



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 **August 23, 2021** at **12:00 p.m.** **Council Chambers, City Hall.**

CITY CLERK

Page	
1	CALL MEETING TO ORDER
2	APPROVALS
	2.1 Approval of Agenda
3 - 5	2.2 Approval of Minutes (Regular Meeting - 26 July 2021)
3	BUSINESS ARISING FROM MINUTES
	3.1 Business Arising From Minutes
4	TRANSIT
7 - 39	4.1 Transit Report Presentation
	4.2 Transit Study and System Design Report – Dillon Consulting
41	4.3 Corner Brook Transit Contract Extension
5	CORRESPONDENCE/PROCLAMATIONS/PETITIONS/
43 - 44	5.1 Proclamations
6	TENDERS
45	6.1 Supply of Winter Sand
7	PLANNING AND DEVELOPMENT
47 - 53	7.1 Discretionary Use (Home Based Child Care) – 25 Hann Crescent
55 - 57	7.2 Confirmation of Order
8	RECREATION SERVICES
59 - 63	8.1 Margaret Bowater Park Update

	9	MUNICIPAL ELECTION
65 - 66	9.1	Municipal Election 2021
	10	AGREEMENTS
67 - 70	10.1	Ultimate Recipient Gas Tax Agreement Funding Amendment 2019-2024
71 - 87	10.2	Lease Agreement - Corner Brook Curling Association Inc.
89 - 104	10.3	Pratt Street Phase 3 Land Sale
	11	IN CAMERA SESSION (IF REQUIRED)
	12	ADJOURNMENT

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO CONFERENCE
MONDAY, 26 JULY, 2021 AT 12:00 PM**

PRESENT:

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	B. Griffin	D. Charters, Director Community Engineering Development and Planning
Councillors:	T. Buckle	T. Flynn, Director of Protective Services
	L. Chaisson	D. Burden, Director of Public Works, Water and Waste Water Services
	B. Staeben	M. Redmond, City Clerk

Absent with Regrets: Councillor J. Carey and Councillor V. Granter, D. Park

CALL MEETING TO ORDER: The meeting was called to order at 12 noon.

21-93 Approval of Agenda

On motion by Councillor B. Staeben, seconded by Councillor L. Chaisson, it is RESOLVED to approve the agenda as presented. **MOTION CARRIED.**

21-94 Approval of Minutes (June 28,2021)

On motion by Councillor T. Buckle, seconded by Councillor L. Chaisson, it is RESOLVED to approve the minutes of the Regular Council meeting of 28 June 2021 as presented. **MOTION CARRIED.**

21-95 Business Arising from Minutes

Councillor Chaisson requested an update on erecting signage or other measures to prevent individuals from climbing on the Corner Brook Sign. The City Manager advised he will investigate the status of the request and will report back to Council.

21-96 Retaining Wall Replacement 2021 Consulting Services

On motion by Councillor B. Staeben, seconded by Councillor L. Chaisson, it is **RESOLVED** to award the contract for consulting services for the Retaining Wall Replacements to DMG Consultants Ltd. in the amount of \$43,125 (HST included). **MOTION CARRIED.**

21-97 IMSP and Development Regulation- Text Amendment- Change a Storage Limitation

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle , it is **RESOLVED** to authorize staff to carry out a public consultation process, as per section 14 of the *Urban and Rural Planning Act, 2000 (URPA)* in order to seek public input and receive information with respect to the proposed Municipal Plan Amendment MP 21-01 and Development Regulation Amendment DR 21-01 text amendments to increase the storage limit on the

existing Superior Propane storage site at 24 White Lakes Drive, Corner Brook. **MOTION CARRIED.**

21-98 City Hall Green Roof Opening

Councillor Buckle reported that the Green Roof will be open to the public effective July 26, 2021. COVID protocols will be in place for any visitors visiting the Green Roof.

21-99 Council Travel Report - January - June 2021

Councillor Staeben presented the Council Travel Report for the period of January to June 2021. There were no Council travel related expenses for this time period.

21-100 Salvation Army Temple 177 O'Connell Drive (Proposed Shop).

On motion by Councillor L. Chaisson seconded by Councillor B. Staeben, it is **RESOLVED** to approve the application from the Salvation Army for the proposed shop at 177 O'Connell Drive Corner Brook, NL **MOTION CARRIED.**

21-101 Agreement with Digital Advertising Solutions DAS for the Mill Whistler Road Train Advertising Rights

Mayor Parsons declared a Conflict of Interest and abstained from voting and deliberations on this agenda item. Deputy Mayor Griffin chaired this portion of the meeting

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve execution of the agreement with Digital Advertising Solutions (DAS) to provide sales and management of public advertising on the Mill Whistler Road Train. **MOTION CARRIED.**

21-102 Agreement IOTA Studios INC regarding Griffin Drive Artwork Project.

On motion by Councillor B. Griffin, seconded by Councillor B. Staeben **RESOLVED** to approve execution of the agreement as attached with OITA Studios Inc. to deliver a mural and celebration project at Griffin Drive-Crow Gulch Artwork Location. **MOTION CARRIED.**

21-103 Agreement with Cangro Services Ltd regarding Griffin Drive Lot Beautification.

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **RESOLVED** to award the contract for the Griffin Drive Beautification Project to Cangro Services Ltd. for \$10,800.00 (plus Hst). **MOTION CARRIED.**

21-104 Participark Trail Redevelopment Funding Adjustment Request

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the funding adjustment of \$20,000 for the Participark Trail Redevelopment from \$112,000 to \$132,000. **MOTION CARRIED.**

21-105 Vote By Mail Regulation- Amendment

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the regulation amendment to the Vote By Mail Regulation whereby the deadline date for depositing the Vote By Mail return envelope, in the drop box outside City hall or in-person to the Return Office, to 27 September 2021 at 12:00 noon. **MOTION CARRIED.**

21-106 Election Sign Policy

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the Election Sign Policy as attached. **MOTION CARRIED.**

21-107 Candidates Information Session

Mayor Parsons advised that there will be a Candidates Information Session on 4 August 2021.

ADJOURNMENT

The meeting adjourned at 1:05 p.m.

City Clerk

Mayor



Transit Study and System Design Report and Recommendations

Presentation to Council
August 23rd, 2021





Outline

- Study Guiding Principles
- What we heard from public and stakeholders
- Issues and Opportunities
- Pros and Cons of Current Route Design
- In House vs. Contracted Service
- Fixed Route vs. On-Demand Service
- Recommended Five(5) Year Plan



Project Guiding Principles

Accessibility: *Transit service in Corner Brook should be available to as many residents as possible, regardless of physical ability, age, or financial means.*

Convenience: *Transit users should be able to get to where they need to go in a reasonable amount of time.*

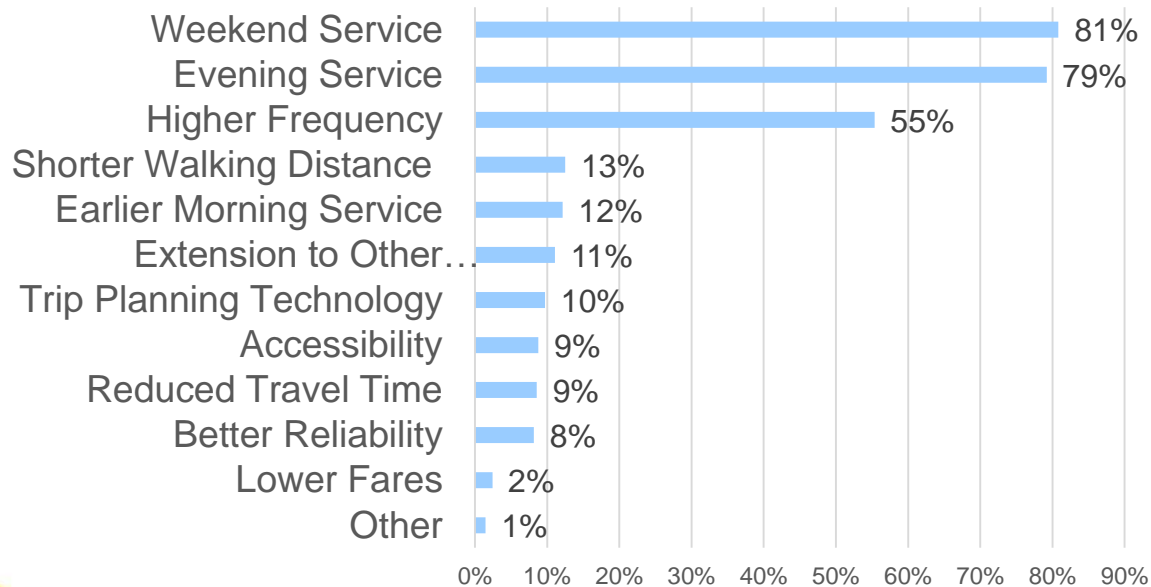
Transit Culture: *Transit should be considered as a viable transportation option for all Corner Brook residents.*

Financial Sustainability: *Investments in transit should be strategic to offer the highest possible value to Corner Brook residents and increase ridership.*



Public Engagement Results

Top Three Desired Improvements Identified by Transit Users





Pubic Engagement Results

- Most residents are **satisfied** with the cost of fares and reliability
- Most residents are **dissatisfied** with frequency and hours of service
- Opinions are **mixed** about the length of travel times



Stakeholder Engagement Results

- There is a negative stigma around transit in Corner Brook
- Transit is not convenient enough to attract large ridership due to long travel times, low frequency, and limited service hours
- Council priorities include:
 - Value for investment
 - Ridership growth
 - Accessibility



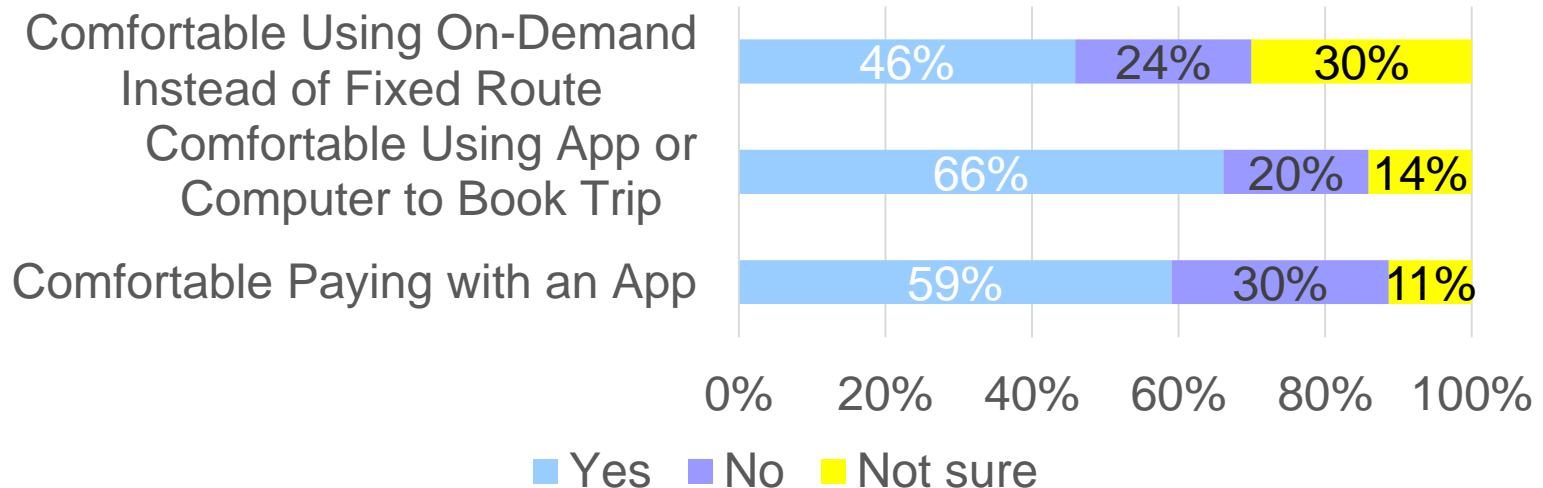
Stakeholder Engagement Results

- Local taxi providers are keen to assist with their services to improve transit
- Accessibility Committee wants accessible service
- Grenfell Campus wants transit service in the evening to accommodate night classes



Public Engagement

- Response to on-demand is mixed
- Comfort with on-demand is lower among daily transit users





Issues and Opportunities

Issues

- Limited Budget
- Few improvements can be made to current network without sacrificing coverage
- Lack of two-way service
- Access to stops
- Lack of accessible service



Issues and Opportunities

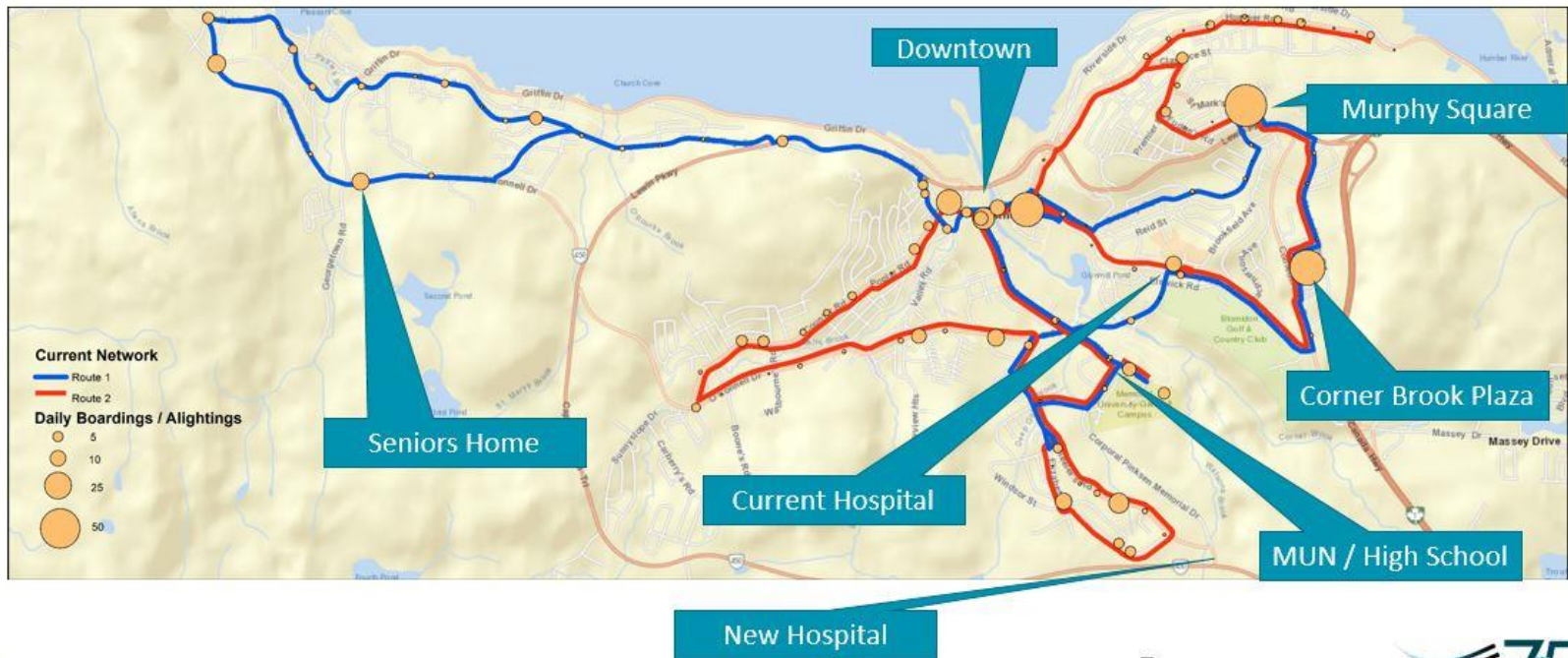
Opportunities

- Routes can be modified to reach new hospital
- On-demand could be piloted
- Hours can be extended to evenings or weekends
- Partnership opportunities with local taxi industry



Pros and Cons of Current Route Design

Current Stop Activity





Pros and Cons of Current Route Design

Pros:

- Good coverage (most of the City can be reached within 400 metres of a stop)
- Easy to get to and from downtown
- Timed transfers at the Transfer Terminal



Pros and Cons of Current Route Design

Cons:

- Lack of two way service means many trips will take one hour roundtrip
- Service is infrequent (1 hour frequency)



In-House vs. Contract Service

Cash Flow Statement			
	<u>Contract 2020-18</u>	<u>Contract 2019-19</u>	<u>In House</u>
Revenue	-	-	-
Fare Revenue	\$40,000.00	\$92,500.00	\$40,000.00
Advertising / Misc Revenue		8,500.00	
Total	\$40,000.00	\$101,000.00	\$40,000.00
Expenses			
Insurance	\$8,500.00	\$7,000.00	\$8,500.00
Fuel	\$80,000.00	\$80,000.00	\$80,000.00
Labour	\$140,000.00	\$135,000.00	\$294,879.00
Financing	\$40,000.00		\$30,000.00
Licencing	\$1,500.00	\$1,250.00	\$1,500.00
Maintenance	\$40,000.00	\$30,000.00	\$50,000.00
Tires	\$7,000.00	\$7,000.00	\$7,000.00
Cleaning Busses & Shelters	\$15,000.00	\$15,000.00	\$18,000.00
Contingency	\$15,000.00	\$20,000.00	
Total	\$347,000.00	\$295,250.00	\$489,879.00
Management	\$31,230.00	\$19,191.25	
Profit	\$34,700.00	\$31,001.25	
Overhead	\$34,700.00	\$31,001.25	
Total	\$447,630.00	\$376,443.75	
Total Less Revenues	\$407,630.00	\$275,443.75	\$449,879.00
Total HST Included	\$468,774.50	\$316,760.31	\$517,360.85



Fixed Route vs. On Demand Service

- Similar to ride services like Uber and Lift
- Trips are booked in advance
 - Smart device or phone call
- Software optimizes routes and pickup times
- Popular in areas/times with low ridership
- Can improve efficiency



Fixed Route vs. On Demand Service

	Fixed Routes (2 Buses)	Paratransit (1 vehicle)	On-Demand (2 Buses)	On-Demand Integrated (3 Buses)
Software Cost	N/A	N/A	~\$25,000-\$40,000	
Staff Position (Dispatcher)	N/A	\$50,000	N/A	N/A
Service Cost	\$469,000	\$234,000	\$447,000	\$681,000
Total	\$469,000	\$284,000	~\$472,000-\$487,000	\$706,000-\$721,000
Total with Paratransit	\$753,000		\$706,000-\$721,000	



Five (5) Year Plan Recommendations

Year 1 – Recommendations

Route 2 should be modified to connect to new hospital and LTC

- Ridership and cost impacts would be negligible



Daytime Service Design Recommendations

Current



Proposed





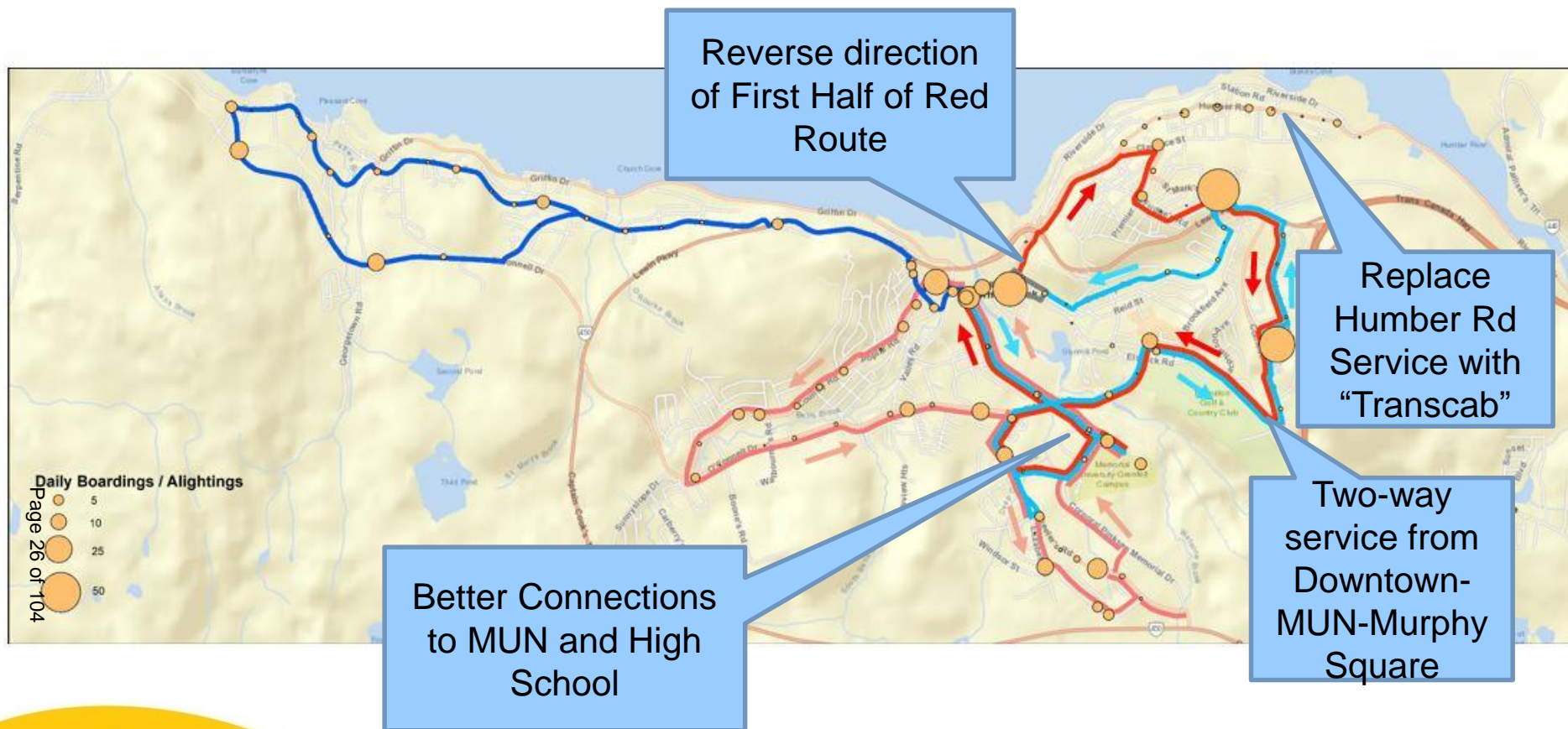
Five (5) Year Plan Recommendations

Year 1 - Recommendations

- Network remains the same except for the first half of Route 2
- Reverse direction on the first half of Route 2



Daytime Service Design Recommendations





Daytime Service Design Recommendations





Five (5) Year Plan Recommendations

Year 1 – Recommendations

- Increase Awareness of Transit (\$10,000)
 - Transit Passes for MUN and CNA
 - Better social media presence
 - Etc.
- Marketing and Branding project (\$30,000 to \$50,000)



Five (5) Year Plan Recommendations

Year 1 Recommendations

- Purchase accessible buses (4) (lease to contractor)
 - Potential for 10% decrease in operating costs
 - \$300,000 to \$500,000
 - Federal ICIP cost sharing



Five (5) Year Plan Recommendations

Year 1 Recommendations

- Introduce Smart Card Technology
 - Partner with Metro Bus
 - Helps with potential Provincial subsidy programs
 - \$75,000 – \$100,000 capital (cost sharing options)
 - \$3000 annual operating cost



Five (5) Year Plan Recommendations

Year 1 Recommendations

- Pilot Program with *Hot Spot Parking / Transit*
 - Mobile device trip planning and payment system
 - 2 Options:
 - \$0 Cost to City (user pays small convenience fee)
 - 10% transaction cost to City, user pays \$0





Five (5) Year Plan Recommendations

Year 1 Recommendations

- Install additional bus stops for better coverage
 - \$3000
- Conduct Accessible Transit Audit
 - \$30,000 to \$50,000



Five (5) Year Plan Recommendations

Year 2 Recommendations

- Pilot a one (1) On-Demand Evening Service (6:00 - 10:00pm)
 - \$20,000-\$30,000 Capital
 - \$128,000/ year
- Potential Funding from FCM



Five (5) Year Plan Recommendations

Year 2 Recommendations

- Install Bike racks on buses
 - \$4,500 to \$7,500



- Bus stop improvements for accessibility
 - \$20,000 to \$40,000 ICIP Funding

**Table 10: Five-Year Operating Cost (Additional)**

Recommendation	Notes	Year 1	Year 2	Year 3-5
Implement the modified fixed-route service as illustrated in Figure 14 .	Annual Trans-Cab cost	\$15,000 - \$40,000	\$15,000 - \$40,000	
	Anticipated growth in fare revenue	(\$9,500)	(\$14,300)	
	Expand Trans-Cab service		\$15,000 - \$40,000	
Purchase Accessible Buses	Operating cost savings (10-15% of contract)		(\$50,000 - \$75,000)	(\$50,000 - \$75,000)
Implement a Specialized Transit service for persons with disabilities	Annual operating cost		\$200,000 - \$241,000	\$50,000
	Anticipated fare revenue		(\$8,500)	(\$8,500)
Increase Awareness of Transit	Transit passes, social media, etc.	\$10,000	\$10,000	\$10,000
Implement the Provincial Low-Income Transit Pass Pilot Program	Smartcard (annual maintenance fees)	\$3,000	\$3,000	\$3,000
Trial an On Demand weekday evening service	Annual operating cost		\$128,000	\$128,000
	Software cost per vehicle		\$12,000 - \$18,000	\$12,000 - \$18,000
	Anticipated fare revenue		(\$12,500)	(\$18,700)
Pilot weekday daytime conventional service, if the On Demand evening service trial is successful	Change in annual operating cost			\$64,000 - \$128,000
	Additional software cost per vehicle			\$24,000 - \$36,000
	Anticipated growth in fare revenue			(\$14,300 - \$19,000)
Implement On Demand Saturday Service trial	Annual operating cost			\$40,000
	Anticipated fare revenue			(\$5,800 - \$10,200)
TOTAL		\$18,500 - \$43,500	\$297,700 - \$369,700	\$233,700 - \$281,600

It should be noted that the annual additional operating cost from the base-year is lower in the medium-term due to the cost savings of integrating the On Demand and Specialized Transit service together.



Table 11: Capital Costs

Recommendation	Notes	Year 1	Year 2	Year 3-5
Purchase accessible Buses	Four buses assumed (\$75,000 to \$125,000 each)	\$300,000 - \$500,000		
Install new bus stops	Assume \$100 per stop	\$2,500 – \$3,500		
Install bike racks on buses	Assume \$1,500 to \$2,500 installed (3 buses)		\$4,500 - \$7,500	
Conduct an Accessibility Transit Audit	Cost of study	\$30,000 - \$50,000		
	Annual budget for accessibility improvements		\$20,000 - \$40,000	\$20,000 - \$40,000
Implement a Specialized Transit service for persons with disabilities	On-going implementation assistance	\$25,000 - \$30,000		
	Purchase accessible vehicle (potential federal funding)		\$75,000 - \$125,000	
Implement the Provincial Low-Income Transit Pass Pilot program	Smartcard initial capital fee (potential provincial funding)	\$75,000 - \$100,000		
Increase awareness of transit	Retain branding and marketing firm	\$30,000 - \$50,000		
Create the GTFS data-set to enhance trip planning capabilities	Low – if conducted by staff High - If conducted by outside firm	\$0 - \$8,000		
Trial an On Demand weekday evening service for one year	Cost for On-Demand software		\$20,000 - \$30,000	
TOTAL		\$462,500 - \$741,500	\$115,000 - \$195,000	\$20,000 - \$40,000
ESTIMATED CITY-SHARE¹		\$123,349 - \$197,758	\$30,671 - \$52,007	\$5,334 - \$10,668

¹Note: Section 8.3 notes that City will need to pay for 26.67% of cost as part of ICIP Program. This also assumes all capital costs are eligible.



Financial Plan Summary

	Year 1	Year 2	Years 3-5
Operating	\$18,500 - \$43,500	\$297,700-\$369,700	\$233,700-\$281,600
Capital	\$462,500 - \$741,500	\$115, 000 - \$195,000	\$20,000 - \$40,000
*City Cost	\$123,349 - \$197,758	\$30,671- \$52,007	\$5,334 - \$10,668
* Estimated cost share based on similar project funding levels			



Financial Plan

- Potential Funding Partners
 - Investing in Canada Infrastructure Plan ICIP
 - Federation of Canadian Municipalities (FCM)
 - *Federal Transit Fund



Summary

- Transit important to Community
- Consultant provided a lot of possible improvement options
- Service Improvement options require an investment by the City
- Next steps
 - Work with contractor
 - Explore funding options
 - Bring detailed staged, improvement options to Council for consideration
- Continue working with partners and stakeholders to improve the service.



Request for Decision (RFD)

Subject: Corner Brook Transit Contract Extension

To: Darren Charters

Meeting: Regular Meeting - 23 Aug 2021

Department: Directors

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

Topic Overview:

BACKGROUND INFORMATION:

The current contract with Murphy Brothers to operate Corner Brook Transit expires on August 31st, 2021. The current contract has an option to extend the contract for another one (1) year period.

This extension will allow staff to begin to implement recommendations in the *Transit Study and System Design* report.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook extend the current contract with Murphy Brothers Ltd., beginning September 1st, 2021, for a one (1) year period at a cost of \$468,774.50 (HST included).

FINANCIAL IMPACT:

Transit, Hired contractor \$468,774.50

Finance Type: Budget

Director of Community, Engineering, Development & Planning Approved - 19 Aug 2021

Legislative Assistant Approved - 19 Aug 2021

City Manager



Information Report (IR)

Subject: Proclamations

To: Marina Redmond
Meeting: Regular Meeting - 23 Aug 2021
Department: City Manager
Staff Contact: Jessica Smith, Legislative Assistant
Topic Overview: Proclamations and Events recognized by the City.
Attachments: [PKD Proclamation Sep 4 2021](#)

PROPOSED RESOLUTION:

The City of Corner Brook will be signing a proclamation in recognition of the **National Polycystic Kidney Disease Awareness Day on SEPTEMBER 4, 2021**. There will be a proclamation signing and a flag raising in recognition of this day.

City Clerk
 Legislative Assistant

Approved - 18 Aug 2021
 Approved - 19 Aug 2021

 City Manager



NATIONAL POLYCYSTIC KIDNEY DISEASE AWARENESS DAY

September 4, 2021

WHEREAS, Polycystic kidney disease (PKD) causes abnormal cysts to develop and grow in the kidneys and the enlargement of cysts causes kidney function to decline. It equally affects men, women and children – regardless of geography or ethnic origin; and

WHEREAS, the PKD Foundation of Canada is the only national charitable organization dedicated to fighting PKD, a progressive, life-threatening genetic disease, through programs of research, advocacy, education, support and awareness in order to discover vital treatments and a cure for PKD and improve the lives of all it affects; and

WHEREAS, on Sunday, September 26th, a virtual Walk to END PKD will take place nationwide to honour PKD patients and their friends & families fundraising for clinical research and fellowships, which will benefit all PKD patients, including many Corner Brook residents; and

THEREFORE, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim **September 4, 2020 National Polycystic Kidney Disease Awareness Day** in Corner Brook, NL.



Request for Decision (RFD)

Subject: Supply of Winter Sand

To: Rodney Cumby
Meeting: Regular Meeting - 23 Aug 2021
Department: Public Works
Staff Contact: Donald Burden, Director of Public Works, Water & Wastewater
Topic Overview:

BACKGROUND INFORMATION:

The current contract to supply winter sand has expired. The Provincial Department of Transportation and Infrastructure on behalf of the City tendered the supply and stockpile of 1,500m³ of winter sand at the City's new salt depot on O'Connell Drive. The tender closed on July 15, 2021 and all submitted bids are listed below (HST included):

<i>Humber Arm Contracting Inc.</i>	<i>\$51,836.25</i>
<i>Marine Contractors Inc.</i>	<i>\$58,650.00</i>

PROPOSED RESOLUTION:

Be it **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the bid of \$51,836.25 (HST included) by Humber Arm Contracting Inc. for 2021 winter sand.

Legal Review: No

RECOMMENDATION:

It is the recommendation of staff to accept the bid of \$51,836.25 (HST included) by Humber Arm Contracting Inc. for 2021 winter sand.

Director of Public Works, Water & Wastewater	Approved - 16 Aug 2021
Legislative Assistant	Approved - 18 Aug 2021

 City Manager



Request for Decision (RFD)

Subject: Discretionary Use (Home Based Child Care) – 25 Hann Crescent

To: Deon Rumbolt

Meeting: Regular Meeting - 23 Aug 2021

Department: Development and Planning

Staff Contact: James King,

Topic Overview:

Attachments: [Memo to Deon - Home Based Child Care 25 Hann Crescent \(RFD\)](#)
[Use Template](#)
[25 Hann Crescent Application \(RFD\)](#)

BACKGROUND INFORMATION:

A notice was delivered to the residents in the immediate area of 25 Hann Crescent indicating the proposed home based child care. As a result of this notice, one piece of written correspondence (objection) was received. Parking has been reviewed and sufficient parking is present for the main dwelling and the proposed home child care. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the requested home based child care.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based child care from the dwelling located at 25 Hann Crescent in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations

Other

City of Corner Brook Development Regulations

Regulation 11 - Discretionary Powers of Authority

Legal Review: No

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the application to operate a home based child care from the dwelling located at 25 Hann Crescent in accordance with Regulation 11 - Discretionary Powers of Authority.

2. That the Council of the City of Corner Brook not approved the application to operate a home based child care from the dwelling located at 25 Hann Crescent in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook give other direction to Staff.

	Approved - 16 Aug 2021
Director of Community, Engineering, Development & Planning	Approved - 16 Aug 2021
Legislative Assistant	Approved - 18 Aug 2021

City Manager

Memo

To: Manager of Development & Planning

Fr: Development Inspector I

Subject: 25 Hann Crescent- Home Based Child Care

Date: August 5, 2021

The City of Corner Brook has received an application to operate a home based child care from the dwelling located at 25 Hann Crescent which is located in a Residential Medium Density Zone.

A home based child care is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 25 Hann Crescent indicating the above mentioned request. As a result of this notice, the City received one piece of written correspondence (objection) by way of email.

The major concerns of the objection are safety, noise, and depreciation of property value. There are concerns with regard to added traffic in this area from the proposed home based child care and in the aforementioned written correspondence, it was noted that there have been multiple accidents in the area in the past. There are also noise concerns in which the opposing resident has regarding increased traffic going to and from the subject residence and their dog barking as a result. Finally, there is concern that by allowing the home based child care to operate as proposed, property values of their home as well as others in the area will diminish.

A site inspection by City staff has revealed that there is sufficient parking at this location for the existing single dwelling unit and the proposed home based child care.

After review of the application, it is proposed that this home child care will consist of a total of six (6) children. Considering the fact that there will be a total of up to six extra vehicles on this street for the drop off and pickup of the children, one has to consider the overall impact of the extra traffic on the street which could be considered a low volume. With regard to the noise issue, I cannot provide comment on as it appears that there would not be any violations of the City of Corner Brook Noise Bylaw. As for the overall impact of allowing a home child care on this street and its effect on property values, I cannot speak to this as assessed property values are determined by an outside agency. In any event, I feel that these matters should be considered at the next meeting of Corner Brook City Council for a decision.

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

James King, CET, CPT
Development Inspector I



City of Corner Brook

Community, Engineering, Development and Planning



CITY OF CORNER BROOK

ADDRESS:

25 Hann Crescent

USE APPROVAL:

Discretionary Use - Home Based Business

ZONING:

Residential Medium Density

King, James

From:
Sent:
To:
Subject:

From: ONLINE PERMIT SUBMISSION [mailto:noreply@cornerbrook.com]
Sent: July 20, 2021 8:01 AM
To:
Subject: Online Permit Submission

Date	07/20/2021
Owner Name	
Phone Number	
Email	
Owner / Applicant Address	25 Hann Crescent Corner brook, Newfoundland and Labrador A2H0B2 Canada Map It
Property Address	25 Hann Crescent Corner brook, Newfoundland and Labrador A2H 0B2 Canada Map It
Builder Address	Newfoundland and Labrador Canada Map It
Development Type (Please check appropriate box)	<input checked="" type="radio"/> HOME BASED BUSINESS
Description of Work	I am re-locating Home Child care (daycare) from to 25 Hann Crescent.
Estimated Construction Value (MATERIALS & LABOUR)	\$ 0.00 CAD

DECLARATION

☒ I agree to terms in the declaration

DECLARATION:

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

NOTE:

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

Consent

☒ I agree to the privacy policy stated below.

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

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

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Request for Decision (RFD)

Subject: Confirmation of Order

To: Deon Rumbolt
Meeting: Regular Meeting - 23 Aug 2021
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Confirmation of Order 2021-03
Attachments: [Order - 82 Elizabeth Street](#)

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	Violation/Section	Order
2021-03	August 18, 2021	82 Elizabeth Street	Section 8 of the City of Corner Brook Development Regulations	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 #2021-03

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 Urban and Rural Planning Act
 City of Corner Brook Development Regulations, Section 8
 109(4)

Legal Review: No

RECOMMENDATION:

Staff is recommending that this Order be confirmed by the Council of the City of Corner Brook.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook confirm Order #2021-03 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 #2021-03 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 - 18 Aug 2021
Director of Community, Engineering, Development & Planning	Approved - 18 Aug 2021
Legislative Assistant	Approved - 19 Aug 2021

City Manager

2021-03



ORDER

To: [REDACTED]

WHEREAS you are identified as the owner of the property located at 82 Elizabeth Street, Corner Brook, NL; (hereinafter called "the Property");

WHEREAS the City of Corner Brook has concluded that you have constructed an extension to the dwelling located on the Property;

AND WHEREAS no permit has been issued for an extension to the dwelling located 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 remove the extension to the dwelling on the Property and restore all affected areas to its original state by no later than September 2, 2021 OR obtain the necessary building permit for the construction of an extension to the dwelling located on the Property by no later than August 27, 2021.

An inspection will be carried out by the City of Corner Brook on September 3, 2021 to determine if you have complied with this Order.

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 \$115 (\$100+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 18th day of August, 2021 A.D.

[REDACTED]
City Clerk
City of Corner Brook



Information Report (IR)

Subject: Margaret Bowater Park update

To: Dale Park

Meeting: Council in Committee Meeting - 23 Aug 2021

Department: Recreation

Staff Contact: Jessica Parsons, Supervisor of Recreation Services

Topic Overview:

Attachments: [RIBFEST1](#)

BACKGROUND INFORMATION:

Margaret Bowater Park swimming pool

The Margaret Bowater Park swimming pool be close for the season as of the end of the day August 29th, 2021. From August 26th - 29th, the swimming pool will remain open, however there will **not be any lifeguards on duty**, and all use of the pool will be at the swimmers own risk. Parental or guardian supervisor is highly recommended by all children and youth.

Ribfest

The City of Corner Brook will be hosting a three-day Ribfest event at Margaret Bowater Park from August 27th-29th. Ribfest will feature some of Canada's top "Ribbers" selling their famous barbeque treats as they travel city to city to help raise money for non-profit organizations. Who will have the best ribs, Crabby's BBQ Shack or Texas Rib Rangers? You decide! For added fun there will be live entertainment on stage and canteen services will be provided by Humber Valley Community Employment Corporation. The splash pad and outdoor pool will remain open for this event. Please note, the Margaret Bowater Park outdoor pool will be unsupervised during this event and all swimmers will swim at their own risk.

STEEP Ultramarathon

On September 4, 2021, Margaret Bowater Park is going to be the start line for a 100 km highly demanding wilderness race. The race course will bring the participants over remote and very difficult terrain between Corner Brook and Humber Village. There will also be a 50km course starting at the Man in the Mountain Trailhead. The finish line for both races will be at Margaret Bowater Park with the 50km cut off being 11 hours, and the 100 km cut off being 22 hours. Good luck to all participants!

Legislative Assistant

Approved - 20 Aug 2021

City Manager



**CORNER
BROOK
RIBFEST**

Hours:
Fri/Sat 11am-9pm
Sunday 11am-7pm

August 27th - 29th
Margaret Bowater Park

- Canteen Services: Humber Valley Employment Corporation
- Live Entertainment
- Outdoor Pool & Splash Pad

Rib Trucks:
Crabby's BBQ Shack
Texas Rib Rangers

Hours:
Fri/Sat 11am-9pm
Sunday 11am-7pm

CORNER BROOK RIBFEST

August 27th - 29th
Margaret Bowater Park

- Canteen Services: Humber Valley Employment Corporation
- Live Entertainment
- Outdoor Pool & Splash Pad

Rib Trucks:
Crabby's BBQ Shack
Texas Rib Rangers



Information Report (IR)

Subject: Municipal Election 2021

To: Marina Redmond
Meeting: Regular Meeting - 23 Aug 2021
Department: City Manager
Staff Contact: Jessica Smith, Legislative Assistant
Topic Overview: The below is an overview of important dates and information for the upcoming municipal election.

BACKGROUND INFORMATION:

The Corner Brook Municipal Election is coming up on September 28th, 2021. This year voters can vote by mail, apply to vote by proxy, vote in person on Election Day or vote in person at the advance polls.

Nomination Period

The nomination period for candidates runs from August 24th to August 31st (excluding Saturday and Sunday) from 9am - 4pm at the **Corner Brook Curling Club**, 3 Canada Games Place. Prospective candidates are asked to book an appointment for nomination by contacting 637-1535 or elections@cornerbrook.com. Candidates will also be required to complete a Tax Clearance Certificate Request Form at least two days prior to their nomination appointment to confirm that they are not in arrears of taxes or other charges owing to the City. The form will have to be completed and verified by our Treasury Division prior to nomination.

A confirmed list of candidates will be posted for public notice after the nomination period has closed.

For anyone interested in running for Council, check out www.cornerbrookvotes.com for our candidates manual and more information about running for council.

Vote by Mail

Vote by Mail applications are open and voters can now register for a vote by mail kit online at www.cornerbrookvotes.com and/or in-person at City Hall. The deadline to apply for a vote by mail kit to be mailed to you is September 14th. After this date, voters can still apply for a kit, up to 20 September, **but** will be required to pick up the kit at City Hall.

Included in the vote by mail kit will be a:

- Voter Declaration Form
- Return Envelope

- Secrecy envelope
- Ballot

The Voter declaration form provides instructions on how to complete the ballot and return it by pre-paid postage in the mail or in the drop box located at City Hall. The completed ballot must be placed in the secrecy envelope provided and then sealed. This will ensure that the vote is kept secret and does not identify the voter. Ballots will not be opened or counted until after 8 pm on Election Day.

The deadline to deposit the Return Envelope in the mail is September 20th, 2021; and the deadline to drop off Return Envelope in the secure drop box at City Hall is September 27th @ 12 noon.

Vote by Mail is a safe, secure and is an accessible method of voting in this year's municipal election - register today!

Other Voting Options

The advanced polls this year will be at the **Corner Brook Curling Club**, 3 Canada Games Place. The dates for the advanced polls are:

- Tuesday, September 21st, 8am - 8pm
- Saturday, September 25th, 8am - 8pm

Election Day - September 28th, 2021 8am - 8pm

Polling Stations:

- All Saints Church Hall, 44 Clarence Street
- Corner Brook Civic Centre, 1 Canada Games Place
- St. John's The Evangelist Church Hall, 25 Main Street
- St. Mary's Church Hall, 456 Curling Street
- St. Michael's Church Hall, 16 Park Drive

City Clerk
Legislative Assistant

Approved - 20 Aug 2021
Approved - 20 Aug 2021

City Manager



Request for Decision (RFD)

Subject: Ultimate Recipient Gas Tax Agreement Funding Amendment 2019-2024

To: Rodney Cumby
Meeting: Regular Meeting - 23 Aug 2021
Department: Finance and Administration
Staff Contact: Dale Park, Director of Finance & Administration
Topic Overview:
Attachments: [2019-2024 revised ultimate Recipient Gas Tax Amendment letter August 2021 Redacted](#)

BACKGROUND INFORMATION:

The Federal government announced in the 2021 Budget a one-time increase in the gas tax allocation for 2021-22. The previous amount allocated for 2021-22 was \$877,492, and it has now been increased by \$839,340 to \$1,716,832. The letter is required to be signed and provided to Municipal and Provincial Affairs with a resolution of Council by September 30, 2021.

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the letter to the Province of Newfoundland and Labrador for the amended gas tax fund allocations for 2019-2024 for the Ultimate Recipient Gas Tax Agreement in the amount of \$6,135,329.

FINANCIAL IMPACT:

The gas tax funds have been used for the City's annual asphalt program. Council may decide to amend any allocation through a revised Capital Investment Plan.

Budget Code: Asphalt program

Finance Type: Capital

RECOMMENDATION:

It is staff's recommendation to accept the amendment to the Ultimate Recipient Gas Tax Agreement for the additional funding.

Director of Finance & Administration Approved - 16 Aug 2021
 Legislative Assistant Approved - 18 Aug 2021

City Manager



Government of Newfoundland and Labrador
Department of Municipal and Provincial Affairs

AUG 06 2021

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

Dear Mayor:

Ultimate Recipient Gas Tax Amendment

As announced in the recent 2021 Federal Budget I am pleased to inform you of an increase in the funding for the Federal-Provincial Administrative Agreement on the Federal Gas Tax Fund for 2019-2024.

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

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

The Top-up Allocation amount of \$839,340.00 is included in the 2021-2022 Allocation below.

Distribution of Gas Tax with Base Allocation + Per Capita					
2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Total
\$1,786,021	\$839,340.00	\$1,716,832	\$877,492.00	\$915,644.00	\$6,135,329.00

We ask that you sign the letter below in the space indicated and return it, along with a Resolution of Council accepting the funding to the Gas Tax Secretariat, Department of Municipal and Provincial Affairs by **September 30, 2021**. If the town chooses not to avail of this Gas Tax funding, please return the letter unsigned with a Resolution of Council indicating the refusal of Gas Tax funds.

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

Please note that all funding is subject to the availability of provincial budgetary appropriations for the fiscal year in which a payment is to be made.

P.O. Box 8700, St. John's, NL, Canada A1B 4J6 ☎ 1 877 729 4393 📠 709 729 3605 E-Mail: gastax@gov.nl.ca



Government of Newfoundland and Labrador
Department of Municipal and Provincial Affairs

Should you have any questions or concerns regarding this, please contact the Gas Tax Secretariat at 1-877-729-4393 or by email: gastax@gov.nl.ca.

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

Sincerely,

HON. KRISTA LYNN HOWELL, MHA
Minister

Date: AUG 06 2021

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

Date: _____



Request for Decision (RFD)

Subject: Lease Agreement - Corner Brook Curling Association Inc.

To: Rodney Cumby
Meeting: Regular Meeting - 23 Aug 2021
Department: Finance and Administration
Staff Contact: Dale Park, Director of Finance & Administration
Topic Overview:
Attachments: [Curling Club - DRAFT 08-13-2021](#)

BACKGROUND INFORMATION:

The current lease with the Corner Brook Curling Club Association Inc. for the curling club facility located adjacent to the Corner Brook Civic Centre expires on September 30, 2021. The City and the Curling Club Association are interested into entering into a new lease. The Curling Club Association has asked for a one year lease. The new lease will be similar to the previous lease, with a few minor adjustments. The lease rate for the 2021-2022 season will be \$12,000 plus HST.

PROPOSED RESOLUTION:

It is RESOLVED to approve the signing of the lease agreement between the City of Corner Brook and the Corner Brook Curling Association Inc. for the period October 1, 2021 to September 30, 2022.

FINANCIAL IMPACT:

Lease revenue of \$12,000.

Budget Code: 01-050-0560-45700

Finance Type: Budget

Legal Review: Yes

RECOMMENDATION:

It is staff's recommendation to sign the lease as presented. It has been reviewed and discussed with the Curling Association.

Director of Finance & Administration Approved - 16 Aug 2021
 Legislative Assistant Approved - 19 Aug 2021

City Manager

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of _____, 2021.

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

AND: **CORNER BROOK CURLING ASSOCIATION INC.**, a body corporate duly registered with the Registry of Companies in the Province of Newfoundland and Labrador (hereinafter referred to as “the Tenant”)

WHEREAS the Landlord is the owner of property known as the Corner Brook Curling Club located on Grenfell Drive in the City of Corner Brook, Province of Newfoundland and Labrador and described in “Schedule A” annexed hereto (hereinafter referred to as “the Property”);

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

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

Definitions:

1. The following terms when used herein shall have the following meanings:
 - a. “Regular Maintenance” is maintenance that is not covered under the builder’s warranty and that costs less than One Thousand (\$1000.00) dollars or is maintenance or operating costs for the ice plant and related equipment; and
 - b. “Major Maintenance” is maintenance that costs more than One Thousand (\$1,000.00) dollars, but does not include maintenance and operating costs for the ice plant and related equipment.

Demised Property:

2. The Landlord doth lease unto the Tenant and the Tenant doth lease and take from the Landlord, for the purpose of operating a curling rink, upon the terms and conditions set out in this Agreement, the Property described in “Schedule A” annexed hereto, and portions thereof as follows:

- a. From the first (1st) day of October each year until the fifteenth (15th) day of April each year the whole Property; and
- b. From the sixteenth (16th) day of April each year until the thirtieth (30th) day of September each year the portion of the Property containing an office and annexed storage area, hereinafter referred to as "the Office" and shown in red outline on a floor plan sketch attached hereto as "Schedule B".

The Landlord and Tenant may mutually agree to extend the period that the Tenant occupies the Property under 1 (a) in any given year. In the event of such an extension, all terms and conditions of this agreement that apply to the period set out in 1(a) above shall continue to apply in full force and effect during the period of extension.

Term:

3. The term of lease shall be a period of one (1) year commencing on October 1st, 2021 and terminating on September 30th 2022 subject to the rights of termination as set out in clauses 11, 12, and 13 of this Agreement.

Payments:

4. For the first year of this term of lease the Tenant shall pay the Landlord rent in the amount of Twelve Thousand dollars (\$12,000.00), payable in full on the fifteenth (15th) day of January 2022 for the period ending April 15th 2022.
5. In addition to the rent, the Tenant shall reimburse the Landlord for all utility and heating charges associated with the Property for October 1st through April 15th each year, commencing on the date of first occupancy, and for any additional periods when the Tenant is occupying the Property. Utility reimbursement shall be made in full within ten (10) days of the Landlord providing the Tenant with a copy of a utility bill.
6. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Landlord on outstanding balances owed to the City of Corner Brook as approved by the Landlord in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2021 budget of the Landlord is 10.5% per annum.
7. The Tenant agrees to provide to the Landlord its financial records, kept in accordance with generally accepted accounting principles and detailing all revenue and expenditures and all fee structures pertaining to its use of the Property, on or before the thirtieth (30th) day of June each year during the term of lease and during any over holding of the lease.

Furnishings and Appliances:

8. Subject to Article 27 herein, the Tenant shall supply its own furnishings and appliances which may remain in the Property year-round and shall be at the risk of the Tenant.

Joint Inspection:

9. The Landlord and the Tenant shall each appoint one representative who shall meet and jointly conduct a review of the Property and contents at the following times:
- a. on commencement of lease;
 - b. on termination of lease;
 - c. on the 15th day of April each year during the lease; and
 - d. on the 1st day of October each year during the lease

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

Overholding:

10. In the event that the Landlord permits the Tenant to remain in occupation of the Property without objection by the Landlord and after the expiration of the term and any extension or extensions thereof, the Tenant shall be deemed to be a tenant from month to month at a monthly rental of One Thousand Eight Hundred and Fifty dollars (\$1,850.00) payable on the first (1st) day of each month, and otherwise upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy. For further clarification, at any time after expiry of the term of this lease, without showing any cause, the Landlord may terminate the Tenants' lease and occupation of the Property by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto providing thirty (30) days' notice.

Termination and Default:

11. Notwithstanding the term of lease set out in clause 3 of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule D annexed hereto (with such changes as necessary) at least one (1) year prior to the date on which the Property will be vacated. In the event that it is not possible for the Tenant to provide a full year Notice, the Tenant shall pay to the Landlord a penalty in the amount of one full year of rent.
12. Notwithstanding the term of lease set out in clause 3 of this agreement, if at any time the Tenant has not paid rent or is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate

re-entry in the Property and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule C annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Property, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the Property shall be forfeited and become the property of the Landlord as liquidated damages without compensation therefor to the Tenant.

13. In case of damage to the Property by fire, lightning or tempest, restricting the continued use of the Property, and the Landlord, instead of rebuilding or making the Property fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 3 herein, determine this lease on giving to the Tenant within thirty (30) days after the damage notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Property to the Landlord. The Landlord agrees to give the Tenant an opportunity to put forward its position on whether or not the Landlord shall rebuild or make the Property fit for the purpose of the Tenant prior to making its decision, provided that the final decision shall be in the sole and absolute discretion of the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.
14. Upon termination of the Tenant's occupation of the Property in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant.
15. Upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this Agreement within five (5) days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Property and fulfill such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefor reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents the Landlord from electing to terminate this tenancy for default as set out in clause 12 of this Agreement.
16. On the Landlord's becoming entitled to re-enter the Property under any of the provisions of this lease, the Landlord, in addition to all other rights, may do so as the agent of the Tenant, using force if necessary, without being liable for prosecution therefor, and may relet the Property as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of all property on the Property and sell it at public or private sale without notice and apply the proceeds of sale and rent derived from reletting the Property upon account of the Rent under this lease, and the Tenant is liable to the Landlord for any

deficiency.

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

Quiet Enjoyment:

18. Subject to the rights of re-entry in clauses 15 and 19(w) of this agreement and subject to any necessary re-entry due to an emergency pertaining to the Property (including but not limited to water or fire emergencies), the Landlord covenants with the Tenant for quiet enjoyment.

Tenant's Covenants:

19. The Tenant covenants with the Landlord:

- a. To pay rent and reimburse the Landlord for utilities and heating;
- b. To pay all public and private utility providers any amounts owing by the Tenant including but not limited to telephone, fax lines, and internet access incurred during the Term of this lease;
- c. To be responsible for the Regular Maintenance of the Property;
- d. In addition to the Regular Maintenance, to pay and arrange all regular Property operations maintenance, repair and operating expenses, including snow removal, salting and sanding of ice, (including but not limited to snow and ice accumulations on the parking lots, entrances, and roof) and landscaping maintenance and repairs associated with the Property. For greater clarity, the Tenant is responsible for all maintenance, operating, capital and repair costs of any fixture or equipment necessary for the operation of the facility as a curling club. The Tenant is responsible for all costs associated with the operation, maintenance, replacement, or repair of the ice plant and related equipment;
- e. To pay the cost of preparing, maintaining and removing the ice surfaces at such times and for such periods as are reasonable and necessary for the intended use of such surfaces;
- f. To regularly and thoroughly clean the Property;
- g. To advise the Landlord forthwith in writing of any Regular Maintenance or Major

Maintenance required, providing full details thereof including the nature and magnitude of the problem, the recommended remedy to deal with it, and the anticipated cost thereof;

- h. Not to do or suffer any waste or damage, disfiguration or injury to the Property or the fixtures and equipment therein or permit or suffer any overloading of the floors thereof; and not to use or permit the use of any part of the Property for any dangerous, noxious or offensive trade or business and not to cause or maintain any nuisance on the Property;
- i. To vacate the Property on request of the Landlord in accordance with clauses 11, 12, and 13 of this Agreement;
- j. To not make any changes to the Property, except in accordance with plans submitted to and approved by the Landlord;
- k. To keep the Property in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in or on the Property;
- l. To use the Property only for the purposes of operating a curling rink;
- m. Not to transfer, assign or sublet their rights under this Agreement without first obtaining written permission of the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting;
- n. Except as otherwise agreed herein, not to erect any signs, advertisements, or other structure on the Property without first obtaining the written consent of the Landlord;
- o. To ensure that nothing is done or kept at or on the Property which is or may be a nuisance or which causes damage to or interference with normal usage of the Property or any adjoining property;
- p. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Property and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- q. To keep the Property smoke-free and scent-free;
- r. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within the timeframe set out in the Notice to Quit, any fixtures and chattels

belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Property in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;

- s. To provide the Landlord with access to the Property in accordance with clauses 15 and 19 (w) of this agreement;
- t. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as if the Tenant were an Agent of the Crown;
- u. Subject to the Landlord's responsibility for Major Maintenance set out in clause 20 (d) herein, to repair and keep repaired the Property in substantially the same condition as of the commencement of lease on October 1st, 2021, reasonable wear and tear through normal use and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Property in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted;
- v. To permit the Landlord or its agents to enter upon the Property at any time for the purpose of making repairs, alterations or improvements to the Property, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Property, including but not limited to keys and access codes;
- w. The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Property at any time during the Term is exempt from levy by distress;
- x. To remove any signage forthwith upon receipt of notice from the Landlord to remove same;
- y. Not to refer to the Property by any name other than that designated from time to time by the Landlord;
- z. Not to permit any of the moveable equipment, property or assets being leased to it as part of the Property to be rented or sub-leased to any other party whereby they would be removed from the Property without the written consent of the Landlord;

and

- aa. To continuously operate the Property including the ice surfaces at such times and during such periods as are comparable to other facilities in the Provinces of Atlantic Canada similar in structure and quality as the Property; and

Landlord's Covenants:

20. The Landlord covenants with the Tenant:

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this agreement;
- b. To maintain and pay for real property insurance in respect of the Property and the equipment owned by the Landlord and located on the Property or used on or in connection therewith;
- c. To provide training to the Tenant on operation and maintenance of the ice making system;
- d. To complete such Major Maintenance that is reasonably necessary to operate the Property as a curling rink, provided that the cost of such maintenance is reasonable and does not exceed the funds allocated for the Property by Council in its annual budget ;
- e. Throughout the term of this lease, and subject to the timely payments of the Tenant for same in accordance with clause 5 herein, to provide water, heat and electricity; but the Landlord shall not be liable for the failure to provide such utilities when such failure is beyond the Landlord's control;
- f. To pay all municipal taxes and rates levied against the Property and the Tenant, provided that the Tenant is and remains a corporation without share capital under the *Corporations Act RSNL 1990 Ch. C-36* and is and remains in good standing as such with the Registry of Companies for the Province of Newfoundland and Labrador;
- g. In recognition of the revenue generation potential of advertising through signage the Landlord agrees that the Tenant may solicit and place inside the Corner Brook Curling Rink building any advertising that is developed in a professional and tasteful manner, provided that such signage is not in contravention of any Regulations of the City of Corner Brook and provided that the Tenant has not received written notice from the Landlord that it objects to and requires removal of a particular sign. In the event that the Landlord objects to signage and requires its removal, the Tenant shall remove the sign forthwith and the Landlord shall not be liable to the Tenant for any expenses or loss of revenue resulting therefrom;

- h. To make and install markers suitable for snow-clearing purposes showing the location of the edges of sod on the Property. This shall be done by the Landlord only one time on commencement of lease and thereafter shall be the responsibility of the Tenant; and
- i. To provide smoke free and scent free signage to the Tenant.

As Is:

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

Liability and Indemnity:

- 22. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Property however caused.
- 23. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by the Tenant.
- 24. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation and the *Occupational Health and Safety Act RSNL 1990 Ch. O-3*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Property or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.

25. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Property, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
26. The Tenant agrees to indemnify the Landlord for any damage to the Property or the Landlord's furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said Property by reason of the use thereof by the Tenant.
27. The Landlord agrees to indemnify the Tenant for any damage to the personal property of the Tenant, including but not limited to furnishings and appliances of the Tenant, and any part thereof due to any act of the Landlord, its agents or employees, or of any person using the said Property by reason of the use thereof by the Landlord.
28. The Tenant shall, within ten (10) days of commencing occupation of the Property and thereafter at all times during the term of lease and any over holding of lease, whether occupying the Property or the Office, at its own expense maintain in force comprehensive public liability insurance pertaining to the Property and the Tenants' use and occupation of the Property and insurance coverage with respect to the contents of the demised Property. The Tenant shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for :
 - a. Insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request;
 - b. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars per occurrence; and
 - c. Property insurance sufficient to cover the contents of the Property.

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

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

thereon.

Notices:

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

- (i) In the case of notice to the Landlord to:
City Manager
City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1
- (ii) In the case of notice to the Tenant to:
The President
Corner Brook Curling Association Inc.
P.O. Box 116
Corner Brook, NL
A2H 6C3

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

Frustration:

31. It is agreed that whenever a party is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or of any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, including but not limited to the Property becoming unfit to be utilized for the purposes for which it is being leased, the party is relieved from the fulfillment of the obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Arbitration:

32. Any dispute between the parties hereto, arising out of the provisions of this Lease shall be referred to binding arbitration in accordance with the provisions of the Arbitration Act for

the Province of Newfoundland and Labrador and in particular to one arbitrator, agreed upon by each party hereto or otherwise appointed by the Court pursuant to the said Act, and the decision of the arbitrator shall be binding upon both parties.

General:

33. Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the Landlord's rights hereunder in respect of subsequent and/or continued defaults, breaches or non-observances and does not defeat or affect in any way the rights of the Landlord herein in respect of any subsequent or continued defaults or breaches. No waiver shall be inferred from or implied by anything done or omitted by the Landlord. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.
34. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.
35. This lease and everything herein contained shall extend to and bind and may be taken advantage of by the successors and assigns, of each of the parties hereto.
36. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.
37. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged. This provision includes but is not limited to clauses 6, 19(s), 19(v), 24, 25 and 26 which shall continue to apply, notwithstanding cessation of the tenancy created by this Agreement.
38. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Property and which may be modified only by further written agreement under seal.
39. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
40. All Payments and financial disclosure required under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer at:

Director of Finance & Administration

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

41. 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.
42. Words importing the singular number shall include the plural and vice versa.
43. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of Newfoundland and Labrador, and the laws of Canada, as applicable. In the event any matter under this contract requires court action, the parties agree to attorn to the jurisdiction of the Supreme Court in the City of Corner Brook Province of Newfoundland and Labrador.
44. For purposes of this Lease, if a party is "responsible" or "bears responsibility" for an action or item, then that party agrees that it shall pay the costs of the action or item and that it shall arrange for the action or item to be undertaken.

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

SIGNED SEALED AND DELIVERED
on this ____date of _____, 2021 by The Tenant in the presence of:

Witness

Director

Witness

Director

SIGNED SEALED AND DELIVERED
on this ____date of _____, 2021 by
The Landlord in the presence of:

Witness

Mayor

Witness

City Manager

Schedule "C"

NOTICE TO QUIT

Corner Brook City Council (CBCC) hereby gives notice to *Corner Brook Curling Association Inc. (CBCA)* to quit occupation of the Property known as The Corner Brook Curling Club, Grenfell Drive, in the City of Corner Brook, Province of Newfoundland and Labrador on or before the ____ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between CBCC and CBCA dated _____.

Dated this ____ day of _____, 20__.

Signed on behalf of CBCC by:

City Manager - City of Corner Brook



Request for Decision (RFD)

Subject: Pratt Street Phase 3 Land Sale

To: Dale Park
Meeting: Regular Meeting - 23 Aug 2021
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To approve the City land located off Pratt Street
Attachments: [C-01 C-02 SITE PLAN AND ALIGNMENT PLAN REVISED 2021-C-01 SITE PLAN \(2\)](#)
[Pratt Street Sub Land](#)
[PS Agg-LAS revised August 12-2021](#)
[Mortgage-LAS revised August 12-2021](#)

BACKGROUND INFORMATION:

Land Management was approached by 52453 Newfoundland and Labrador Limited who requested to purchase City land to complete the next phase of the subdivision located near Pratt Street. The City obtained this land from Newfoundland and Labrador Housing Corporation in 2003 and is currently vacant and covered with natural vegetation. The approximate area is 5.23 Acres with two (2) access points between 59/65 Pratt Street and between 75/79 Pratt Street.

According to City Policy the land must be sold through the public tendering process, unless otherwise directed by Council.

52453 Newfoundland and Labrador Limited completed the previous two (2) phases of Pratt Street and also owns a portion of land that is required to develop off the access point between 75/79 Pratt Street. Based on the drawing submitted by 52453 Newfoundland and Labrador Limited, the proposed subdivision will have a total of 23 lots with another access point to allow for future development. Due to 52453 Newfoundland and Labrador Limited owning a portion of land that would allow development off the access point between 75/79 Pratt Street, it would make it difficult for another developer to develop the same land.

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the agreement of purchase and sale with 52453 Newfoundland and Labrador Limited for City land located near Pratt Street

FINANCIAL IMPACT:

The City receives revenues from the sale (\$105,400) and it will generate future property taxes.

GOVERNANCE IMPLICATIONS:

Policy
 Other
 City of Corner Brook Policy

07-08-05 & 07-08-08

Legal Review: Yes

LEGAL REVIEW:

Purchase and Sale Agreement and the Mortgage document was reviewed by the City Solicitor

RECOMMENDATION:

Staff recommends Council approve the execution of the agreement of purchase and sale with 52453 Newfoundland and Labrador Limited for City land located near Pratt Street

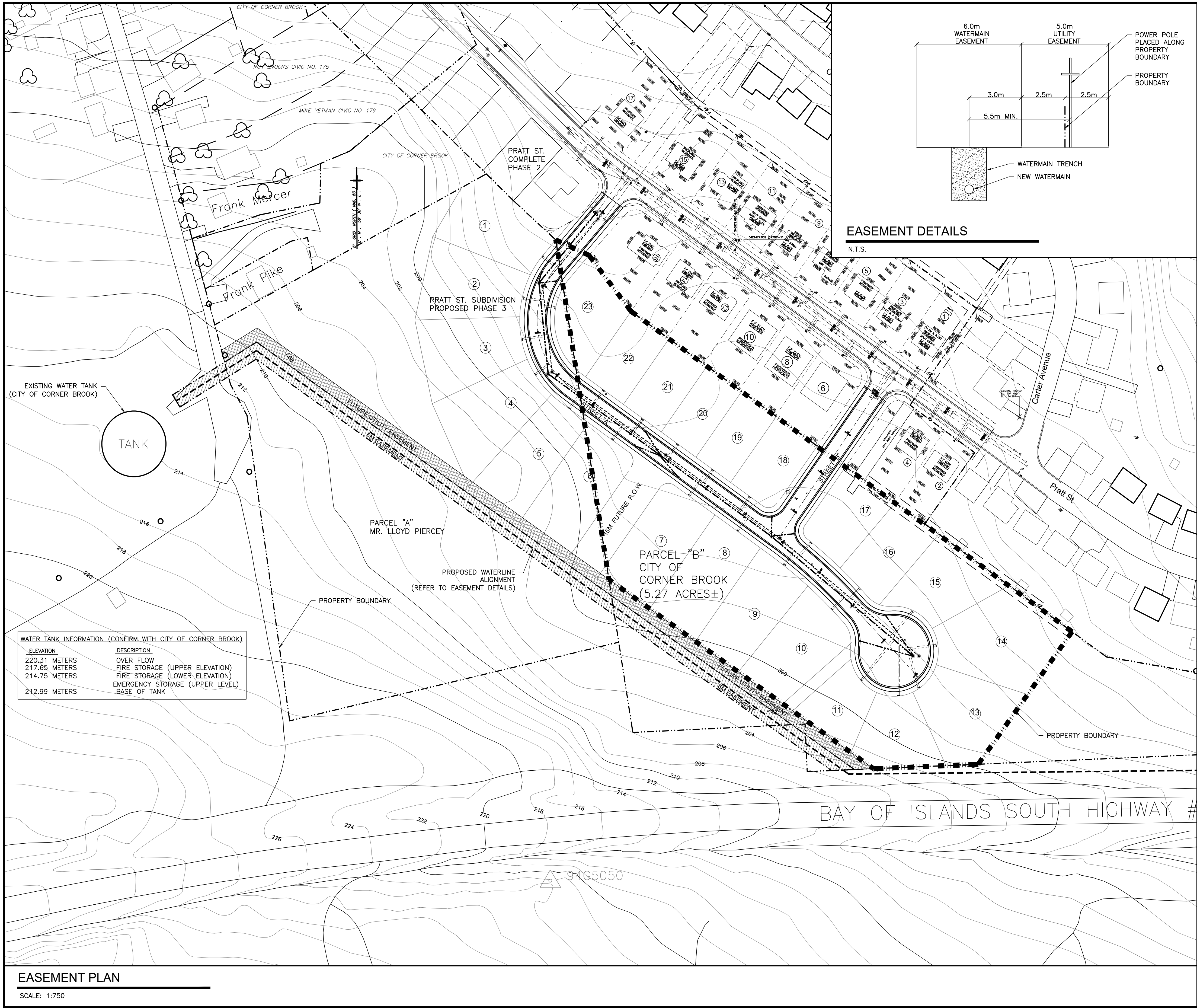
ALTERNATIVE IMPLICATIONS:

1. Sell the land to 52453 Newfoundland and Labrador Limited
 - a. Land will be sold and developed in accordance to the preliminary drawing submitted by 52453 Newfoundland and Labrador Limited
2. Don't sell the land
 - a. City will maintain control of the land and will not be developed at this time.

Director of Finance & Administration	Approved - 19 Aug 2021
Legislative Assistant	Approved - 19 Aug 2021

City Manager

181582



permit: <div>PROVINCE OF NEWFOUNDLAND PERMIT HOLDER This Permit Allows ANDERSON ENGINEERING CONSULTANTS LTD. To practice Professional Engineering in Newfoundland and Labrador. Permit No. as issued by APEON_50292... which is valid for the year 2021...</div>										
stamp: <div>REGISTERED PROFESSIONAL ENGINEER W. J. ANDERSON PRELIMINARY SIGNATURE DATE 26/05/21 PROVINCE OF NEWFOUNDLAND</div>	designed by: W.J.ANDERSON checked by: W.J.ANDERSON approved by: W.J.ANDERSON date: 26/05/21									
NOTES:										
<table><tr><td>NO.</td><td>REVISION</td><td>DATE</td></tr><tr><td>A</td><td>A - DETAIL / SECTION NO.</td><td></td></tr><tr><td>B</td><td>B - DWG. NO. WHERE DETAILED</td><td></td></tr></table>		NO.	REVISION	DATE	A	A - DETAIL / SECTION NO.		B	B - DWG. NO. WHERE DETAILED	
NO.	REVISION	DATE								
A	A - DETAIL / SECTION NO.									
B	B - DWG. NO. WHERE DETAILED									
<div>anderson engineering consultants ltd. civil, structural, municipal, environmental engineers and project managers</div> <div>SUITE 103, 3 UNION STREET CORNER BROOK, NEWFOUNDLAND CANADA, A2H-5M7 TEL: (709) 634-9944, FAX: (709) 634-9945</div>										
CLIENT: 52453 NL LTD. P.O. BOX 293 CORNER BROOK, NL. A2H 6C9										
PROJECT: PRATT ST. SUBDIVISION PROPOSED PHASE 3 CORNER BROOK, NL.										
DRAWING TITLE: PROPOSED 6 METER WATERLINE EASEMENT FOR NEW HOSPITAL SITE										
DRAWN BY: J.R.	DATE: 03/05/21									
DEVELOPED BY: W.J.ANDERSON	SCALE: AS SHOWN									
PROJECT NO: 181582										
DRAWING NO: C-01	REV NO: 00									

Schedule "A"



LEGEND

Location of Land



NOTES

1. Unless otherwise noted, all dimensions are in metres.
2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



Pratt Street



DRAWN BY:

DATE:
06-03-2021

SCALE:
1:1500

FIGURE:
1

APPROVED BY:
BDUFFY

COORD SYS:
NAD 1983 MTM ZONE 3

ZONE:
RMD

REVISION:
0

Project Path: \\Land Management\Subdivisions\Pratt Street Phase 3\Pratt Street.apx

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of _____, 2021

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 "Seller")

AND **52453 NEWFOUNDLAND AND LABRADOR LIMITED**, a body corporate duly registered to conduct business in the Province of Newfoundland and Labrador, (hereinafter referred to as the "Buyer")

WHEREAS the Seller owns property near Pratt Street in the City of Corner Brook, Province of Newfoundland and Labrador;

AND WHEREAS the Seller desires to sell the property for the purpose of development of the land in a manner that will benefit the City and its residents;

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

PROPERTY AND PURCHASE PRICE

1. The Seller hereby agrees to sell and the Buyer agrees to purchase the property near Pratt Street in the City of Corner Brook, Province of Newfoundland and Labrador containing an area of approximately 5.3 acres and more particularly described in the sketch marked as Schedule "A" and annexed hereto (hereinafter referred to as the "Property"); at a purchase price of One Hundred and Five Thousand Four Hundred Dollars (\$105,400.00) plus taxes (hereinafter referred to as the "Purchase Price") on the following terms and subject to the provisions in clause 15 regarding adjustments and harmonized sales tax (HST).
2. The Buyer agrees to pay 50% of the Purchase Price in the amount of Fifty-Two Thousand Seven Hundred Dollars (\$52,700.00) on the closing date with the remaining 50% of the Purchase Price to be paid in full within one (1) year of closing. The Buyer also agrees to execute a first mortgage to the Seller as security for payment of the remaining 50% of the Purchase Price in the amount of Fifty-Two Thousand Seven Hundred Dollars (\$52,700.00) in the form annexed hereto as Schedule "B".

DEPOSIT

3. The Buyer submits with this offer the sum of Ten Thousand Five Hundred and Forty Dollars (\$10,540.00) payable to the Seller as a deposit to be held in trust, pending completion or other termination of this agreement and to be credited towards the Purchase Price on completion.

The balance of the Purchase Price is to be paid in two installments as prescribed in Clause 2 above.

4. It is understood and agreed that if the Buyer does not complete this agreement with the terms thereof, the Buyer will forfeit the above deposit in addition to any other claim which the Seller may have against the Buyer for their failure to so complete.

CLOSING

5. This agreement shall be completed on or before the 23rd day of September, 2021(hereinafter called the "closing" or "closing date").

TITLE SEARCH

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

CONVEYANCE

7. The conveyance of the Property which is the subject of this agreement shall be by warranty deed, drawn at the expense of the Seller, to be delivered on payment of the Purchase Price to the Buyer's lawyer on the closing date. The Property is to be conveyed subject to any existing right of ways or easements located on and under The Property which shall include but not be limited to waterlines, sanitary and storm sewer systems. The Buyer agrees to register the Deed with the Registry of Deeds for Newfoundland and Labrador forthwith after closing and to pay any costs of registration. In the event that the Buyer does not retain a lawyer to represent the Buyer on this purchase the Buyer agrees that the cost of registration of the Deed will be added to the Purchase Price payable by the Buyer to the Seller on closing and the Seller will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Seller having received the Registered Deed from the Registry of Deeds.

DEVELOPMENT

8. The Buyer covenants, represents and warrants that it will develop the Property, which is the subject of this Agreement in accordance with the following documents (hereinafter called the "Contract Documents":
 - a. this Agreement;

- b. the proposal submitted by the Buyer to the Seller on _____ and the conceptual drawings annexed thereto, hereinafter referred to as the "Development" (said drawings by Anderson Engineering Consultants Ltd. dated May 14, 2021, Project No. 201691, labeled as for client "53453 NL LTD., P.O. BOX 293, CORNER BROOK, NL, A2H 6C9" and for the Project described as "PRATT ST. EXTENSION SUBDIVISION – PHASE 3, CORNER BROOK, NL" and hereinafter referred to as the "Conceptual Drawings"), a copy of which is annexed to this Agreement as Schedule "C"; and
- c. the subdivision agreement and/or subdivision permit to be issued by the City of Corner Brook and signed by the Buyer, a copy of the form(s) for which are annexed to this Agreement as Schedule "D"

In the event of a conflict between any of the Contract Documents this Agreement shall govern, followed by the subdivision permit and then the conceptual drawings.

The parties agree that the timelines set out below shall be as follows:

- a. Engineering and permitting shall be completed by _____ and ;
- b. Development shall commence on or before _____ and ;
- c. Lots shall be available for sale and residential development on or before _____.

- 9. In the event that the Buyer fails to comply with the timelines set out in clause 8 above , fails to comply with any conditions of the Contract Documents, or sells, transfers, conveys, or otherwise disposes of the Property prior to completion of the Development, then the Seller may in its sole and absolute discretion, buy back the Property from the Buyer by giving the Buyer notice in writing. The Buyer shall promptly convey the property back to the Seller for the purchase price of One Hundred and Five Thousand Four Hundred Dollars (\$105,400.00) without any additional compensation to the Buyer for work, effort, materials or improvements to the Property.
- 10. Upon being served with the notice to buy back the Property set out in clause 9 herein, the Buyer shall execute any documents as may be expediant or necessary to convey all right, title and interest in the Property together with all development then completed by the Buyer, back to the Seller free and clear of all liens, charges and encumbrances within ten (10) days of having been provided with such documentation and the Buyer shall promptly and at the Buyer's own expense forthwith remove any liens, encumbrances or other charges that may have been placed against the parcel of land during the time that the Buyer owned the parcel. Any improvements to the Property and buildings or fixtures that have been added to the Property shall vest in the Seller without further compensation therefore to the Buyer. In the event that the Buyer fails to comply with this provision, the Buyer shall pay a penalty of \$100.00 per day for each day of non-compliance and shall reimburse the Seller its solicitor client costs in the event that it becomes necessary to commence legal action to enforce the transfer of Property back to the Seller.

11. The Buyer shall obtain a Subdivision Permit from the Seller and enter into a Subdivision Agreement with the appropriate department of the City of Corner Brook, prior to or upon the Closing Date, and any construction taking place on the Property shall be in accordance with all the stipulations outlined in the Subdivision Permit and Subdivision Agreement. The Buyer shall also obtain all approvals necessary from any Department of the Province of Newfoundland and Labrador, necessary for the commencement of construction on the Property prior to the Closing Date.
12. Following the completion of the Development by the Buyer in accordance to this agreement, the Buyer shall request the Seller to inspect the Development and upon approval of the Seller the Buyer shall to transfer to the Seller at no cost to the Seller:
 - a. All land in the area proposed to be developed or subdivided which are approved and designated by the Seller for public use as streets, emergency access roads, utility right-of-ways, sidewalks or other right-of-ways for other public uses and open space owned by the Buyer and;
 - b. All services or public utilities including water supply and distribution, sanitary and storm drainage systems installed in the subdivision that are normally owned and operated by the City of Corner Brook
13. The Buyer agrees to provide a one (1) year warranty over the roadways and services constructed and/or placed by the Buyer in the Development, which warranty begins on the date of transfer of title of the roadways and services to the Seller

SURVEY

14. The Seller shall only supply the Buyer with a sketch of the Property which it has in its possession and should survey and legal description be required to complete the transaction, it shall be at the expense of the Buyer

ADJUSTMENTS AND HST

15.
 - a. The Seller shall not levy or charge any taxes, rates, or charges of any nature whatsoever against the Property while they are owned by the Buyer, provided however that when the Buyer completes the sale of a lot or a permit has been issued by the Seller for a lot, the Seller may then levy or charge taxes, rates or charges against the lot, or purchaser of the lot as the case may be, in the ordinary course.
 - b. The parties acknowledge that this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, and as such HST shall be added to the Purchase Price and remitted in accordance with the applicable legislation.

TENDER

16. Any tender of documents to be delivered or money payable hereunder may be made upon the Seller or the Buyer or any party acting on their behalf. Money paid, shall be lawful money

of Canada and paid by solicitors trust cheque, cash, or certified cheque (or their equivalent) drawn on a Chartered Canadian Bank, Trust Company or Credit Union.

AS IS WHERE IS/BUYER ACCEPT LIABILITY

17. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon and the Buyer agree to indemnify and hold the Seller harmless in relation to any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the Seller or the Property, whether foreseeable or not whatsoever arising from contaminants in or upon or originating from The Property, including but not limited to claims for loss, damage or injury (including injury resulting in death) to any person or property and any Orders or directives issued against the Seller by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.
 - a. The Buyer acknowledges and agrees that the Property is being sold and The Buyer are purchasing The Property on an "as is" basis, and The Seller shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise.
 - b. The Buyer acknowledges and agrees that the Seller make no representations or warranties of any kind express or implied that the present use or the future intended use by The Buyer are or will be lawful or permitted or as to the suitability of The Property for development

SURVIVE CLOSING

18.
 - a. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued but not been properly satisfied or discharged. The Buyer acknowledges and agrees that the provisions in this agreement for indemnifying and saving harmless the Seller from liability shall survive the Closing or other termination of this agreement.
 - b. All warranties, representations, indemnities, and "save harmless" provisions contained in this agreement shall survive closing unless otherwise stated in this agreement.

OVERDUE PAYMENTS

19. In the event that the Buyer does not pay any amounts owing to the Seller under the provisions of this Agreement within thirty (30) days of the Seller having provided notice to the

Buyer that the amount is due and owing, including but not limited to any amounts due and owing under any indemnity and save harmless provisions of this agreement, the Seller may commence legal action to collect the sums owing and the Buyer shall pay any and all costs and expenses the Seller incurs, including but not limited to the cost of the Seller' legal representation on a solicitor-client basis and compound interest on any amounts due and owing at a rate of 5% per annum commencing on the date the Seller first provide notice to the Buyer in accordance with this provision.

BINDING

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

NON-WAIVER

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

CUMULATIVE RIGHTS

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

NO COLLATERAL AGREEMENTS

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

PAYMENTS

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

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

NOTICE

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

a) In the case of notice to the Seller to:

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

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

52453 NEWFOUNDLAND AND LABRADOR LIMITED
P.O. BOX 293
CORNER BROOK, NL
A2H 6C9

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

JURISDICTION

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

SEVERABILITY

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

SIGNING

28. The parties acknowledge that each of them is signing this Agreement voluntarily without undue influence, or duress, or fraud or coercion or misrepresentation whatsoever from the other party, or from any other source, and that each party has read the Agreement in its entirety and with full knowledge of the contents thereof and does hereafter affix their signature voluntarily.

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

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

DATED AT _____ this _____ day of _____, 2021.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

CITY OF CORNER BROOK

Witness

Mayor/Deputy Mayor

Witness

City Manager/City Clerk

DATED AT _____ this _____ day of _____, 2021.

SIGNED, SEALED & DELIVERED

IN WITNESS WHEREOF I have

in the presence of:

hereunto set my hand and seal

52453 NEWFOUNDLAND AND LABRADOR LIMITED

Witness

Lloyd Piercey

THIS INDENTURE made at the City of Corner Brook, in the Province of Newfoundland and Labrador, Canada, this _____ day of _____, 2021.

BETWEEN: **52453 NEWFOUNDLAND AND LABRADOR LIMITED,** a body corporate duly registered to conduct business in the Province of Newfoundland and Labrador, hereinafter called the "Mortgagor"

of the One Part

AND **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 called the "Mortgagee"

of the Other Part

WHEREAS the Mortgagor and the Mortgagee entered into a Purchase and Sale Agreement dated the ____ day of _____, 2021, a copy of which is annexed hereto as Schedule "B", which Schedule forms part and parcel of these presents;

AND WHEREAS the Mortgagor, at the request of the Mortgagee, has agreed to execute these presents as a collateral security in the form of a first mortgage to the Mortgagee in the amount of Fifty-Two Thousand Seven Hundred Dollars (\$52,700.00) (the "Principal Sum") for performance in full of the said Purchase and Sale Agreement;

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) of lawful money of the Dominion of Canada in hand well and truly paid by the Mortgagee to the Mortgagor on or before the execution of these presents, the receipt whereof on the part of the Mortgagor is hereby acknowledged, the Mortgagor as beneficial owner, **HEREBY ASSIGNS, CONVEYS AND MORTGAGES** unto the Mortgagee **ALL THAT** piece or parcel of land being more particularly described in Schedule "A" hereto attached (hereinafter called the "Property");

TOGETHER WITH all buildings and erections thereon and appurtenances thereto;

TO HOLD the said Property with the appurtenances unto the Mortgagee forever subject to the proviso for redemption hereinafter contained;

PROVIDED THAT this Mortgage is taken as collateral security only for the due performance of the said Purchase and Sale Agreement, or such other written Agreement that may at any time be accepted in writing by the Mortgagee in renewal of or in substitution for the said Purchase and Sale Agreement or any part thereof (collectively referred to as the "Agreement") and none of the rights or remedies of the holder of the said Purchase and Sale Agreement shall be merged in or prejudiced in any way by the acceptance of this Indenture as a collateral security therefor;

AND PROVIDED ALSO that this Mortgage shall continue in full force and effect until the said Purchase and Sale Agreement has been fulfilled even though the terms of the said Purchase and Sale Agreement may hereafter be amended or the debt represented therein renewed, and nothing but the actual performance in full of the said Purchase and Sale Agreement to the satisfaction of the Mortgagee shall discharge this Mortgage.

IT IS FURTHER STIPULATED, PROVIDED AND AGREED that:

- 1. In the event of the Mortgagor selling, conveying, transferring, encumbering, or entering into an Agreement for sale, or transfer of title of the lands and premises described in Schedule "A" annexed hereto (the Property), or any portion thereof to a purchaser,

mortgagee or transferee, without having first received consent in writing from the Mortgagee, all monies secured hereunder, to wit, the sum of Fifty-Two Thousand Seven Hundred Dollars (\$52,700.00) together with accrued interest thereon at a rate of 10.5% per annum shall, at the option of the Mortgagee, forthwith become due and payable, in addition to any and all remedies available to the Mortgagee under the terms of the Purchase and Sale Agreement;

- 2. In the event that any legal action should be commenced against the Mortgagor and/or Mortgagee, its administrators, successors or assigns, in relation to the Property or a lien or encumbrance on the Property, or work done or injuries sustained on or in relation to the Property in any court or tribunal of competent jurisdiction, all monies secured hereunder, together with all accrued interest thereon, shall, at the option of the Mortgagee, forthwith become due and payable;
- 3. The Mortgagee may, at its option, satisfy any encumbrance, lien or charge now or hereafter existing or to arise or be created upon the said Property and all amounts so paid shall be added to the principal sum and be a charge on the Property in the same manner as all other moneys secured and shall bear interest at the same rate and shall be repayable forthwith, and in default of payment, the principal sum hereby secured shall become due and payable and the Mortgagee power of sale may be exercised forthwith;
- 4. upon performance in full of the said Purchase and Sale Agreement the Mortgagee shall at the expense of the Mortgagor execute a discharge of this Mortgage; and
- 5. The Mortgagor shall make performance in accordance with the provisions of the Purchase and Sale Agreement in Schedule "B" annexed hereto, and which forms part and parcel of this mortgage, but shall have the right and privilege of early completion of the development and building requirements set out therein without incurring any prepayment fee or penalty.

AND THIS INDENTURE FURTHER WITNESSETH that for the consideration aforesaid the Mortgagor **HEREBY COVENANTS WITH THE MORTGAGEE** as follows:

- 1. That the Mortgagor will well and truly comply with all provisions of the Purchase and Sale Agreement and this Mortgage;
- 2. That the Mortgagor has good title free from all encumbrances to the Property hereinbefore described **AND** that he has the right to convey the said Property to the Mortgagee **AND** that the Mortgagor will execute such further assurances of the said Property as may be requisite **AND** that the Mortgagor has done no act to encumber the said Property;
- 3. That should the Mortgagor default in performance in full of the said Purchase and Sale Agreement or be in breach of any of the covenants or provisos contained therein or herein, then in any such event the whole of the principal balance and outstanding interest then due shall *ipso facto* become due and payable upon demand and the Mortgagor covenants that in the event of such default or breach being made he will peaceably and quietly deliver up possession of the said Property free of all encumbrances to the Mortgagee; and the Mortgagee at their option, may in addition to any remedies they have under the Purchase and Sale Agreement, after fifteen (15) days written notice of demand, enter into, hold and enjoy the said lands, or may lease, sell or foreclose on the said lands ;and
- 4. That during the continuance of this security the Mortgagor will pay all taxes, rates, duties and assessments whatsoever, whether municipal, federal, provincial or otherwise now charged or hereafter to be charged upon the Property hereby mortgaged and on demand,

produce to the Mortgagee the receipt for same AND it is further agreed that if the Mortgagor shall make default in such payment the Mortgagee may, at its discretion, pay such taxes, rates, duties and assessments aforesaid and the expense of so doing shall be a charge on the Property hereby mortgaged in addition to the principal sum and with the said priority and with interest at the same rate as the said principal sum.

It is **HEREBY AGREED AND DECLARED** that:

- 1. the expression "the Mortgagor" used in these presents shall include the heirs, executors, administrators, successors and assigns of the Mortgagor, and the expression "the Mortgagee" shall include the successors and assigns of the Mortgagee, and words in the singular include the plural, and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the contest so requires; and
- 2. No extension of time given by the Mortgagee to the Mortgagor or anyone claiming under him, or any other dealing by the Mortgagee with the owner of the Property or of any part thereof shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for the payment of the money secured by the Mortgage and the Mortgage.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE each with the other:

- 1. That these presents shall be null and void upon the complete observance and performance of all covenants, provisos and conditions contained in the Purchase and Sale Agreement within the timelines stipulated therein and observance and performance of all covenants, provisos and conditions herein contained; and
- 2. That these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Mortgagor hereto has caused these presents to be executed on the day and year first before written.

SIGNED SEALED AND DELIVERED

by the Mortgagor, in the presence of:

52453 NEWFOUNDLAND AND LABRADOR LIMITED

Witness

Lloyd Piercey