (3) years (the “Term”), subject to such rights of early termination as are otherwise set out in this Agreement. The Term shall commence on July 1, 2022 (the “Commencement Date”).
2. DAS covenants with the City to:
 - a) Manage scheduling of all paid (advertising sold to Clients of DAS) and in house (advertising for the purposes determined by the City and Civic Centre Management including but not limited to PSA (Public Service Announcements), promotion of concerts, shows, galas or any activity held or promoted by the City or Civic Centre) content on the Sign and Displays;
 - b) Adhere to rates, rules, policies and regulations with respect to the Sign and Displays as determined by the City, including but not limited to the City’s Policy # 13-03-01 “Use of City Property During Election Campaigns” which prohibits use of the Sign and the Displays for advertisement of any political party. DAS covenants not to advertise on the Sign or the Displays any political party or politician, including any municipal councilors or candidates for political office;
 - c) Honor any existing advertising contracts in current form at the outset of this agreement and for the duration of the contract;
 - d) Address all content creation needs of City clients with respect to digital ad content with no additional cost to the City;
 - e) Manage all inbound calls / requests directly from clients and potential clients as it relates to the Sign and Displays at CBCC;
 - f) Provide clients with follow up calls throughout their campaign to ensure they are satisfied with service & communicate all customer issues to the City;
 - g) Communicate any hardware / performance issues with respect to the Sign & Displays to the City;
 - h) Remedy any hardware and / or software performance issues of equipment owned by DAS related to the ability to display ads promptly and at the sole expense of DAS;
 - i) Invoice clients and maintain accurate financial records of ad sales in an open and

transparent manner for the Sign and Displays under DAS management. This would be addressed by setting up respective projects in accounting software to manage all transactions relating to all digital billboard ad sales on City digital advertising assets located at the CBCC;

- j) Respond promptly to City staff or representatives who may contact DAS staff at any time to inquire about all financial records relating to City digital advertising assets under DAS management;
- k) On or before the last calendar day of each month from the commencement date, to provide the City with an accounting software generated summary of gross sales by client for the previous month;
- l) Provide to the City by the last calendar day of each quarter from the commencement date (September 30th, December 31st, March 31st, and June 30th), the compensation due to the City, as calculated in accordance with Paragraph 4, for the sales for the previous quarter;
- m) Actively sell advertising space on non-digital advertising assets inside the CBCC with no compensation;
- n) Provide two weeks of complimentary advertising on five DAS indoor digital billboards for any new business that registers with the City;
- o) Provide the City with one complimentary 15 seconds ad slot on all DAS indoor digital billboards in the City (inventory permitting); (There are approximately 19 indoor digital billboards in Corner Brook, all with available inventory)
 - (a) Current indoor billboard locations include:
 - I. Corner Brook Plaza (x3)
 - II. Health and Performance Clinic (x3)
 - III. Millbrook Mall (x2)
 - IV. Humber Community YMCA (x1)
 - V. Corner Brook CNA Campus (x4)
 - VI. Veitch Wellness Centre (x4)
 - VII. Corner Brook Visitor Information Centre (x1) Seasonal
 - VIII. Buck or Two Murphy Square (x1)
- p) Provide the City with a discount of 50% on additional indoor ad slots that they may want to buy to increase the intensity of their message delivery;
- q) Provide the City with a discount of 50% (on regular monthly rate) on outdoor digital billboards owned by DAS; (This would be limited to four ads in total per month) and
- r) Provide creative design on all ads the City wants published on DAS indoor / outdoor digital billboards, at no cost provided the City gives DAS creative elements (copy, images, video, etc) and three days' notice prior to wanting content on billboards.

3. The City covenants with DAS:

- a. To provide DAS one complimentary dasher board for advertising and provide DAS a 50% discount on any additional non-digital advertising at the CBCC; and
- b. To pay for maintenance and any related expenses to remedy hardware and / or software performance issues related to the City's complimentary dasher board.

4. Payments

DAS shall pay to the City on a quarterly basis:

- a) One Hundred percent (100%) of the first Seven Hundred dollars (\$700.00) per month of all gross revenue generated from advertising sales on three indoor and one outdoor digital billboard existing and owned by the City for the CBCC (the Sign and the

- Displays) plus 50% of all gross revenue generated from advertising sales on three indoor and one outdoor digital billboard existing and owned by the City at CBCC (the Sign and the Displays) over Seven Hundred dollars (\$700.00) per month; and
- b) One Hundred percent (100%) of the first Seven Hundred dollars (\$700.00) per month of all gross revenue generated on any additional digital billboards installed at the CBCC during the term of this agreement; plus 50% of all gross revenue generated on any additional digital billboards installed at the CBCC over Seven Hundred dollars (\$700.00) per month during the term of this agreement.

There shall not be a minimum monthly payment from DAS to the City for this agreement.

5. The City reserves the right to cancel or alter any content related to any advertising on the Sign or Displays.
6. Either party may terminate this Agreement by providing the other party with at least six (6) months written notice. Neither party shall be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
7. Notwithstanding the Term set out in this agreement, if at any time DAS is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the City shall have the right to terminate this Agreement forthwith by serving DAS with a written notice of its' intention to terminate containing the date on which the termination will be effective and the reason(s) for termination. In such instance, DAS shall not be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
8. Any notice, document or other communication required or permitted to be given hereunder shall be sufficiently given if delivered or sent by prepaid registered mail or hand delivered as follows:

To the City at: c/o City Clerk
5 Park Street
P.O. Box 1080
Corner Brook, NL A2H 6E1

To DAS at: Ray Brake
1 West Avenue
P.O. Box 7
Corner Brook, NL A2H 3B7

Each of the parties shall be entitled to specify a different address by giving notice in writing in accordance with the terms hereof. Any such notice, if mailed, shall be deemed to have been given on the fifth (5th) business day following mailing.

9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any terms or provisions hereof shall be deemed valid and binding unless in writing and signed by an Officer of the Parties. Failure by either party to enforce any terms hereof shall not be deemed a waiver of future enforcement of that, or any other term.

10. DAS agrees that in performance of its services under this agreement neither DAS nor any person employed by or acting as agent for DAS shall be or be deemed to be an officer, servant or agent of the City or Corner Brook City Council. DAS and its employees and agents shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City or Corner Brook City Council.
11. DAS shall indemnify the City and Corner Brook City Council against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of DAS or any agent, contractor, servant, employee or licensee of DAS, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.
12. The City and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of DAS its servants or agents in the performance of his, her, its or their obligations under this Agreement. DAS shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.
13. DAS shall, at all times and at its own expense maintain in force commercial general liability insurance and shall provide the City with certificates of a policy or policies of an insurance company or companies for :
 - i. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars.

Every policy or policies of insurance maintained by DAS shall name the City and Corner Brook City Council as an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the City on or before the commencement date, thereafter annually on the anniversary of commencement, and at such other times as required by the City within five (5) days of request of the City.
14. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
15. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.
16. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
17. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

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

SIGNED SEALED AND DELIVERED by
DAS in the presence of:

Witness

Director

Witness

Director

SIGNED SEALED AND DELIVERED by
The City in the presence of:

Witness

Mayor or Deputy Mayor

Witness

City Clerk or CAO



CITY OF CORNER BROOK

Policy Statement

Index	Council and Administration	Section	Property		
Title	Use of City Property during election campaigns	Policy Number	13-03-01	Authority	Council
Approval Date	19-Sept-11	Effective Date		Revision Date	

Purpose:

To achieve the right balance in remaining neutral during an election. It is important for the City of Corner Brook, as a municipality, to remain free from party affiliation and/or bias during provincial and federal election campaigns.

Policy Statement:

In an effort to maintain a neutral position during provincial and federal elections, The City of Corner Brook shall not allow use of any land, facility or property by any individual or group associated with a political party for the purpose of an election.

Reference:

CPS11- 52
11-265

Detailed Action Required:

All land and property owned by the City of Corner Brook shall be managed in accordance with policy No: 13-03-01

IN WITNESS WHEREOF, the policy has been sealed with the common seal of the City of Corner Brook.

MAYOR

CITY CLERK

Printed on Monday, September 26, 2011

1



Request for Decision (RFD)

Subject: Recreational Vehicles Regulation 2022

To: Rodney Cumby
Meeting: Regular Meeting - 20 Jun 2022
Department: Protective Services
Staff Contact: Todd Flynn, Director of Protective Services
Topic Overview: The Corner Brook Recreational Vehicle Regulation 2022
Attachments: [RFD Recreational Vehicle Regulations 2022](#)

BACKGROUND INFORMATION:

The Corner Brook Recreational Vehicles Regulations require amendments to align to the province's new "Off-Road Vehicles Act".

The new "*Off-Road Vehicles Act*" repeals the "*Motorized Snow Vehicles and All-Terrain Vehicles Act*". The Corner Brook Recreational Vehicles Regulations relied on the provisions of the "*Motorized Snow Vehicles and All-Terrain Vehicles Act*" need to be revised to rely on the new provincial "*Off-Road Vehicles Act*". Notably, the new legislation provides the opportunity to further improve the Corner Brook Recreational Vehicle Regulations.

PROPOSED RESOLUTION:

Be it **RESOLVED** that pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 15 of the Off-Road Vehicles Act, and all other enabling powers, the Council of the City of Corner Brook hereby repeals the Recreational Vehicles Regulation 2021, by replacing with the Recreational Vehicles Regulation 2022.

FINANCIAL IMPACT:

In 2023, income from the Permitting fees will offset some costs associated with managing the ATV Program in our City.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 Other
 New Legislation

Legal Review: Yes

LEGAL REVIEW:

Legal has been conducted by City legal staff.

RECOMMENDATION:

Cursory staff review sees great improvements such as:

1. Definition of “Peace Officer” is expanded to include “Municipal Police Officers” so enforcement can be conducted under this Act by our MEOs.
2. Permission to operate an off-road vehicle along a roadway for a maximum of 1 kilometre providing speed is below 20 km/hr.
3. With ministerial approval, we may be able to further extend the operation of an off-road vehicle along a provincial roadway, enabling further trail connections in and around our City.
4. Training is required for new operators registering off-road vehicles.
5. Enforcement powers such as: establishing compliance check stations; and fines and penalties, including ATV seizure for non-compliance.

Other revision recommendations include:

1. a fee for a permit to deviate from our City’s designated routes.
2. an ability for council to designate a special event for ATV operation on any and all streets in Corner Brook, such as the upcoming “Jigs and Wheels” festival.

ALTERNATIVE IMPLICATIONS:

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

1. Approve current recommendation to enact the Recreational Vehicle Regulation 2022 and align the City’s bylaw to the new provincial Off-Road Vehicles Act.
2. Not approve and leave our current bylaw in state of invalidity.
3. Approve in principle but send back to staff with further recommendations or other direction

Director of Protective Services
Office Assistant 111

Approved - 15 Jun 2022
Approved - 16 Jun 2022

City Manager

**CITY OF CORNER BROOK
RECREATIONAL VEHICLES REGULATION 2022**

Pursuant to the provisions of section 15 of the Off-Road Vehicles Act, R.S.N.L. 1990 c. M-20 and sections 44, 188, 201, 202, & 271 of the City of Corner Brook Act, R.S.N.L. 1990 c. C-15 and all other powers it enabling the Corner Brook City Council in a session convened on the 20th day of June, 2022, hereby passes and enacts the following regulations:

Title

1. These Regulations may be cited as the City of Corner Brook Recreational Vehicles Regulation 2022.

Definitions

2. In these Regulations:
 - a. "All-terrain vehicle" means a side by side and any other 3 or more wheeled motorized vehicle, designed or adapted for off-road use;
 - b. "City" means City of Corner Brook;
 - c. "Council" means Corner Brook City Council;
 - d. "Designated route" means any highway or public pathway approved by Council for all-terrain vehicle use and set out in Schedule A;
 - e. "Director" means the Director of Protective Services;
 - f. "Enforcement officer" means a municipal enforcement officer as defined by the *City of Corner Brook Act R.S.N.L. 1990 ch.C-15 as amended* or a peace officer as defined by the *Highway Traffic Act and the Off-Road Vehicles Act*;
 - g. "Highway" means any public highways, streets, roads or roadways, assumed and maintained under the ownership and jurisdiction of the City of Corner Brook;
 - h. "Highway Traffic Act" means the Newfoundland and Labrador Highway Traffic Act RSNL 1990 Chapter H-3 as amended;
 - i. "Motorized snow vehicle" means a tracked vehicle, commonly known as a snowmobile, where the driver sits astride a seat and which is designed for operation over snow covered land and ice; such a vehicle is not permitted to be operated on City highways;
 - j. "Off-Road Vehicles Act" means the Newfoundland and Labrador Off-Road Vehicles Act, RSNL 1990 Chapter M-20;

- k. “Public pathway” means any pathway or trail assumed under the ownership of the City of Corner Brook or maintained under the jurisdiction of the City of Corner Brook;
- l. “Trailhead” means the point where an All-Terrain trail begins.

Designated Routes

- 3. All-terrain vehicles, as defined by these regulations, are permitted to be used on any highway or pathway set out in Schedule A provided that they are operated in the manner as set forth in these Regulations.
- 4. Operation on provincial roadways within the City’s municipal boundaries shall be in the manner described by Section 14 of the Off-Road Vehicles Act and only to access the designated routes or trailheads as set forth in Schedule A.

Prohibited Routes

- 5. No person shall operate, use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule “A” unless they have a valid permit from the City issued in accordance with section 6 herein and the all-terrain vehicle is operated in compliance with all conditions, specifications, and restrictions prescribed by that permit or for a special event as defined in Section 7.

Permit to Deviate from the Designated Routes

- 6. Persons who otherwise qualify to operate an all-terrain vehicle in accordance with these Regulations and in accordance with all other laws applicable to operation of an all-terrain vehicle within the Province of Newfoundland and Labrador may make application to the City to obtain a permit:
 - a. to operate, use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule “A” for the sole purpose of travelling to or from a designated route or trailhead;
 - b. to operate a tour/s, as a registered tour operator, using all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule “A” for the purpose of travelling to or from a designated route, a trailhead, a tourist site, or other City amenity for the purposes of tourism;
 - c. and such permit application shall be made only by the owner of the all-terrain vehicle and every application shall be in the form prescribed by the City and shall include such documents or other information as the City may require and shall be accompanied by the permit fee set forth by the City in Schedule “B”.

- d. and persons who receive such permit to deviate from a designated route must keep their permit posted on their all-terrain vehicle at all times ensuring it is clearly visible to an enforcement officer during operation on the non-designated route.
- e. and persons who are operating an all-terrain vehicle pursuant to a permit to operate on an undesignated route must abide by all conditions and restrictions set out in their permit, including but not limited to the following of the route prescribed in their permit.

Special Events

- 7. For a special event to be held within the city, Council may grant permission to allow all-terrain vehicles operate on all or specific highways temporarily to support the event and such permission shall not exceed four consecutive days. All other prescriptions of these regulations shall apply.

Snowmobiles

- 8. No person shall use or permit to be used a motorized snow vehicle on any highway within the City.

Rules of Operation

- 9. No person shall operate an all-terrain vehicle upon a City highway unless:
 - a. that person travels upon the designated route as outlined in Section 3 of these regulations or the route prescribed by a permit issued pursuant to Section 6 of these Regulations;
 - b. the vehicle and its driver operate in accordance to the *Off-Road Vehicles Act*;
 - c. that person is at least 16 years of age and the holder of a class of driver's licence issued under the *Highway Traffic Act*;
 - d. that person or the vehicle being driven carries a liability insurance policy and proof thereof can be readily produced when requested by an enforcement officer;
 - e. the all-terrain vehicle is equipped with an exhaust system that is of the original equipment manufacturer and has not been modified to increase sound. The exhaust system must be in working order and in constant operation to prevent excessive or unusual noise;

- f. the all-terrain vehicle must not ever exceed any posted speed limit and further shall be operated at a rate of speed not greater than 40 kilometres per hour on highways and not greater than 20 kilometres per hour on trails or pathways;
- g. the driver of an all-terrain vehicle at all times yields the right of way to drivers of all other classes of motor vehicles on a highway.

Rules of the Road

- 10. Unless otherwise stated in these regulations, the driver of an all-terrain vehicle shall adhere to the “rules of the road” as described in Part V of the Newfoundland *Highway Traffic Act* or any similar or successor legislation.

Times of Operation

- 11. No person shall operate an all-terrain vehicle on a Highway located within the City outside of the season prescribed annually by Council resolution for operation of All-Terrain vehicles within the City. In the event that Council does not resolve to prescribe a season under these Regulations in any given year, the season shall commence on the 15th day of May and end on the 15th day of November.
- 12. No person shall operate an all-terrain vehicle within the City and upon its highways earlier than 7 A.M. and no later 10 P.M.

Signage

- 13. Council may erect Warning, Cautionary, Directional, Limiting or Prohibiting signs as to the operation of all-terrain vehicles and any operator who fails to obey such signs is guilty of an offence under these regulations and or the Off-Road Vehicles Act.

Penalty

- 14. A person who contravenes or fails to comply with these regulations is guilty of an offence and where no penalty is otherwise prescribed for such offence in the *Off-Road Vehicles Act RSNL Ch.M-20 as amended*, the *Off-Road Vehicles Regulations NL 1163/96 as amended*, *Highway Traffic Act RSNL 1990 ch. H-3 as amended*, or any other Provincial Statutes or Regulations or similar or successor legislation, is liable on summary conviction to a fine or to a period of imprisonment or both in accordance with section 438 of the City of Corner Brook Act RSNL 1990 Ch. C-15, as amended.

Exemption

15. These regulations do not apply to vehicles owned and operated on behalf of the Council or those operated by Emergency and or Enforcement Services and other persons who are exempt by the provisions of the Off-Road Vehicles Act and Off-Road Vehicles Act.

Coming into Force and Repeal

16. These regulations shall come into force as of the date enacted by Council and the City of Corner Brook Recreational Vehicles Regulations 2021 are hereby repealed upon the coming into force of these Regulations.

IN WITNESS WHEREOF this Regulation is sealed with the Common Seal of The Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor and Marina Redmond, City Clerk, at the City of Corner Brook, this 20th day of June, 2022.

Mayor

City Clerk

Published by The Western Star –

First Reading –

Second Reading –

Schedule "A"

Permitted All-Terrain Vehicle Routes

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

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

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

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

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

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

Schedule “B”

Fees for Permit to Deviate from the Designated Routes

Permit Fee/s (proposed for 2023 budget):

All-Terrain Vehicle and up to 4 drivers \$25.00

Tour Operator per All-Terrain Vehicle \$10.00

Replacement of a lost permit \$15.00



Request for Decision (RFD)

Subject: Discharging of Fireworks Regulation 2022

To: Rodney Cumby
Meeting: Regular Meeting - 20 Jun 2022
Department: Protective Services
Staff Contact: Todd Flynn, Director of Protective Services
Topic Overview: The Corner Brook Discharging of Fireworks Regulation 2022.
Attachments: [Discharging of Fireworks 2022 final2](#)

BACKGROUND INFORMATION:

The City of Corner Brook has been receiving complaints from residents about the random discharging of fireworks, especially during celebratory seasons.

The City of Corner Brook recognizes that more clarity is required by residents as to their regulatory obligations related to use of fireworks within the City limits. While the current Fire Prevention Regulations and Noise Regulation speak to fireworks, this regulation will be an extension of these regulations and is intended to enable the City to control times that fireworks can be used to the balancing the requests of those who wish to use fireworks and those who are concerned about fireworks.

PROPOSED RESOLUTION:

“Be it RESOLVED that pursuant to the powers vested in it by virtue of Section 212, 216 (1), 222, 222.1, 223, 278, and 279, of the City of Corner Brook Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby enacts the Discharging of Fireworks Regulation 2022.”

FINANCIAL IMPACT:

In 2023, income from the Permitting fees will offset some costs associated with managing the ATV Program in our City.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 Other
 New legislation

Legal Review: Yes

LEGAL REVIEW:

Legal review has been conducted by City legal staff

RECOMMENDATION:

Enacting of this bylaw will create an awareness amongst residents and curtail use during specific times enabling those concerned, such as pet owners, to prepare and mitigate effects of the discharge of fireworks. Also, the permitting requirement will further control fireworks activity throughout the year.

ALTERNATIVE IMPLICATIONS:

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

1. Approve current recommendation to enact the Discharging of Fireworks 2022 thereby further enabling control of fireworks use by residents in the City;
2. Not approve and leave it to the current Fire Prevention Regulations and Noise Regulations to manage fireworks use by residents.
3. Approve in principle, but not enact, and send back to staff with further recommendations or other direction.

Director of Protective Services
Office Assistant 111

Approved - 16 Jun 2022
Approved - 17 Jun 2022

City Manager

CITY OF CORNER BROOK DISCHARGING OF FIREWORKS REGULATION 2022

Pursuant to the powers vested in it under the City of Corner Brook Act, Section 212, 216 (1), 222, 222.1, 223, 278, and 279, RSNL 1990, c C-17, as amended, Sections 6, 10, 11 and 12 of the Fire Protection Services Act, RSNL 2008 ch. F-11.01 and all other powers enabling it, the Corner Brook City Council in a session convened on the 20th day of June, 2022, hereby passes and enacts the following regulations:

Title

1. These Regulations may be cited as the City of Corner Brook Discharging of Fireworks Regulation 2022.

Definitions

2. In these Regulations:

- a. "City" means the City of Corner Brook;
- b. "Council" means the Corner Brook City Council;
- c. "Director" means the Director of Protective Services;
- d. "discharge" means firing, igniting, exploding, using, and setting off fireworks;
- e. "fireworks" means family fireworks, aerial fireworks, and pyrotechnics and:
 - i. "aerial fireworks" means high hazard fireworks as described in Class 7, Division 2, Subdivision 2 of the Explosives Regulations under the Explosives Act, RSC 1985, c E-17, as amended;
 - ii. "family fireworks" means low-hazard fireworks for recreation commonly referred to as consumer fireworks, and as described in Class 7, Division 2, Subdivision 1 of the Explosives Regulations under the Explosives Act, RSC 1985, c E-17, as amended;
 - iii. pyrotechnics means theatrical explosives as described in Class 7, Division 2, Subdivision 5 of the Explosives Regulations under the Explosives Act, RSC 1985, c E-17, as amended;
- f. "Occupant" of any property means a person who
 - i. owns the property;
 - ii. resides at the property;
 - iii. conducts business at the property;

- iv. is in physical possession of the property; or
- v. has responsibility for, and control over, the condition of the property, the activities conducted on the property and the persons allowed to enter the property.

For the purposes of these Regulations there may be more than one occupant of the same property; and

- g. “Officer” means any person designated by Council to administer and enforce these Regulations and includes the Director, Municipal Enforcement Officers, Fire Department Officers, and members of the Royal Newfoundland Constabulary.

Application

- 3. This regulation is a supplement to the City’s Fire Prevention Regulations and Noise Regulations, and where there is a conflict between these regulations and other of the City’s Regulations regarding fire prevention, nuisance, and or noise, these regulations shall apply.

General

- 4. No person or Occupant shall discharge fireworks within the boundaries of the City unless authorized under these Regulations.
- 5. With exception of New Years Eve and Victoria Day and the day immediately preceding and/or following each of these days, no person or Occupant shall set off or permit or allow to be set off family fireworks on any other day during the year, unless a permit has been issued by the City to do so.
- 6. A person or Occupant to whom a permit is issued shall ensure that the permit is on the site where the fireworks are being discharged.
- 7. No person or Occupant may discharge or permit or allow to be discharged fireworks outside the hours between 6 pm and 9 pm, and 11 pm and 1 am, unless a permit has been issued by the City authorizing the discharge of fireworks at a different time.
- 8. Notwithstanding the City of Corner Brook Noise Regulations, a person or Occupant may make noise by discharging fireworks if they do so in compliant with these Regulations.
- 9. No person or Occupant shall discharge or permit or allow to be discharged any fireworks when a municipal or provincial fire ban is in effect unless they have been issued a permit from the City that specifically permits discharge of fireworks during a provincial or municipal fire ban.

10. A person or Occupant who causes, sets, lights, or otherwise discharges a firework shall take every reasonable and reasonably foreseeable precaution to prevent a fire and shall not leave fireworks unattended.
11. No person or Occupant shall discharge or cause or allow to be discharged fireworks in such a manner as might create danger to any person or property, or do or cause or allow any unsafe act or omission in the discharging of any fireworks.
12. The possession of a permit from the City does not discharge a person or Occupant from responsibility for damage resulting from fireworks that have been discharged pursuant to the permit.
13. No person or Occupant shall discharge or permit or allow to be discharged any firework(s) in or on or into any highway or public park or on or into any other private property for which permission has not been granted.
14. No person or Occupant shall discharge or permit or allow to be discharged fireworks when the surface wind speed at the time of the display exceeds 40 km/h (kilometers per hour).
15. Save and except for pyrotechnics, no person or Occupant shall discharge or permit or allow to be discharged any fireworks inside of or closer than 8 metres to any building, tent, trailer, camp or shelter or motor vehicle.
16. Save and except for pyrotechnics, no person or Occupant shall discharge or permit or allow to be ignited fireworks within 300 metres of any place where explosives, gasoline or other highly flammable substances are manufactured, stored or displayed in large quantities.
17. No person or Occupant shall discharge or allow to be discharged fireworks within 300 metres of a hospital, nursing home, health lodge, home for the aged, school, or place of worship unless the consent of the City and the owner or agent of the owner has first been obtained in writing.
18. Persons under the age of eighteen (18) years shall not discharge fireworks within the boundaries of the City and no person or Occupant shall allow or permit a person under the age of eighteen (18) years to discharge fireworks within the boundaries of the City.
19. Every person or Occupant who discharges or permits or allows fireworks to be discharged shall ensure that there is immediate access to a fire extinguisher and water ready for use at the site where the fireworks are discharged.
20. Every person or Occupant who discharges or allows or permits fireworks to be discharged shall ensure that the fireworks are discharged in accordance with the manufacturer's instructions.

Aerial Fireworks or Pyrotechnics

21. No person or Occupant shall discharge or permit or allow to be discharged aerial fireworks or pyrotechnics within the boundaries of the City without first obtaining a permit from Council. Such a permit approval may impose conditions for approval as it considers necessary to ensure the safety of the public and governing regulations and procedures including but not limited to :
 - i. keeping spectators at a safe distance;
 - ii. protecting private and public property;
 - iii. ensuring serviceable fire extinguishing equipment is available at all times;
 - iv. strict adherence to Explosives Act and the Explosives Regulations (BL2015-098).
22. The person(s) responsible, including property owners and or occupants, for the setting off of any fireworks or classes thereof must ensure that all unused fireworks and debris be removed and safely disposed of immediately following the event.
23. In addition to holding a permit from the City, no person or Occupant shall discharge or permit or allow to be discharged aerial or pyrotechnics within the boundaries of the City unless they are discharged by a person who holds a valid Fireworks Supervisor certificate or equivalent thereof, issued by the Explosives Regulatory Division of Natural Resources Canada or its similar or successor governing body, and proof of such certification must be provided to the City immediately upon request.
24. No person or Occupant shall handle or discharge or permit or allow the handling and/or discharge of aerial fireworks or pyrotechnics unless it is handled or discharged in conformance with the Natural Resources Canada (NRCan), "Display Fireworks Manual" and Natural Resources Canada (NRCan), "Pyrotechnic Special Effect Manual" or similar or successor government departments, laws, policies and manuals.

Fire Protection Services Act

29. Nothing in these Regulations shall or shall be deemed to alter, amend, or abrogate in any way the requirements and responsibilities set out in the Fire Protection Services Act, SNL 2008, c F-11.01, as amended, and its Regulations, or the Explosives Act, RSC 1985, c E-17, as amended, and its Regulations.

Fire Ban

30. Notwithstanding the above sections, where a municipal and or provincial fire ban relating to forest lands within or adjacent to the boundary of the City of Corner Brook is in effect under the Forestry Act, RSNL 1990 c F-23, as amended, no person shall discharge fireworks within the boundaries of the City, unless a permit has been issued by the City specifically allowing the permit holder to discharge fireworks during such prohibition and where a permit has been issued, a person discharging fireworks during such prohibition must take additional and adequate mitigation measures to prevent a fire.

Penalty

31. Any person who contravenes the provisions of these Regulations shall be guilty of an offence and liable upon summary conviction to a penalty as provided for in Section 438 of the City of Corner Brook Act.

Coming into Force

32. These regulations shall come into force as of the date enacted by Council as the and the City of Corner Brook Discharging of Fireworks Regulation 2022.

IN WITNESS WHEREOF this Regulation is sealed with the Common Seal of The Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor and Marina Redmond, City Clerk, at the City of Corner Brook, this 20th day of June, 2022.

_____ Mayor

_____ City Clerk

Published by The Western Wire – _____

Published by The Gazette – _____

First Reading – _____

Second Reading – _____



CITY OF CORNER BROOK FIREWORKS PERMIT

APPLICANT DETAILS

Name	Date
Address	Telephone No.
	Email Address

PROPOSED FIREWORKS DISCHARGE DETAILS

Date	Time <input type="checkbox"/> 6 PM to 9 PM <input type="checkbox"/> 11 PM to 1 AM <input type="checkbox"/> Other (fill in Other Proposed Time)	Other Proposed Time
Location / Address		
Person Discharging the Fireworks		Telephone No.
ONSITE FIRE HAZARD SAFETY MEASURES <input type="checkbox"/> Fire extinguisher <input type="checkbox"/> Bucket of Water <input type="checkbox"/> Flowing Garden Hose		<input type="checkbox"/> Other Measures

APPROVAL DETAILS (office use only)

FURTHER FIRE MITIGATION MEASURES or SAFETY MEASURES	<input type="checkbox"/> Not Required / Initials of Assessor
Fire Officer Signature	Date