



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **Monday, July 26, 2021 at 12:00 noon, Council Chambers**

CITY CLERK

Page

	1	CALL MEETING TO ORDER
	2	APPROVALS
	2.1	Approval of Agenda
3 - 5	2.2	Approval of Minutes (June 28,2021)
	3	BUSINESS ARISING FROM MINUTES
	4	TENDERS
7 - 10	4.1	Retaining Wall Replacement 2021 Consulting Services
	5	MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT
11 - 17	5.1	IMSP and Development Regulation- Text Amendment– Change a Storage Limitation
	6	REPORTS
19	6.1	City Hall Green Roof Opening
21 - 22	6.2	Council Travel Report - January - June 2021
	7	PLANNING AND DEVELOPMENT
23 - 67	7.1	Salvation Army Temple 177 O'Connell Drive (Proposed Shop).
69 - 76	7.2	Agreement with Digital Advertising Solutions DAS for the Mill Whistler Road Train Advertising Rights
	8	CAPITAL WORKS
77 - 114	8.1	Agreement IOTA Studios INC regarding Griffin Drive Artwork Project.

115 - 122	8.2	Agreement with Cangro Services Ltd regarding Griffin Drive Lot Beautification.
	9	PARTICIPARK PROJECT- FUNDING ALLOCATION
123 - 124	9.1	Participark Trail Redevelopment Funding Adjustment Request
	10	ELECTION 2021
125 - 134	10.1	Vote By Mail Regulation- Amendment
135 - 143	10.2	Election Sign Policy
145	10.3	Candidates Information Session
	11	ADJOURNMENT

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO CONFERENCE
MONDAY, 28 JUNE, 2021 AT 7:00 PM**

PRESENT:

Mayor	J. Parsons	R. Cumby, City Manager D. Park, Director of Finance & Administration
Councillors:	T. Buckle J. Carey L. Chaisson V. Granter B. Staeben	D. Charters, Director Community Engineering Development and Planning T. Flynn, Director of Protective Services D. Burden, Director of Public Works, Water and Waste Water Services J. Smith, Legislative Assistant

Absent with regrets: Deputy Mayor B. Griffin

21-83 Approval of Agenda

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

21-84 Approval of Minutes [May 31, 2021]

On motion by Councillor B. Staeben, seconded by Councillor V. Granter, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of May 31, 2021 with the following additions to the Agenda - Corner Brook Sign and Canada Day. **MOTION CARRIED.**

21-85 Business Arising From Minutes

Councillor L. Chaisson requested an update on the Steady Brook water agreement. Director of CEDP, D. Charters indicated that the eight (8) week analysis process began last week to determine the viability of providing water services to the Town of Steady Brook.

21-86 2021-14 Standing Offer – Vehicle Rentals

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to accept the quotations for vehicle rentals from Enterprise Car Rental Canada as stated in the attached document for the period of July 4, 2021 - July 3, 2022 on a standing offer basis. **MOTION CARRIED.**

21-87 Overhead Door Inspection Maintenance/Service Tender 2021-07

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to award the tender for the Overhead Door Inspection Maintenance/Service for the tender price of \$6,489.45 (HST included) to Western Locke Inc. **MOTION CARRIED.**

21-88 Asphalt Paving Program 2021 - Change Order No. 1

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** to approve Change Order No.1 between the Owner (City of

Corner Brook) and the Contractor (Marine Contractors Inc.) for an increase in the Contract price of \$606,677.90 (HST included). **MOTION CARRIED.**

21-89 Support for Experience Corner Brook Tourism Initiative

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to approve the creation and re-allocation of funds to the new Experience Corner Brook Initiative. **MOTION CARRIED.**

21-90 Lease Agreement - Forever Young Fitness Centre Limited

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to approve ratification of the two (2) year lease agreement between the City of Corner Brook and Forever Young Fitness Centre Limited with an annual lease payments of \$62,191.07 (plus HST) for the first year. **MOTION CARRIED.**

21-91 Election Management Services Agreement

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve execution of the agreement with Comprint Systems Incorporated (Datafix) for Election Management Services for the 2021 municipal election at the total contract price of \$23,450.00 (plus HST and incremental cost of the VBM fulfillment). **MOTION CARRIED.**

21-92 Advance Poll Dates

On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** in accordance with Section 26 of the Municipal Elections Act, to hold two advanced polls for the 2021 municipal election on Tuesday, September 21st, 2021 and Saturday, September 25th, 2021 from 8:00 a.m. and 8:00 p.m. **MOTION CARRIED.**

21-93 Corner Brook Sign – Majestic Lawn

Councillor L. Chaisson brought up a resident complaint that she received regarding people climbing on the new sign, citing safety and damage concerns.

21-94 Canada Day

Mayor J. Parsons pointed out that July 1st in Corner Brook is both Memorial Day and Canada Day. Due to COVID-19 restrictions and in recognition of the recently discovered unmarked graves of Indigenous children at former residential schools, the City will be taking a scaled back approach to Canada Day celebrations. Events going ahead include flag raising, a War Memorial wreath laying, and the Margaret Bowater Park pool and splash pad will open. Additionally, the Mill Whistler road train will run, and a virtual scavenger hunt will occur. Fireworks will be reserved for a later date.

ADJOURNMENT

There being no further business the meeting adjourned at

City Clerk

Mayor



Request for Decision (RFD)

Subject: Retaining Wall Replacement 2021 Consulting Services

To: Darren Charters
Meeting: Regular Meeting - 26 Jul 2021
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [DMG - Retaining Wall Replacement](#)

BACKGROUND INFORMATION:

The City of Corner Brook requested fee proposals for prime consulting services for engineering design, contract administration, and inspection services required for the removal and replacement of (3) three separate retaining walls with a gravity stone type retaining structure. Locations are 200 Petries Street, 21 East Avenue, and 55 gibbons Avenue, Corner Brook. The existing stone retaining walls are over 40 years old and are collapsing. The wall supports the streets in each of the areas and a failure will impact the street and buried infrastructure. S

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook approve the Consultant Fee Proposal from DMG Consultants Ltd. in the amount of \$43,125 (HST Included), for the consulting services related to the Retaining Wall Replacement.

FINANCIAL IMPACT:

Multi-Year Capital Works 2021-2023

Finance Type: Capital

Director of Community, Engineering, Development & Planning Approved - 19 Jul 2021
 Executive Assistant Approved - 22 Jul 2021

 City Manager

CONSULTANT FEE PROPOSAL

Project Name	Retaining Wall Replacement
Project Representative	James Warford, P.Eng
Firm	DMG Consulting LTD.
Date Submitted	July 8,2021

Consultant Fee Proposal

	Fee
<u>Project Scope of Work</u>	
Preliminary/Concept Design	\$3570.00
Design and Contract Documents	\$6480.00
Tendering and Contracts Award	\$1400.00
Contract Administration	\$4250.00
Project Completion Phase and Record Drawings	\$900.00
<u>Other Additional Services (at cost) - List Additional Required Services as required:</u>	
Service: Resident Inspection During Construction	\$18,400.00
Service: Project Expenses for Professional Services	0
Total Basic and Other Services Fees (excluding HST)	\$35,000.00
Additional Reimbursable Allowances per PCA	\$2500.00
Sub – Total (excluding HST)	\$37,500.00

Note:

1. For the purposes of this quotation, Resident Inspection is assumed to be **40 days** @ 10 hours per day.
2. Additional Reimbursable Allowances **\$2500** is to be used to cover costs of Environmental Permit and Materials Testing.

CONSULTANT FEE PROPOSAL

Project Name	Retaining Wall Replacement
Project Representative	James Warford, P.Eng
Firm	DMG Consulting LTD.
Date Submitted	July 8,2021

Hourly Rates for this Project

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

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

Changes to the project team shall not be made without written approval from Department of Transportation and Infrastructure – Municipal Infrastructure

Professional	Rate	Assigned Team member
Senior Engineer	\$175.00	[REDACTED], Project Manager/Civil Engineer
Senior Engineer	\$110.00	[REDACTED], Contract Admin
Junior Engineer		
Senior Architect		
Architect		
Architect Intern		
Senior Technologist		
Intermediate Technologist		
Junior Technologist		
Senior Technician		
Intermediate Technicians	\$60.00	[REDACTED] ?
Intermediate Technician/Inspector	\$44.00	[REDACTED] r [REDACTED]
Administrator	\$45.00	[REDACTED] i [REDACTED] s
Other:		

Schedule

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

☐ We propose the following schedule:

Addendum

☒ We acknowledge receipt of 1 addendums issued for this project.

CONSULTANT FEE PROPOSAL

Project Name	Retaining Wall Replacement
Project Representative	James Warford, P.Eng
Firm	DMG Consulting LTD.
Date Submitted	July 8,2021

Other Comments

Recent relevant projects include gravity stone walls at Millbrook Mall and Town of Mount Moriah Town Hall.

Consultant Representative

Don. J. DiCesare, P.Eng.

Name

Signature

Senior Project Engineer

Title



Request for Decision (RFD)

Subject: Approval to Initiate Section 14 – Public Consultation MP/DR 21-01 – Text Amendments to the IMSP and DR to Change a Storage Limitation

To: Deon Rumbolt
Meeting: Regular Meeting - 26 Jul 2021
Department: Development and Planning
Staff Contact: Randa James, Supervisor of Planning
Topic Overview: The principal purpose of the Amendments are to allow Council to consider approval of an increase to the storage capacity limitation for 24 White Lakes Drive, within the Burnt Lake Industrial Park, which is the location of the Superior Propane tank storage facility. This proposal requires text amendments to both the Integrated Municipal Sustainability Plan (IMSP) and Development Regulations (DR).
Attachments: [Attachment A - Letter from Applicant](#)
[Attachment B - Amendments](#)
[Attachment C- Proposed Upgrade Site Plan](#)
[Attachment D - Public Receptors Drawing](#)

BACKGROUND INFORMATION:

The Applicants are proposing to add two additional Propane Storage Tanks at this site to increase their total site capacity to 621,000 litres or 164,000 USWG (United States Water Gallons) from the current limitation of 341,000 litres or 90,000 USWG. The requested increase is the result of supply issues related to local refinery closures which have affected Superior Propane's ability to acquired the majority of their supply. Text amendments are required to support this proposed development.

The property at 24 White Lakes Drive is zoned Light Industrial (LI) where Heavy Industry uses are Discretionary but subject to the above noted storage capacity limitation. The existing site can accommodate the increased storage and meet requirements. Service NL and Corner Brook Fire Services (CBFS) support the proposed change in storage capacity, even with such a large volume of propane, the overall hazard risk, with all the current safety measures and plans that they have in place, is considered to be low.

In order to improve the firefighting capacity, CBFD have asked that Superior Propane provide CBFD with a 1250gpm ground monitor equipped with 4 inch Storz Connection within 6 months of approval. CBFD will provide specifications. Superior Propane has agreed to provide this equipment as requested.

The Applicant has provided a letter (Refer to Attachment A) giving additional information associated with the safety hazard of the increased storage. The following is a quote from the Owner's letter:

“The proposed storage increase is in the interest of the public and will not result in any additional impact to the surrounding properties with respect to quality of property, or posing a threat to human health, safety or welfare. The storage increase does not appear to be contrary to the general intent or purposes of the Integrated Municipal Sustainability Plan.”

City Staff are requesting that Council authorize staff to initiate a Public Consultation

PROPOSED RESOLUTION:

The Corner Brook City Council RESOLVES 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, Newfoundland.

RECOMMENDATION:

Initiate public consultation as per section 14 of the *Urban and Rural Planning Act*.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook authorizes staff to move forward a public Consultation.
2. That the Council of the City of Corner Brook authorizes staff to not move forward a public Consultation.
3. That the Council of the City of Corner Brook provides other direction to Staff.

	Approved - 20 Jul 2021
Director of Community, Engineering,	Approved - 20 Jul 2021
Development & Planning	
Executive Assistant	Approved - 20 Jul 2021

City Manager



November 3, 2020

Planning Division
City of Corner Brook
5 Park Street PO Box 1080
Corner Brook, Newfoundland and Labrador
A2H 6E1

RE: Propane Bulk Storage Capacity Upgrade at 24 White Lakes Drive, Corner Brook, NL

We request that the City of Corner Brook review this application with urgency considering the great uncertainty for the supply of propane to Newfoundland for the upcoming winter season.

Superior Propane delivers propane and related services to homes and businesses across Canada. The company operates in more than 10,000 Canadian communities and is committed to ensuring the safety of these communities, its employees and customers.

Superior Propane distributes 25 million litres of propane annually to Newfoundland. We have a total of 255,000 USWG (820,500 litres of propane) of fixed bulk storage at facilities in Corner Brook, Grand Falls-Windsor, Clarendville, and St. John's. Based on current demand and all of the available storage, Superior has approximately 3 to 5 days of supply for the island.

In 2018, Superior acquired 87% of its annual supply from North Atlantic at the Come By Chance Refinery. In 2019, this number drastically reduced to 63% due to the reliability issues experienced with the refinery. With the closure of the North Atlantic Refinery this year, 100% of the propane supply will need to come from rail terminals located in Nova Scotia. Third party trucking carriers load at these rail terminals and travel on the Marine Atlantic restricted dangerous goods ferry from North Sydney to Port aux Basques.

The closure of the refinery will increase the capacity of third-party trucking required in the Atlantic Region to meet the demand. Nine additional tractor trailer B-Train deliveries will be required per week and due to the complexities of the travel route, each delivery has a greater than 24-hour turnaround in optimal weather. The turnaround can be up to 7 to 10 days in unfavourable conditions.

With the upcoming winter season fast approaching, this puts great uncertainty on the propane supply to Newfoundland. Superior proposes to add 79,000 USWG (one 30,000 USWG tank and one 49,000 USWG tank) to the existing 85,000 USWG bulk storage facility located at 24 White Lakes Drive, Corner Brook. This is the most strategic of the existing bulk storage facilities due to its proximity to the ferry and the increased storage will extend the supply an additional day. A site plan showing the general proposal of the upgraded storage is included for review.

According to the 2012 Development Regulations, last revised 17-August 2018, the current zoning for the property is Light Industrial with a Discretionary Use Class permitted for hazardous industry. This permits a total volume of storage on each lot that shall not exceed 341,000 litres or 90,000

superiorpropane.com

24 White Lakes Drive, Corner Brook, NL A2H 6T2

USWG. The proposed storage increase will bring the total volume of fixed storage to 164,000 USWG.

The land uses and public receptors surrounding the facility are limited to other light industrial (auto wreckers, truck and automotive repair garages, and trucking terminals), rural/agricultural, and environmentally protected land. The proposed storage increase is in the interest of the public and will not result in any additional impact to the surrounding properties with respect to quality of property, or posing a threat to human health, safety or welfare. The storage increase does not appear to be contrary to the general intent or purposes of the Integrated Municipal Sustainability Plan.

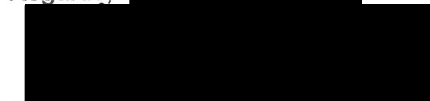
This facility is registered and has prepared an Environmental Emergency (E2) Plan that meets the federal requirements of Environment and Climate Change Canada (ECCC) E2 Regulations, 2019 (SOR/2019-51). E2 Plans are intended to address the prevention of, preparedness for, response to and recovery from environmental emergencies caused by uncontrolled, unplanned or accidental releases and to reduce any foreseeable likelihood of releases of toxic or other hazardous substances, such as propane and other substances listed in Schedule 2 of the regulations. A public receptors drawing displaying the ECCC hazardous distance is included for reference.

It should be noted that the hazard distance of 928 metres does not change with the additional storage. Under the E2 regulations, the hazard distance is calculated using the single largest tank which is the current 85,000 USWG storage tank. Adding a 30,000 USWG tank and a 49,000 USG tank does not change the hazard distance as the likelihood of an event involving all three tanks simultaneously is extremely remote. It should be noted that as the facility is located in an industrial park, there are no residential or sensitive uses (schools, hospitals, etc.) within the hazard distance.

Propane bulk storage plants are regulated and licensed under Newfoundland and Labrador Regulation 119/96 amended by 83/09 & 11/12, Boiler, Pressure Vessel and Compressed Gas Regulation, which adopts CAN/CSA-B149.1 Natural Gas and Propane Installation Code and CAN/CSA-B149.2 Propane Storage and Handling Code. The upgrade to the facility would meet or exceed these provincial requirements.

We request that the City of Corner Brook work with Superior collaboratively to support the Province's propane supply needs and work towards reaching a mutually acceptable solution in a relatively short timeframe that would allow Superior Propane to install the additional propane storage.

Regards,



Stephen Dobbelsteyn
Regional Operations Manager – Atlantic Region
Superior Propane

Attachments:

Drawing SPI-CNB-SP-02 Rev. 1 – Upgrade Site Plan, SPI-CNB-PRD Rev. 1 – Public Receptors Drawing
superiorpropane.com

24 White Lakes Drive, Corner Brook, NL A2H 6T2

Attachment B

Proposed Amendments MP/DR 21-01**AMENDMENT No. MP 21-01**

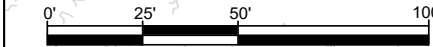
Section 4.5 Industrial Policies of the 2012 Integrated Municipal Sustainability Plan is amended by deleting item 4.3 Policies, Hazardous Industrial Areas # 26(a) and replacing it with the following policy statement:










- (a) The bulk storage of hazardous materials on each lot is to be determined and found acceptable by the Authority, in consultation with Service NL.

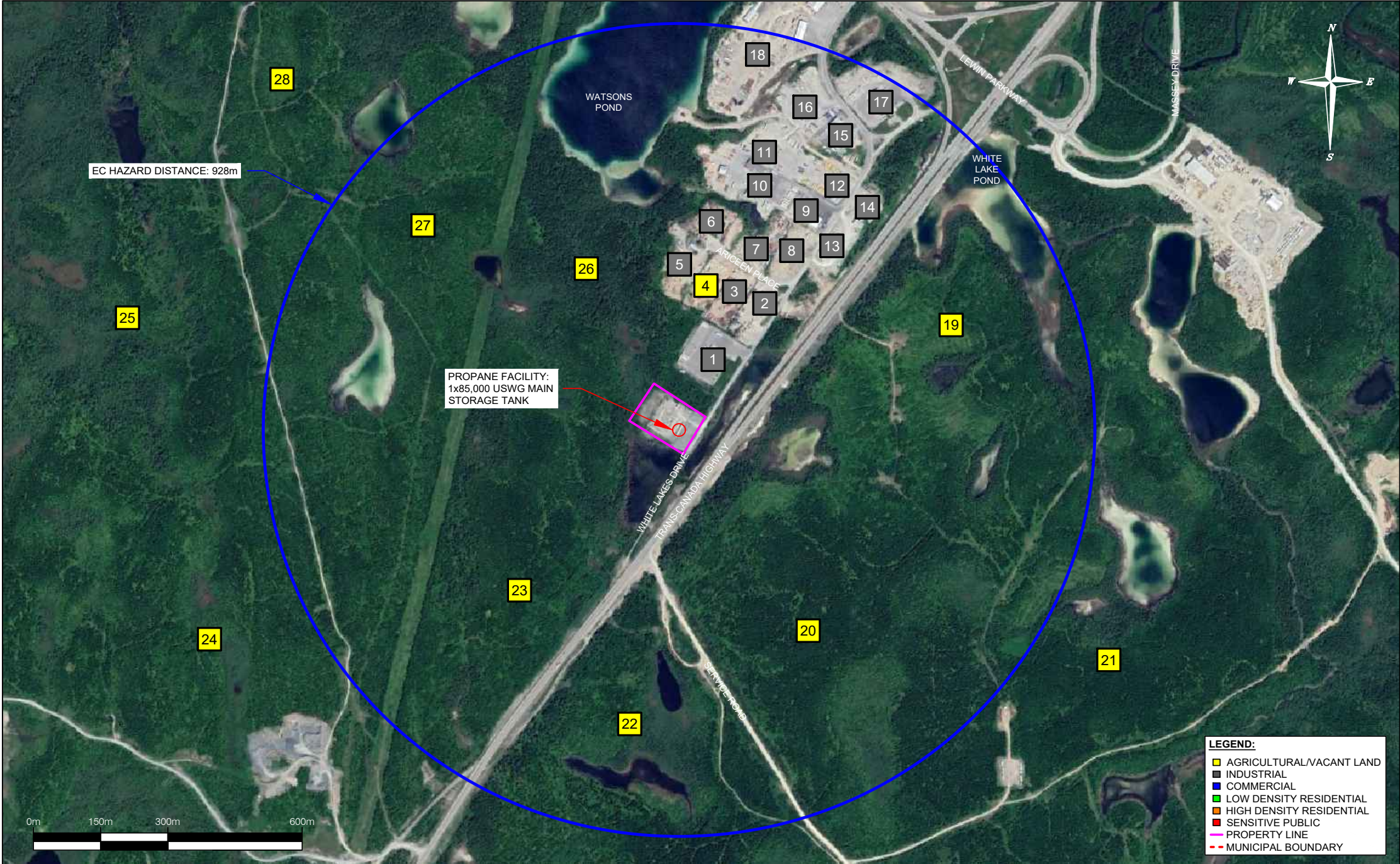
DEVELOPMENT REGULATIONS AMENDMENT No. DR 21-01

1. Section 149.6 Preamble of the Development Regulations shall be deleted and replaced by the following:
 6. Hazardous Industry

The uses permitted in this class are limited to the bulk storage of flammable and hazardous liquids and substances and the total volume of storage on each lot shall be determined by the Authority, in consultation with Service NL.
2. Section 149.6(b) of the Development Regulations shall be deleted and replaced by the following:
 - (b) Separation distances shall be appropriate to maintain public safety, fire safety and landscape separation for the protection of the amenity of the surrounding uses.

[illegible]

- | LEGEND | |
|---|---------------------------------|
|  | PROPERTY LINE |
|  | FENCE LINE |
|  | EMERGENCY STOP |
|  | FIRE EXTINGUISHER |
|  | EMERGENCY MUSTER POINT |
|  | LIGHT POST |
|  | FIRE DEPARTMENT INFORMATION BOX |
|  | SURVEILLANCE CAMERA |
|  | ELECTRIC HORN FOR EMERGENCIES |



PUBLIC RECEPTORS	
1	MIDLAND TRANSPORT LIMITED
2	MURPHY BROTHERS LTD
3	ROD'S AUTO SALVAGE
4	VACANT LAND
5	CANGRO SERVICES LTD.
6	BNR DISTRIBUTION & TRANSMISSION
7-8	DOUBLE G TRUCKING & REPAIR LTD
9	ARMOUR TRANSPORTATION SYSTEMS
10-11	WAY'S TRANSPORT
12	HUMBER VALLEY PAVING LTD
13-14	STORAGE YARD
15	GOVERNMENT OF CANADA - FISHERIES AND OCEANS CANADA
16	INDUSTRIAL LOT
17	DAY & ROSS FREIGHT
18	PARTS FOR TRUCKS
19-28	AGRICULTURAL / VACANT LAND

FACILITY ADDRESS:
24 WHITE LAKES DRIVE, CORNER BROOK,
NEWFOUNDLAND AND LABRADOR, A2H 6T2

APPROXIMATE TANK SETBACKS TO FENCE LINE:
NORTH: 39.6m (130ft)
SOUTH: 16.4m (54ft)
EAST: 2.1m (7ft)
WEST: 69.5m (228ft)

GPS COORDINATES:
48°54'10.19"N ; 57°54'22.28"W

ENVIRONMENT CANADA HAZARD DISTANCE
THE FACILITY ALL RESIDES WITHIN THE CITY OF
CORNER BROOK, NEWFOUNDLAND AND LABRADOR.

AS PER THE IMPLEMENTATION GUIDELINES FOR THE
ENVIRONMENTAL EMERGENCY REGULATIONS. THE 1 PSI
HAZARD DISTANCE IS CALCULATED BASED ON THE
MAXIMUM CAPACITY OF THE SINGLE LARGEST
CONTAINER. THAT IS THE FAILURE OF ONE 85,000 USWG
MAIN STORAGE TANK AT 100% CAPACITY FOR
SUPERIOR PROPANE CORNER BROOK FACILITY.

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Information Report (IR)

Subject: City Hall Green Roof Opening

To: Rodney Cumby
Meeting: Regular Meeting - 26 Jul 2021
Department: City Manager
Staff Contact: Alice Will, Executive Assistant
Topic Overview: City Hall Green Roof Opening July 26, 2021

BACKGROUND INFORMATION:

Throughout 2021, the staff Rooftop Garden Committee has been working diligently to add plants to the green roof and make it a visually appealing space for staff, residents, and visitors to enjoy. Publicly accessible WiFi has also been installed on the roof. With COVID-19 restrictions easing, the City Hall Green Roof is opening to the public during weekdays, from 9:00 AM to 3:00 PM, beginning Monday July 26, 2021. Visitors are to adhere to COVID-19 protocols. Public access to the Green Roof will be through the elevators only from the first floor to the third floor. Bathroom access for the public will be on the first floor only. City staff are looking forward to welcoming the public back into this beautiful community space.

City Clerk	Approved - 23 Jul 2021
Executive Assistant	Approved - 23 Jul 2021

City Manager



Information Report (IR)

Subject: Council Travel Report - January - June 2021

To: Rodney Cumby
Meeting: Regular Meeting - 26 Jul 2021
Department: Finance and Administration
Staff Contact: Alicia Park, Administrative Assistant
Topic Overview: To present the council travel report for January - June 2021.
Attachments: [Council Travel January - June 2021](#)

BACKGROUND INFORMATION:

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

Director of Finance & Administration	Approved - 22 Jul 2021
Executive Assistant	Approved - 23 Jul 2021

City Manager

TRAVEL EXPENSE COUNCIL - January 1 - December 31, 2021

Name	Month	Purpose/Destination	Amount	Sub-Total	Total
<u>Jim Parsons</u>					\$ -
<u>Bill Griffin</u>					\$ -
<u>Tony Buckle</u>					\$ -
<u>Josh Carey</u>					\$ -
<u>Linda Chaisson</u>					\$ -
<u>Bernd Staeben</u>					
<u>Vaughn Granter</u>					\$ -
GRAND TOTAL					\$ -

Total travel previous year January - June 2020	\$251.00
Total Travel for current year January - June 2021	\$0.00
Difference in annual travel totals	\$251.00



Request for Decision (RFD)

Subject: Salvation Army Temple 177 O'Connell Drive (Proposed Shop).

To: Deon Rumbolt

Meeting: Regular Meeting - 26 Jul 2021

Department: Development and Planning

Staff Contact: Darryl Skinner, Development Skinner

Topic Overview: The City of Corner Brook has received an application requesting permission to operate a shop from a portion, (existing gymnasium) of the Salvation Army Temple building located at 177 O'Connell Drive, Corner Brook, NL. The shop will be the Thrift Store that is currently located on Herald Avenue. The lot is located in a Community Service Zone where the proposed use "Shop" is considered a "Discretionary Use" of the City of Corner Brook's Development Regulations.

Attachments: [Attachment #3](#)
[177 O'Connell Drive \(memo\)](#)
[Traffic Impact Study - Final Report \(Jul-21-2021\)](#)

BACKGROUND INFORMATION:

The application was advertised to the public using Western Star and Notice to occupant letters was sent to residents in the neighbourhood. The City did receive 3 submissions of support and 11 submissions that oppose the application.

The most common concern from the residents was the potential impact of traffic on the neighborhood with the addition of the shop to the Salvation Army Temple. The City requested a Traffic Impact Study to be completed to address the potential traffic impacts. The traffic impact study was carried out by Harbourside Transportation Consultants and the following four items were addressed in the study,

1. Review existing traffic conditions.
2. Estimate vehicle trips to new facility, including directional assumptions.
3. Review the safety of the intersection of O'Connell Drive and Pioneer Street.
4. Recommend safety and/or traffic calming solutions.

The conclusion of the report states, "Overall, the assessment indicates that relocating the Thrift Store to this location should have very little, if any, appreciable impact on traffic volumes and patterns in this area. Baseline (i.e. pre-development) traffic data has been collected on adjacent neighbourhood streets and if any unanticipated issues are perceived to develop in relation to the Thrift Store after its opening, volumes and speeds can be reassessed and compared to the baseline to determine if any corrective action is necessary".

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook that Council in its Authority approve the application for the proposed shop at 177 O'Connell Drive, Corner Brook, NL.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations

Other

City of Corner Brook Development Regulations

Section 128

RECOMMENDATION:

After reviewing the proposed application, public comments and the Traffic Impact Study the City does not feel that relocating the existing Thrift Store to the Salvation Army Temple at 177 O'Connell Drive will have a negative impact on the neighborhood. Therefore, it is recommended that Council approve the application for the proposed use, "Shop" to be located in the former gymnasium of the Salvation Army Temple building located at 177 O'Connell Drive, Corner Brook, NL.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approved the application for the proposed Shop at 177 O'Connell Drive as recommended.
2. That the Council of the City of Corner Brook not approved the application for the proposed Shop at 177 O'Connell Drive.
3. That the Council of the City of Corner Brook to give other direction to Staff.

	Approved - 21 Jul 2021
Director of Community, Engineering, Development & Planning	Approved - 21 Jul 2021
Executive Assistant	Approved - 22 Jul 2021

City Manager

177 O'Connell Drive

Proposed Shop

Salvation Army Temple



Community Services Department

Memo

To: Deon Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: July 12, 2021

Re: Discretionary Use (Shop) / Salvation Army Temple

The City of Corner Brook has received an application requesting permission to operate a shop from a portion, (existing gymnasium) of the Salvation Army Temple building located at 177 O'Connell Drive, Corner Brook, NL. The shop will be the Thrift Store that is currently located on Herald Avenue. The lot is located in a Community Service Zone where the proposed use "Shop" is considered a **"Discretionary Use"** of the City of Corner Brook's Development Regulations.

Below are the dates that the application was advertised to the public:

February 25, 2021 "Notice to Occupant" to residents within the neighborhood.
February 25, 2021 Advertised on City Web Site

Below are the results of the advertisements:

Support the application: 3 submissions
Oppose the application: 11 submissions

Below is a list of some of the concerns raised by the public:

1. Close to a school zone.
2. No sidewalks in this area for pedestrian safety.
3. Access onto Citadel Drive is narrow and no dust control measures.
4. Street lighting not adequate.
5. Excessive traffic to the area will be unsafe due to the current road/lane conditions.
6. Increase traffic flow a concerns for safety for kids going to CC Loughlin and CBI schools.
7. Increase in noise in the area due to more traffic.
8. Wants a meeting with mayor, council and staff to discuss the proposed shop, traffic concerns, etc.
9. Will add to existing traffic problems in the area.
10. Blind turns on Pioneer Street, worst in winter.
11. Concern that it is close to a RMD Zone.
12. Inadequate lighting near the Salvation Army Church may encourage vandalism and break-ins.

177 O'Connell Drive

Proposed Shop

13. Due to increase traffic, concerned for personal and property safety.
14. Debris and garbage that maybe left around the property from the store.
15. The letters to the city from the past (2017 & 2018) should be reviewed.
16. Traffic flow should be addressed in this area.
17. May cause loitering in the area.
18. Reduced property value.
19. Traffic flow needs to be looked at in this area.
20. High speed coming off O'Connell drive onto Pioneer Street.
21. Concerns with steep slope of Citadel Drive and access to the Salvation Army Property. (Worst in winter).
22. Pioneer Street width is a concern.
23. Many existing concerns with traffic in this area that have been brought forward to staff & council in the past will only get worst with a shop in the area.

The most common concern from the residents was the potential impact of traffic on the neighborhood with the addition of the shop to the Salvation Army Temple. The city requested a Traffic Impact Study to be completed to address the potential traffic impacts. The traffic impact study was carried out by Harbourside Transportation Consultants and the following four items were addressed in the study,

1. Review existing traffic study.
2. Estimate vehicle trips to new facility, including directional assumptions.
3. Review the safety of the intersection of O'Connell Drive and Pioneer Street.
4. Recommend safety and/or traffic calming solutions.

The conclusion of the report states, *"Overall, the assessment indicates that relocating the Thrift Store to this location should have very little, if any, appreciable impact on traffic volumes and patterns in this area. Baseline (i.e. pre-development) traffic data has been collected on adjacent neighbourhood streets and if any unanticipated issues are perceived to develop in relation to the Thrift Store after its opening, volumes and speeds can be reassessed and compared to the baseline to determine if any corrective action is necessary"*.

After reviewing the proposed application, public comments and the Traffic Impact Study the city does not feel that by re-locating the existing Thrift Store to the Salvation Army Temple at 177 O'Connell Drive will have a negative impact on the neighborhood. Therefore it is recommended that Council approve the application for the proposed use, "Shop" to be located in the former gymnasium of the Salvation Army Temple building located at 177 O'Connell Drive, Corner Brook, NL.

Sincerely,



Darryl Skinner
Development Inspector III

Attachments: 1. Attachment #1 (Traffic Impact Study by Harbourside Transportation Consultants)
2. Attachment #2 (RFD)
3. Attachment #3 (Photo of area)

177 O'Connell Drive

Proposed Shop



Salvation Army Thrift Store Corner Brook, NL Traffic Impact Study

Prepared for:
Walsh & Peters Architects

Status: Final Report
Date: July 21, 2021

Project No. 212036





Salvation Army, Corner Brook, NL
Traffic Impact Study

Project Name: Salvation Army, Corner Brook, NL Traffic Impact Study

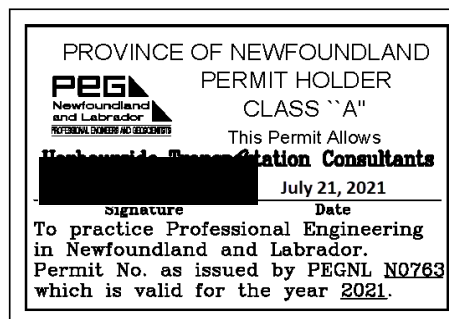
Project No.: 212036

Status: Final Report

Date: July 21, 2021

Prepared for:

Walsh & Peters Architects



Prepared by:

Mark Stuckless, P.Eng.

Florence Allaire, MScE, P.Eng.

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Fax: 902-405-4693
www.harboursidetransportation.com



Project No. 212036 | i



Salvation Army, Corner Brook, NL
Traffic Impact Study

Table of Contents

1.0	Introduction	1
2.0	Study Area	1
2.1	Roadway Descriptions	2
2.2	O'Connell Drive and Pioneer Street Intersection	3
3.0	Salvation Army Site	4
3.1	Existing Operations	4
3.2	Thrift Store	4
3.2.1	Trip Generation	6
3.2.2	Trip Distribution and Assignment	6
3.3	Access and Site Circulation	8
3.3.1	Site Access 1: Upper Access Point on Pioneer Street	8
3.3.2	Site Access 2: Lower Access Point on Pioneer Street	11
3.3.3	Site Access 3: Upper Access Point on Citadel Drive	11
3.3.4	Site Access 4: Lower Access Point on Citadel Drive	12
3.3.5	Consolidation of Access Points	14
4.0	Intersection Analysis	15
4.1	Scenario 1: Existing Conditions	15
4.2	Scenario 2: Future Conditions	16
5.0	Traffic Calming	17
5.1	Pioneer Street	17
5.2	Citadel Drive	17
5.3	Impacts of Additional Site-Generated Traffic	18
6.0	Conclusions and Recommendations	18

List of Figures

Figure 1: Study Area	1
Figure 2: Pioneer Street	2
Figure 3: Citadel Drive	3
Figure 4: Existing traffic volumes	4
Figure 7: Development plan	5
Figure 5: Site-generated traffic volumes	7
Figure 6: Future traffic volumes with Thrift Store	7
Figure 8: Site access	8
Figure 9: Upper site access on Pioneer Street	9
Figure 10: Pioneer Street and upper site access intersection	10
Figure 11: Lower site access on Pioneer Street	11
Figure 12: Upper site access on Citadel Drive	12
Figure 13: Lower site access on Citadel Drive	13
Figure 14: Turning sight distance looking uphill	14



List of Tables

Table 1: Trip generation estimates for the weekday peak hours 6

Table 2: Level of Service at Signalized and Unsignalized Intersections 15

Table 3: Synchro analysis results for Scenario 1 Existing Conditions..... 16

Table 4: Synchro analysis results for Scenario 2 Future Conditions 16

Table 5: Speed statistics for Pioneer Street 17

Table 6: Speed statistics for Citadel Drive 17

Appendices

- Appendix A – Traffic Count Data
- Appendix B – Synchro Reports



Salvation Army, Corner Brook, NL Traffic Impact Study

1.0 Introduction

Harbourside Transportation Consultants was retained by Walsh & Peters Architects to conduct a traffic impact assessment relating to the proposed relocation of the Salvation Army Thrift Store to the existing Salvation Army Temple Building located at 177 O'Connell Drive in Corner Brook, Newfoundland and Labrador.

The City of Corner Brook requires an assessment of the potential traffic impacts of relocating the Thrift Store as part of the review and approval process. The assessment addresses the following requirements outlined by the City:

- Review existing traffic patterns,
- Estimate vehicle trips to new facility, including directional assumptions,
- Review the safety of the intersection of O'Connell Drive and Pioneer Street.
- Recommend safety and/or traffic calming solutions.

2.0 Study Area

The Salvation Army Temple Building is located at 177 O'Connell Drive on the north side of O'Connell Drive between Pioneer Street and Citadel Drive. The study area for the traffic impact assessment is shown in Figure 1.

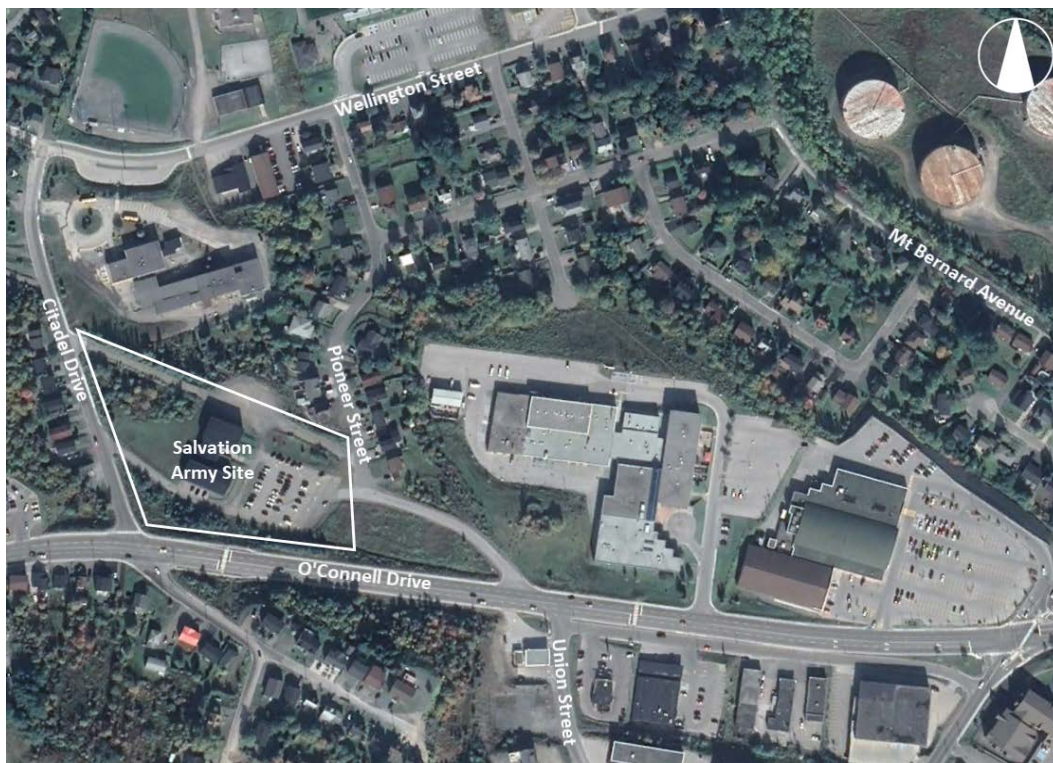


Figure 1: Study Area



Salvation Army, Corner Brook, NL
Traffic Impact Study

2.1 Roadway Descriptions

O'Connell Drive is a collector roadway that runs east-west between West Valley Road and Lewin Parkway. In the vicinity of the Salvation Army Temple Building, O'Connell Drive has a four-lane cross section with a posted speed limit of 50 km/h. There are sidewalks on both sides of the roadway.

Pioneer Street is a local roadway that runs north-south between Wellington Street and O'Connell Drive. Pioneer Street has a two-lane cross section. There are no sidewalks on the roadway. The cross section on Pioneer Street is shown in Figure 2.



Figure 2: Pioneer Street

Citadel Drive is a local roadway that runs north-south between Wellington Street and O'Connell Drive. Citadel Drive has a two-lane cross section with sidewalk on the east side of the roadway. Citadel Drive is a school zone with a posted speed limit of 30 km/h. The cross section on Citadel Drive is shown in Figure 3.



Salvation Army, Corner Brook, NL Traffic Impact Study



Figure 3: Citadel Drive

2.2 O'Connell Drive and Pioneer Street Intersection

The intersection of O'Connell Drive and Pioneer Street is a three-leg unsignalized intersection with stop control on the Pioneer Street approach. There is a turning restriction on the Pioneer Street approach restricting left turns onto O'Connell Drive.

Weekday traffic count data were collected at the intersection of O'Connell Drive and Pioneer Street using Miovision 'Scout' video data collection devices. Traffic data were collected by the City of Corner Brook on Wednesday April 14th, 2021 during the morning (6:00am to 9:00am), noon (11:00am to 2:00pm) and afternoon (3:30pm to 6:30pm) peak periods of traffic. Traffic volumes (categorized as 'light vehicles' and 'heavy vehicles') were recorded in 15-minute intervals. The detailed traffic count data can be found in Appendix A.

The existing traffic volumes at the intersection of O'Connell Drive and Pioneer Street are illustrated in Figure 4. The existing traffic volumes correspond to the peak one-hour period of traffic from the weekday morning and afternoon peak periods.



Salvation Army, Corner Brook, NL
Traffic Impact Study

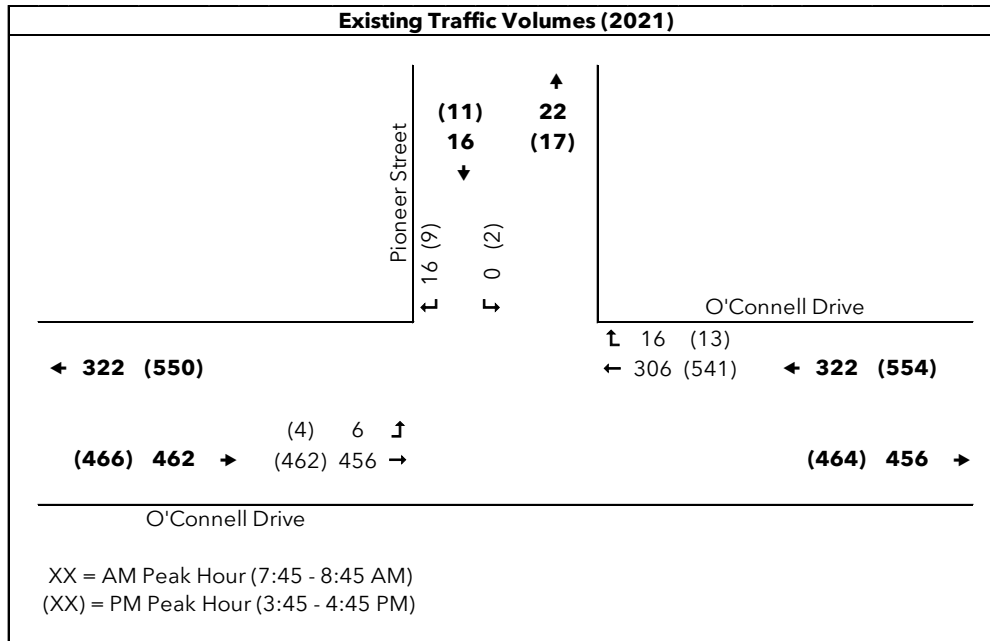


Figure 4: Existing traffic volumes

3.0 Salvation Army Site

3.1 Existing Operations

Existing regular operations at the Temple Building include:

- Soup kitchen: On weekdays 70 to 80 people come to the soup kitchen for a noon meal.
- Worship services: On Sundays a congregation of 150 people gather at the Temple.
- Gymnasium: The gymnasium is used for athletic activities and public gatherings. The gymnasium is typically used during night time hours.

3.2 Thrift Store

The Salvation Army is proposing to operate a Thrift Store in the existing gymnasium. The retail space will be approximately 2,408 square feet. The Thrift store would operate on Monday to Friday, 9:00 a.m. to 4:00 p.m. Based on operations at the existing Herald Avenue store, the Thrift Store is expected to generate approximately 200 customers per day with approximately 20-25 customers in the store at any given time. A high proportion of costumers are expected to be people already visiting the soup kitchen in the Temple Building.



Salvation Army, Corner Brook, NL
Traffic Impact Study

WALSH & PETERS
ARCHITECTS INC.
156 PORTUGAL COVE RD.
UNIT 604, ST. JOHN'S, NL A1B 4H9

MARCH 19/21
1:125

SALVATION ARMY TEMPLE
THRIFT STORE RENOVATIONS
CORNER BROOK, NL

LEVEL 1 FLOOR PLAN

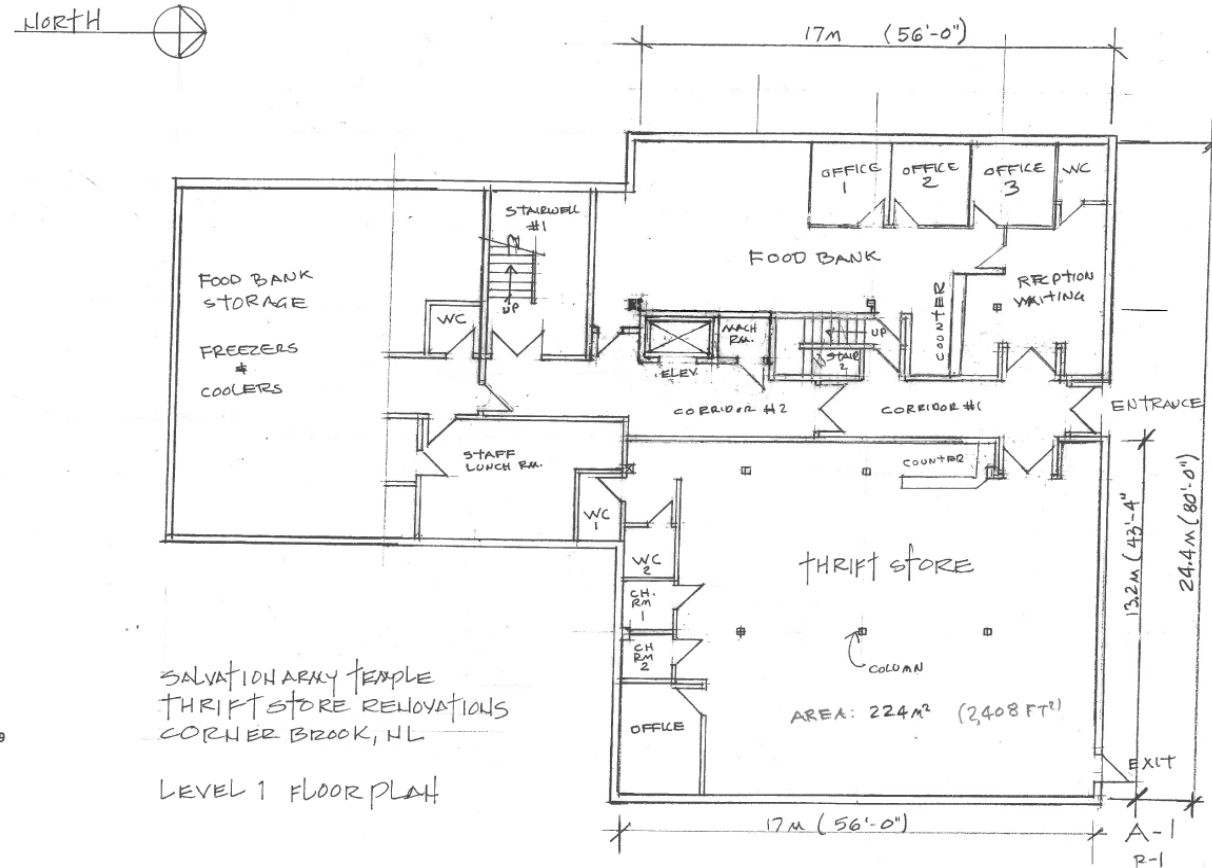


Figure 5: Development plan



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Traffic Impact Study

3.2.1 Trip Generation

The vehicle trip generation estimates for the Thrift Store were quantified using trip generation rates from the 10th edition of the ITE *Trip Generation Manual*. The ITE daily trip generation rate for an apparel store is 66.4 trips per 1,000 square feet which equates to 160 trips per day for this site (66.4 x 2,408ft²/1,000ft²). A high proportion of customers are expected to be people already visiting the soup kitchen in the Temple Building, existing trips to the site are expected to account for a proportion of the daily trip generation.

Traffic analyses are typically based on the peak hour volumes. The weekday morning (AM) and afternoon (PM) peak hour trip generation estimates are summarized in Table 1. It should be noted that the Thrift Store will not be open during the morning peak hour. Trips generated during this time represent employee trips only. On a typical weekday, the Thrift Store is expected to generate 2 vehicle trips in the morning peak hour (2 trips entering, 0 trips exiting) and 10 vehicle trips in the afternoon peak hour (5 trips entering, 5 trips exiting).

Table 1: Trip generation estimates for the weekday peak hours

Land Use Code	Units		Trip Generation Rates						Trips Generated					
			AM Peak Hour			PM Peak Hour			AM Peak Hour			PM Peak Hour		
			Rate	In	Out	Rate	In	Out	Total	In	Out	Total	In	Out
876 – Apparel Store	2.4	1000 ft ²	1.00	80%	20%	4.12	51%	49%	2	2	0	10	5	5

3.2.2 Trip Distribution and Assignment

Trips generated by proposed Thrift Store were assigned and distributed to the intersection of O'Connell Drive and Pioneer Street based on the following trip distribution:

- 75 percent to/from the east, and
- 25 percent to/from the west.

The trip distribution is based on the collected turning movement count at the intersection of O'Connell Drive and Pioneer Street. Due to turning restrictions at the intersection, trips exiting the development and turning left onto O'Connell Drive must use the O'Connell Drive and Citadel Drive intersection, therefore the left turn traffic is represented as through traffic at the intersection of O'Connell Drive and Pioneer Street. The traffic volumes generated by the Thrift Store at the intersection of O'Connell Drive and Pioneer Street are illustrated in Figure 6 and the future traffic volumes at the intersection are illustrated in Figure 7.



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Traffic Impact Study

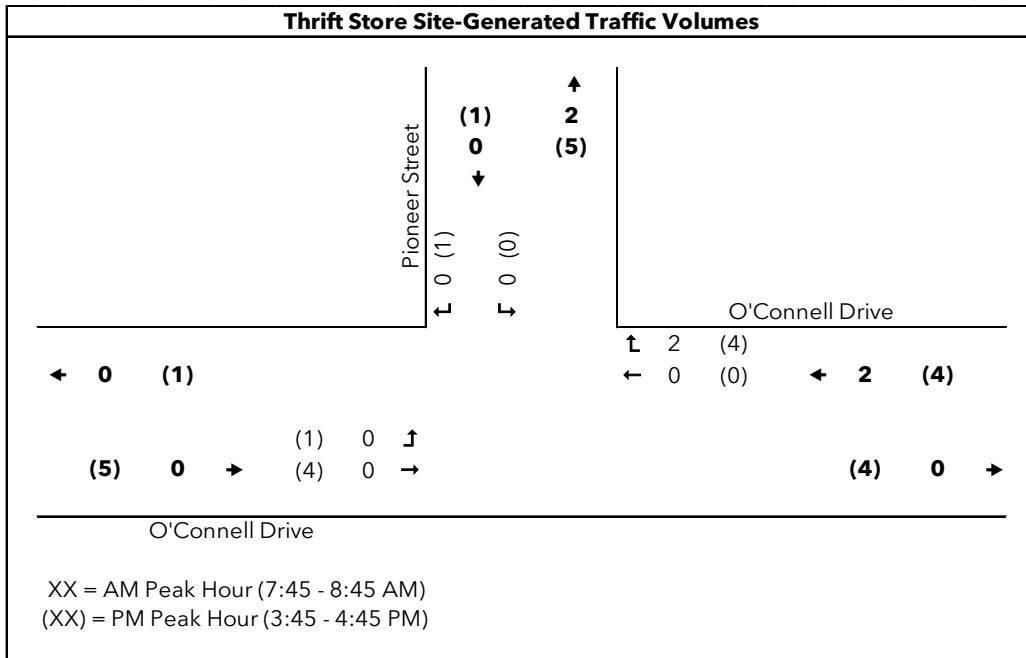


Figure 6: Site-generated traffic volumes

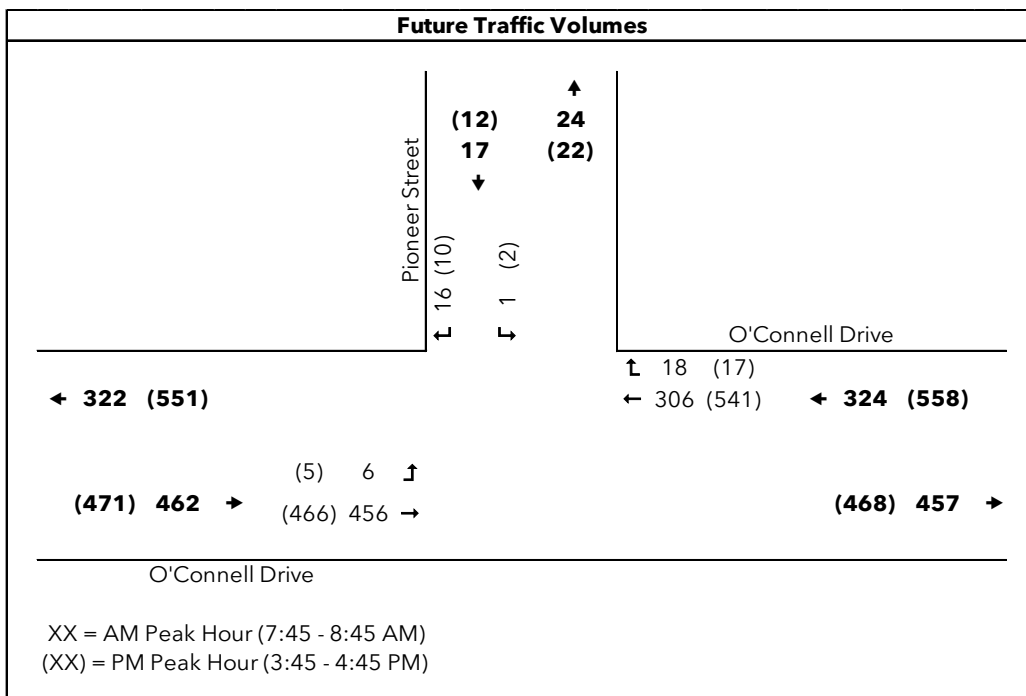


Figure 7: Future traffic volumes with Thrift Store



Salvation Army, Corner Brook, NL
Traffic Impact Study

3.3 Access and Site Circulation

The Salvation Army site has four existing access points. There are two access points on Pioneer Street and two access points on Citadel Drive. The access points are shown in Figure 8.

The upper access points on Pioneer Street (Access 1) and Citadel Drive (Access 3) connect to the upper parking lot. The lower access points on Pioneer Street (Access 2) and Citadel Drive (Access 4) connect to the lower parking lot and the entrance to the Thrift Store. The access points are connected by an unpaved road. There is also a traversable connection between the lower and upper parking lots.

Primary access to the site from O'Connell Drive is anticipated to be via the O'Connell Drive and Pioneer Street Intersection and Access 1, however access is also available via Citadel Drive through Access 3 & 4. It is also anticipated that vehicles leaving the site to travel West on O'Connell will primarily use Access 1 and the intersection of O'Connell Drive and Pioneer Street. Vehicles wishing to travel east on O'Connell Drive are impacted by the left turn restriction at the intersection of O'Connell Drive and Pioneer Street and must travel east via the O'Connell Drive and Citadel Drive intersection or by travelling north along either Pioneer Drive or Citadel Drive to Wellington Street/Mt. Bernard Avenue. Adequate sight distance is available looking east and west along O'Connell Drive from both Pioneer Street and Citadel Drive.

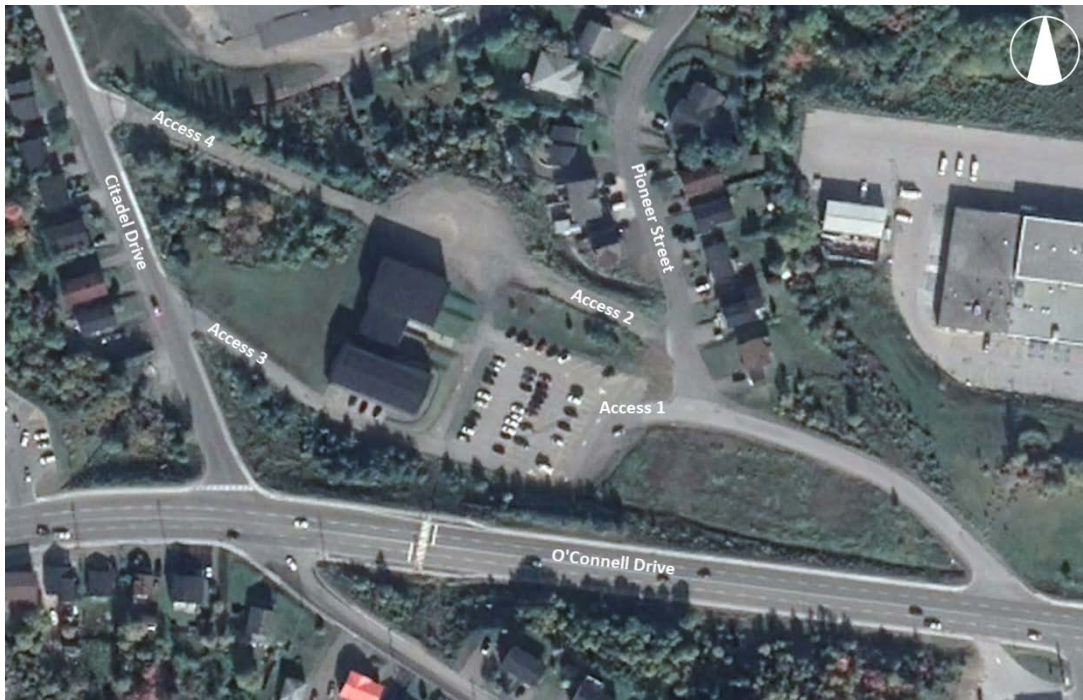


Figure 8: Site access

3.3.1 Site Access 1: Upper Access Point on Pioneer Street

The upper access point on Pioneer Street provides access to the main parking lot. The access road and parking lot are paved. This access point is the primary access from Pioneer Street. The upper access point on Pioneer Street is shown in Figure 9.



Salvation Army, Corner Brook, NL
Traffic Impact Study



Figure 9: Upper site access on Pioneer Street

The intersection control at the intersection of Pioneer Street and the upper access point is unconventional and may lead to driver confusion. The intersection is shown in Figure 10. The intersection control includes:

- Pioneer Street travelling towards O'Connell Drive: the southbound approach is stop controlled.
- Pioneer Street travelling from O'Connell Drive: the westbound approach is yield controlled.
- Site access: the eastbound approach is uncontrolled, there is no stop or yield sign.

While it is common for driveways not to have a posted stop sign, typically the geometry provides a clear indication that the uncontrolled approach is not the major street. The geometry of the intersection of Pioneer Street and the upper access point and the signage on other approaches indicates that the major legs consist of the site access (eastbound) and Pioneer Street westbound (travelling from O'Connell Drive) approaches while the Pioneer Street southbound approach (travelling towards O'Connell Drive) consist of the minor leg. Further, the yield control on the Pioneer Street westbound approach indicates that the site access has the right-of-way at the intersection. This may lead to confusion at the intersection since the site access may be perceived as a driveway and not the major leg to the intersection.



Salvation Army, Corner Brook, NL
Traffic Impact Study



Figure 10: Pioneer Street and upper site access intersection

Given that the traffic volumes on Pioneer Street are low and the majority of the users of Pioneer Street are likely residents that are familiar with the intersection this is not a major safety concern. However, improvements could be made to better define the roadway and driveway at the intersection. Potential improvements could include:

- Higher Cost: Improving the geometry of the intersection to make Pioneer Street the major street with no stop or yield control. The site access would be the minor leg to the intersection and stop controlled.
- Lower Cost: No physical modifications, convert the intersection to all-way stop control.



Salvation Army, Corner Brook, NL
Traffic Impact Study

3.3.2 Site Access 2: Lower Access Point on Pioneer Street

The lower access point on Pioneer Street provides access to the lower parking lot and the entrance to the proposed Thrift Store. The access road is unpaved and in poor condition. This access point is the secondary access from Pioneer Street. The lower access point on Pioneer Street is shown in Figure 11. There are no concerns with this access point.



Figure 11: Lower site access on Pioneer Street

3.3.3 Site Access 3: Upper Access Point on Citadel Drive

The upper access point on Citadel Drive provides access to the main parking lot. The access road is paved. This access point is the primary access from Citadel Drive. The upper access point on Citadel Drive is shown in Figure 12.

The upper access point is located approximately 60 metres north of the intersection of O'Connell Drive and Citadel Drive. The access point intersects Citadel Drive at an angle on a significant grade.

The sight distance looking uphill towards the intersection with O'Connell Drive is restricted to the length of Citadel Drive in this direction (i.e. 60m). The intersection of O'Connell Drive and Citadel Drive is visible from the access point and the access is visible for vehicles entering Citadel Drive from O'Connell Drive.



Salvation Army, Corner Brook, NL
Traffic Impact Study



Figure 12: Upper site access on Citadel Drive

3.3.4 Site Access 4: Lower Access Point on Citadel Drive

The lower access point on Citadel Drive provides access to the lower parking lot and the entrance to the proposed Thrift Store. The access road is unpaved and in poor condition. This access point is the secondary access from Citadel Drive. The lower access point on Citadel Drive is shown in Figure 13.



Salvation Army, Corner Brook, NL
Traffic Impact Study



Figure 13: Lower site access on Citadel Drive

The lower access point is located approximately 140 metres north of the intersection of O'Connell Drive and Citadel Drive. This access point also intersects Citadel Drive at an angle on a significant grade.

The sight distance looking uphill towards the intersection with O'Connell Drive is adequate, as illustrated in Figure 14 and the intersection with O'Connell Drive, the intersection of O'Connell Drive and Citadel Drive is visible from the site access.



Salvation Army, Corner Brook, NL
Traffic Impact Study



Figure 14: Turning sight distance looking uphill

3.3.5 Consolidation of Access Points

There is no existing or proposed condition that warrants four separate access points at the site, and while consolidation of access points is often beneficial, there were also no existing concerns/issues expressed by the property owner or the City with respect to the current configuration. Adequate sight distance is available at each of the existing access points. Consolidating the existing access points could potentially be problematic from a grading perspective. Ultimately, consolidation of the access points is not specifically required to accommodate the proposed Thrift Store development.



4.0 Intersection Analysis

Synchro Studio (Version 11) software was used to evaluate the weekday peak hour operations at the intersection of O'Connell Drive and Pioneer Street under existing and future conditions to quantify the impact of the proposed development.

The performance of an intersection can be evaluated using a number of measures of effectiveness (MOEs), including level of service (LOS), delay, volume-to-capacity ratio (v/c) and vehicle queuing are the primary measures of effectiveness used in traffic analyses.

Level of service is a qualitative measure used to describe the level of performance of an intersection in terms of traffic movement. Level of service for intersections is defined in terms of delay, which is a measure of driver discomfort, frustration and increased travel time. The quality of traffic movement is divided into six levels ranging from A to F, where level of service A represents the best quality of traffic where the driver has the freedom to drive with free flow speed and level of service F represents the worst quality of traffic where the level of congestion is considered unacceptable to most drivers. The level of service criteria for intersections are stated in terms of average control delay per vehicle in Table 2.

Table 2: Level of Service at Signalized and Unsignalized Intersections

LOS	Description	Signalized Delay	Unsignalized Delay
A	No congestion; most vehicles do not stop.	≤ 10 s/veh	≤ 10 s/veh
B	Very light congestion; some vehicles stop.	10 - 20 s/veh	10 - 15 s/veh
C	Light congestion; most vehicles stop.	20 - 35 s/veh	15 - 25 s/veh
D	Noticeable congestion; at traffic signals vehicles must sometimes wait through more than one red light. No long-standing queues are formed.	35 - 55 s/veh	25 - 35 s/veh
E	Congestion; at traffic signals vehicles must sometimes wait through more than one red light. Long-standing queues are formed.	55 - 80 s/veh	35 - 50 s/veh
F	Severe congestion; demand exceeds capacity. Delays are considered unacceptable to most motorists.	≥ 80 s/veh	≥ 50 s/veh

The volume-to-capacity (v/c) ratio is a measure of how the peak hour traffic volume on an approach to an intersection compares to the theoretical maximum volume that could be accommodated on that intersection approach. As the v/c ratio approaches 1.0, the movement has reduced ability to accommodate any additional volume of traffic.

The 95th percentile queue (95th% queue) is the estimated length in metres of a queue of vehicles stopped on an intersection approach which is only exceeded five percent of the time. Since a stopped vehicle occupies approximately seven metres of queue length, a 95th% queue of 14 metres indicates that less than five times of out 100 the queue may exceed two vehicles on the approach. The 95th% queue is typically used to determine if sufficient vehicle storage is available to maintain efficient traffic flow.

4.1 Scenario 1: Existing Conditions

Scenario 1 is an assessment of existing conditions at the intersection of O'Connell Drive and Pioneer Street based on the existing traffic volumes and lane configuration.

The results of the Synchro analysis including level of service, delay, volume-to-capacity ratio and 95th percentile queue lengths are summarized in Table 3. The detailed Synchro reports can be found in Appendix B.



Salvation Army, Corner Brook, NL
Traffic Impact Study

The unsignalized intersection experiences no congestion (LOS A) during the morning and afternoon peak hours - all movements operate at acceptable levels of service.

Table 3: Synchro analysis results for Scenario 1 Existing Conditions

Existing Conditions		AM Peak Hour				PM Peak Hour			
Intersection	Mvmt.	Delay (s/veh)	LOS	v/c	95 th % Queue (m)	Delay (s/veh)	LOS	v/c	95 th % Queue (m)
O'Connell Drive & Pioneer Street		0.2	A			0.2	A		
O'Connell Drive	EB-L	8.1	A	0.01	0.0	8.8	A	0.01	0.0
	EB-T	0.0	A	-	-	0.0	A	-	-
	WB-T	0.0	A	-	-	0.0	A	-	-
	WB-R	0.0	A	-	-	0.0	A	-	-
Pioneer Street	SB-L	9.6	A	0.02	0.8	11.7	B	0.02	0.8
	SB-R								

4.2 Scenario 2: Future Conditions

Scenario 2 is an assessment of future conditions at the intersection of O'Connell Drive and Pioneer Street with the proposed Thrift Store. The traffic volumes for this scenario reflect to the existing traffic volumes from Scenario 1 with the addition of the Thrift Store site-generated traffic.

The results of the Synchro analysis including level of service, delay, volume-to-capacity ratio and 95th percentile queue lengths are summarized in Table 4. The detailed Synchro reports can be found in Appendix B.

The unsignalized intersection will continue to experience no congestion (LOS A) during the morning and afternoon peak hours - all movements will continue to operate at acceptable levels of service. The Thrift Store will have no appreciable impact on traffic operations at the intersection.

Table 4: Synchro analysis results for Scenario 2 Future Conditions

Future Conditions		AM Peak Hour				PM Peak Hour			
Intersection	Mvmt.	Delay (s/veh)	LOS	v/c	95 th % Queue (m)	Delay (s/veh)	LOS	v/c	95 th % Queue (m)
O'Connell Drive & Pioneer Street		0.2	A			0.2	A		
O'Connell Drive	EB-L	8.1	A	0.01	0.0	8.8	A	0.01	0.0
	EB-T	0.0	A	-	-	0.0	A	-	-
	WB-T	0.0	A	-	-	0.0	A	-	-
	WB-R	0.0	A	-	-	0.0	A	-	-
Pioneer Street	SB-L	9.6	A	0.02	0.8	11.7	B	0.02	0.8
	SB-R								



5.0 Traffic Calming

Speed and volume data were collected on roadways adjacent to the Salvation Army site to identify any speeding concerns on both Pioneer Street and Citadel Drive, as well as any shortcutting/through traffic concerns on Pioneer Street.

5.1 Pioneer Street

Speed and volume data were collected on Pioneer Street for a 24-hour period on Tuesday, April 13th, 2021. An average daily traffic (ADT) of 320 vehicles per day was recorded. The ADT indicates that shortcutting/through traffic does not appear to be a concern on Pioneer Street.

The speed statistics for Pioneer Street are summarized in Table 5. The 85th percentile speed (V85) is the speed at or below which 85 percent of vehicles travel, the 85th percentile speed is typically considered the operating speed of the roadway. An 85th percentile speed of 48 km/h was recorded on Pioneer Street. The 85th percentile speed is lower than the speed limit of 50 km/h indicating that speeding is not significant concern on Pioneer Street.

Table 5: Speed statistics for Pioneer Street

Speed Statistics	
V10	24.9 km/h
V30	35.0 km/h
V50	41.0 km/h
V85	48.0 km/h
Vmax	60.0 km/h
Vmean	38.8 km/h

5.2 Citadel Drive

Speed and volume data were collected on Citadel Drive for a 24-hour period on Thursday, April 15th, 2021. An ADT of 2,406 vehicles per day was recorded.

The speed statistics for Citadel Drive are summarized in Table 6. The 85th percentile speed is the speed at or below which 85 percent of vehicles travel, the 85th percentile speed is typically considered the operating speed of the roadway. An 85th percentile speed of 26 km/h was recorded on Citadel Drive. The 85th percentile speed is lower than the speed limit of 30 km/h indicating that speeding is not a concern on Citadel Drive.

Table 6: Speed statistics for Citadel Drive

Speed Statistics	
V10	12.0 km/h
V30	17.0 km/h
V50	20.0 km/h
V85	26.0 km/h
Vmax	46.0 km/h
Vmean	19.8 km/h



Salvation Army, Corner Brook, NL Traffic Impact Study

The Transportation Association of Canada indicates that typical daily traffic volumes on urban local roads can range from 1,000 vehicles per day for a residential local roadway to 3,000 vehicles per day for an industrial/commercial local road. On urban collector roads, traffic volumes can range from 1000-8,000 on a residential collector roadway and from 1,000-12,000 on an industrial/commercial collector roadway.

While there are residential dwelling units on Citadel Drive, it is also a primary access for the school and a secondary access for the Salvation Army. Citadel Drive is also more direct route to O'Connell Drive than Valley Road and also has a wider cross section so is likely to function more as a residential collector than a local roadway. The ADT volumes on Citadel Drive do not seem excessive for the function of the roadway. In addition, the 85th percentile speed for the roadway indicates that speeding is not a concern on Citadel Drive. Traffic calming solutions to reduce through volumes typically include restricting movements to/from the street which, in this case, is not recommended because of the school and the alternatives for alternate access routes.

5.3 Impacts of Additional Site-Generated Traffic

The proposed Thrift Store is expected to generate an additional 160 trips per day distributed between the site accesses on Pioneer Street and Citadel Drive. The collected speed and volume data on these roadways did not indicate any existing speeding or travel pattern concern that would be conducive to traffic calming interventions.

From a traffic calming perspective, the additional 160 trips generated by the Thrift Store are not expected to cause any new, or exacerbate any existing issues on Pioneer Street and Citadel Drive. In addition, a high proportion of costumers are expected to be people already visiting the soup kitchen in the Temple Building, existing trips to the site are expected to account for a proportion of the daily trip generation.

6.0 Conclusions and Recommendations

Harbourside Transportation Consultants was retained by Walsh & Peters Architects to prepare a traffic impact assessment relating to the proposed relocation of the Salvation Army Thrift Store to the existing Salvation Army Temple Building located at 177 O'Connell Drive in Corner Brook, Newfoundland and Labrador.

The City of Corner Brook requires an assessment of the potential traffic impacts of relocating the Thrift Store as part of the review and approval process. The assessment addresses the following requirements outlined by the City:

- Review existing traffic patterns,
- Estimate vehicle trips to new facility, including directional assumptions,
- Review the safety of the intersection of O'Connell Drive and Pioneer Street.
- Recommend safety and/or traffic calming solutions.

The Salvation Army Temple Building is located on the north side of O'Connell Drive between Pioneer Street and Citadel Drive. The intersection of O'Connell Drive and Pioneer Street is a three-leg unsignalized intersection with stop control on the Pioneer Street approach. There is a turning restriction on the Pioneer Street approach restricting left turns onto O'Connell Drive.



Salvation Army, Corner Brook, NL
Traffic Impact Study

Regular operations at the Temple Building include a soup kitchen, worship services and a gymnasium. The Salvation Army is proposing to operate a Thrift Store located in the existing gymnasium. The retail space will be approximately 2,408 square feet in size. The Thrift store would operate on Monday to Friday, 9:00 a.m. to 4:00 p.m. Based on operations at the existing Herald Avenue store, the Thrift Store is expected to generate approximately 200 customers per day with approximately 20-25 customers in the store at any given time. A high proportion of customers are expected to be people already visiting the soup kitchen in the Temple Building.

Vehicle trip generation estimates for the Thrift Store were quantified using trip generation rates from the 10th edition of the ITE *Trip Generation Manual*. The anticipated number of daily trips the Thrift Store is expected to generate is estimated at 160. On a typical weekday, the store is expected to generate 2 vehicle trips in the morning peak hour (2 trips entering, 0 trips exiting) and 10 vehicle trips in the afternoon peak hour (5 trips entering, 5 trips exiting). It should be noted that the Thrift Store will not be open during the morning peak hour. Trips generated during this time represent employee trips only. Trips generated by proposed Thrift Store were assigned and distributed to the intersection of O'Connell Drive and Pioneer Street based on the following trip distribution:

- 75 percent to/from the east, and
- 25 percent to/from the west.

There are multiple options for site access and egress. Primary access to the site from O'Connell Drive is anticipated to be via the O'Connell Drive and Pioneer Street Intersection however access is also available via Citadel Drive. It is also anticipated that vehicles leaving the site to travel West on O'Connell will primarily use the intersection of O'Connell Drive and Pioneer Street. There are two site access points on Pioneer Street and two access points on Citadel Drive. Vehicles wishing to travel east on O'Connell Drive are impacted by the left turn restriction at the intersection of O'Connell Drive and Pioneer Street and must travel east via the O'Connell Drive and Citadel Drive intersection or by travelling north along either Pioneer Drive or Citadel Drive to Wellington Street/Mt. Bernard Avenue. Adequate sight distance is available looking east and west along O'Connell Drive from both Pioneer Street and Citadel Drive.

The upper access point on Pioneer Street provides access to the main parking lot. This access point is the primary access from Pioneer Street. The intersection control at the intersection of Pioneer Street and the upper access point is unconventional and may lead to driver confusion. Given that the traffic volumes on Pioneer Street are low and that the majority of the users of Pioneer Street are likely residents that are familiar with the intersection, this is not a major safety concern. However, improvements could be made to better define the roadway and driveway at the intersection. Potential improvements could include:

- Higher Cost: Improving the geometry of the intersection to make Pioneer Street the major street with no stop or yield control. The site access would be the minor leg to the intersection and stop controlled.
- Lower Cost: No physical modifications, convert the intersection to all-way stop control.

The lower access point on Pioneer Street provides access to the lower parking lot and the entrance to the proposed Thrift Store. This access point is the secondary access from Pioneer Street. There are no concerns with this access point.



Salvation Army, Corner Brook, NL
Traffic Impact Study

The upper access point on Citadel Drive provides access to the main parking lot. This access point is the primary access to/from Citadel Drive. The access point intersects Citadel Drive at an angle on a significant grade, however adequate sight distance is available.

The lower access point on Citadel Drive provides access to the lower parking lot and the entrance to the proposed Thrift Store. This access point is the secondary access from Citadel Drive. The access point intersects Citadel Drive at an angle on a significant grade, however adequate sight distance is available.

There is no existing or proposed condition that warrants four separate access points at the site, and while consolidation of access points is often beneficial, there were also no existing concerns/issues expressed by the property owner or the City with respect the current configuration. Adequate sight distance is available at each of the existing access points. Consolidating the existing access points could potentially be problematic from a grading perspective. Ultimately, consolidation of the access points is not specifically required to accommodate the proposed Thrift Store development.

Synchro Studio (Version 11) software was used to evaluate the weekday peak hour operations at the intersection of O'Connell Drive and Pioneer Street under existing and future conditions to quantify the impact of the proposed development. The assessment of existing conditions at the intersection of O'Connell Drive and Pioneer Street, based on the existing traffic volumes and lane configuration, indicates that the unsignalized intersection experiences no congestion during the morning and afternoon peak hours. All movements operate at acceptable levels of service.

The assessment of future conditions at the intersection of O'Connell Drive and Pioneer Street with the proposed Thrift Store indicates that the unsignalized intersection will continue to experience no congestion during the morning and afternoon peak hours. All movements will continue to operate at acceptable levels of service. The intersection analysis indicates that the Thrift Store will have no appreciable impact on traffic operations at the intersection of O'Connell Drive and Pioneer Street.

Speed and volume data were collected on roadways adjacent to the Salvation Army site to identify any speeding concerns on both Pioneer Street and Citadel Drive, as well as any shortcutting/through traffic concerns on Pioneer Street. An average daily traffic (ADT) of 320 vehicles per day and an operating speed of 48 km/h was recorded on Pioneer Street. The speed and volume data indicates that shortcutting and speeding are not a concern on Pioneer Street.

An ADT of 2,406 vehicles per day and an operating speed of 26 km/h was recorded on Citadel Drive. While there are residential dwelling units on Citadel Drive, it is also a primary access for the school and a secondary access for the Salvation Army. Citadel Drive is also more direct route to O'Connell Drive than Valley Road and also has a wider cross section so is likely to function more as a residential collector than a local roadway. The ADT volumes on Citadel Drive do not seem excessive for the function of the roadway. In addition, the 85th percentile speed for the roadway indicates that speeding is not a concern on Citadel Drive. Traffic calming solutions to reduce through volumes typically include restricting movements to/from the street which, in this case, is not recommended because of the school and the alternatives for alternate access routes.

The proposed Thrift Store is expected to generate an additional 160 trips per day distributed between the site accesses on Pioneer Street and Citadel Drive. The collected speed and volume data on these roadways



Salvation Army, Corner Brook, NL
Traffic Impact Study

did not indicate any existing speeding or travel pattern concern that would be conducive to traffic calming interventions. From a traffic calming perspective, the additional 160 trips generated by the Thrift Store are not expected to cause any new, or exacerbate any existing issues on Pioneer Street and Citadel Drive.

Overall, the assessment indicates that relocating the Thrift Store to this location should have very little, if any, appreciable impact on traffic volumes and patterns in this area. Baseline (i.e. pre-development) traffic data has been collected on adjacent neighbourhood streets and if any unanticipated issues are perceived to develop in relation to the Thrift Store after its opening, volumes and speeds can be reassessed and compared to the baseline to determine if any corrective action is necessary.



Salvation Army, Corner Brook, NL
Traffic Impact Study

Appendix A

Traffic Count Data



Harbourside Transportation Consultants
219 Waverley Road, Suite 200
Dartmouth, Nova Scotia, Canada B2X 2C3
905-405-4696

Count Name: O'Connell Drive & Pioneer Street
Site Code:
Start Date: 04-15-2021
Page No: 1

Turning Movement Data

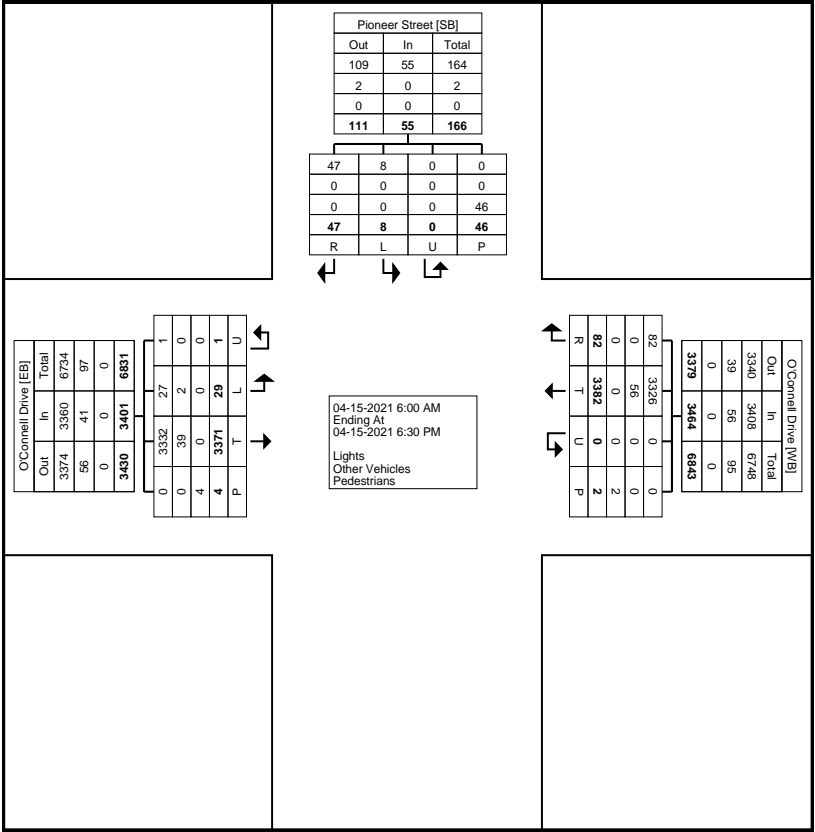
Start Time	Pioneer Street Southbound					O'Connell Drive Westbound					O'Connell Drive Eastbound					Int. Total
	Right	Left	U-Turn	Peds	App. Total	Right	Thru	U-Turn	Peds	App. Total	Thru	Left	U-Turn	Peds	App. Total	
6:00 AM	0	1	0	0	1	0	8	0	0	8	14	0	0	0	14	23
6:15 AM	0	0	0	0	0	0	6	0	0	6	20	0	0	0	20	26
6:30 AM	0	0	0	2	0	0	16	0	0	16	42	0	0	0	42	58
6:45 AM	0	0	0	0	0	0	17	0	0	17	40	0	0	0	40	57
Hourly Total	0	1	0	2	1	0	47	0	0	47	116	0	0	0	116	164
7:00 AM	0	0	0	0	0	0	16	0	0	16	49	0	0	0	49	65
7:15 AM	0	0	0	1	0	1	38	0	0	39	70	0	0	0	70	109
7:30 AM	0	0	0	1	0	0	45	0	0	45	111	1	0	0	112	157
7:45 AM	0	0	0	1	0	0	70	0	0	70	118	0	0	1	118	188
Hourly Total	0	0	0	3	0	1	169	0	0	170	348	1	0	1	349	519
8:00 AM	2	0	0	1	2	4	76	0	0	80	104	0	0	0	104	186
8:15 AM	10	0	0	3	10	8	86	0	1	94	127	5	0	0	132	236
8:30 AM	4	0	0	0	4	4	74	0	0	78	107	1	0	0	108	190
8:45 AM	1	0	0	1	1	3	70	0	0	73	98	1	1	0	100	174
Hourly Total	17	0	0	5	17	19	306	0	1	325	436	7	1	0	444	786
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
11:00 AM	1	0	0	0	1	4	82	0	0	86	78	1	0	0	79	166
11:15 AM	0	0	0	1	0	6	105	0	0	111	68	0	0	0	68	179
11:30 AM	1	0	0	3	1	2	111	0	0	113	95	2	0	0	97	211
11:45 AM	0	0	0	7	0	3	115	0	0	118	91	0	0	0	91	209
Hourly Total	2	0	0	11	2	15	413	0	0	428	332	3	0	0	335	765
12:00 PM	2	0	0	1	2	2	113	0	0	115	113	3	0	1	116	233
12:15 PM	0	0	0	3	0	2	135	0	0	137	117	1	0	0	118	255
12:30 PM	1	0	0	2	1	2	119	0	1	121	122	0	0	1	122	244
12:45 PM	1	0	0	2	1	1	118	0	0	119	129	0	0	0	129	249
Hourly Total	4	0	0	8	4	7	485	0	1	492	481	4	0	2	485	981
1:00 PM	1	0	0	1	1	4	98	0	0	102	103	1	0	0	104	207
1:15 PM	3	0	0	3	3	3	114	0	0	117	107	0	0	0	107	227
1:30 PM	1	0	0	1	1	1	123	0	0	124	93	2	0	0	95	220
1:45 PM	0	0	0	2	0	2	135	0	0	137	125	2	0	0	127	264
Hourly Total	5	0	0	7	5	10	470	0	0	480	428	5	0	0	433	918
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3:30 PM	1	0	0	0	1	1	133	0	0	134	114	0	0	0	114	249
3:45 PM	4	1	0	1	5	4	127	0	0	131	112	1	0	1	113	249
Hourly Total	5	1	0	1	6	5	260	0	0	265	226	1	0	1	227	498
4:00 PM	0	1	0	0	1	2	135	0	0	137	121	2	0	0	123	261

4:15 PM	5	0	0	3	5	2	118	0	0	120	113	0	0	0	113	238
4:30 PM	0	0	0	0	0	5	161	0	0	166	116	1	0	0	117	283
4:45 PM	0	0	0	1	0	3	140	0	0	143	104	0	0	0	104	247
Hourly Total	5	1	0	4	6	12	554	0	0	566	454	3	0	0	457	1029
5:00 PM	1	1	0	0	2	1	122	0	0	123	100	1	0	0	101	226
5:15 PM	0	0	0	1	0	3	135	0	0	138	92	0	0	0	92	230
5:30 PM	2	2	0	0	4	0	116	0	0	116	101	2	0	0	103	223
5:45 PM	3	0	0	1	3	1	105	0	0	106	82	0	0	0	82	191
Hourly Total	6	3	0	2	9	5	478	0	0	483	375	3	0	0	378	870
6:00 PM	1	0	0	0	1	4	107	0	0	111	94	2	0	0	96	208
6:15 PM	2	2	0	3	4	4	93	0	0	97	81	0	0	0	81	182
Grand Total	47	8	0	46	55	82	3382	0	2	3464	3371	29	1	4	3401	6920
Approach %	85.5	14.5	0.0	-	-	2.4	97.6	0.0	-	-	99.1	0.9	0.0	-	-	-
Total %	0.7	0.1	0.0	-	0.8	1.2	48.9	0.0	-	50.1	48.7	0.4	0.0	-	49.1	-
Lights	47	8	0	-	55	82	3326	0	-	3408	3332	27	1	-	3360	6823
% Lights	100.0	100.0	-	-	100.0	100.0	98.3	-	-	98.4	98.8	93.1	100.0	-	98.8	98.6
Other Vehicles	0	0	0	-	0	0	56	0	-	56	39	2	0	-	41	97
% Other Vehicles	0.0	0.0	-	-	0.0	0.0	1.7	-	-	1.6	1.2	6.9	0.0	-	1.2	1.4
Pedestrians	-	-	-	46	-	-	-	-	2	-	-	-	-	4	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-



Harbourside Transportation Consultants
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905-405-4696

Count Name: O'Connell Drive & Pioneer Street
Site Code:
Start Date: 04-15-2021
Page No: 3



Turning Movement Data Plot



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905-405-4696

Count Name: O'Connell Drive & Pioneer Street
Site Code:
Start Date: 04-15-2021
Page No: 4

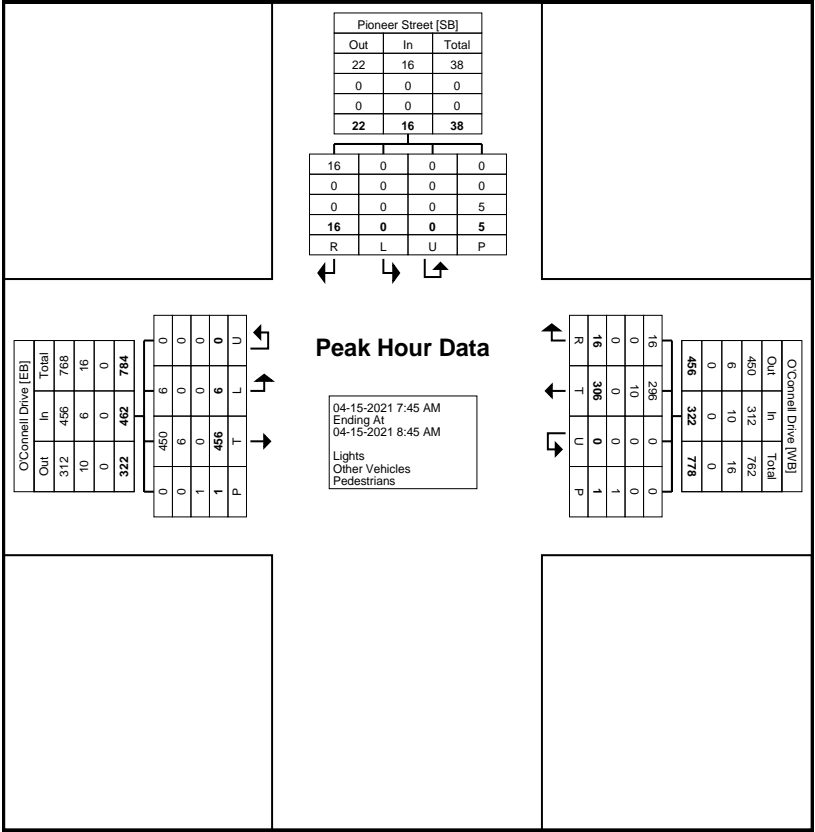
Turning Movement Peak Hour Data (7:45 AM)

Start Time	Pioneer Street Southbound					O'Connell Drive Westbound					O'Connell Drive Eastbound					Int. Total
	Right	Left	U-Turn	Peds	App. Total	Right	Thru	U-Turn	Peds	App. Total	Thru	Left	U-Turn	Peds	App. Total	
7:45 AM	0	0	0	1	0	0	70	0	0	70	118	0	0	1	118	188
8:00 AM	2	0	0	1	2	4	76	0	0	80	104	0	0	0	104	186
8:15 AM	10	0	0	3	10	8	86	0	1	94	127	5	0	0	132	236
8:30 AM	4	0	0	0	4	4	74	0	0	78	107	1	0	0	108	190
Total	16	0	0	5	16	16	306	0	1	322	456	6	0	1	462	800
Approach %	100.0	0.0	0.0	-	-	5.0	95.0	0.0	-	-	98.7	1.3	0.0	-	-	-
Total %	2.0	0.0	0.0	-	2.0	2.0	38.3	0.0	-	40.3	57.0	0.8	0.0	-	57.8	-
PHF	0.400	0.000	0.000	-	0.400	0.500	0.890	0.000	-	0.856	0.898	0.300	0.000	-	0.875	0.847
Lights	16	0	0	-	16	16	296	0	-	312	450	6	0	-	456	784
% Lights	100.0	-	-	-	100.0	100.0	96.7	-	-	96.9	98.7	100.0	-	-	98.7	98.0
Other Vehicles	0	0	0	-	0	0	10	0	-	10	6	0	0	-	6	16
% Other Vehicles	0.0	-	-	-	0.0	0.0	3.3	-	-	3.1	1.3	0.0	-	-	1.3	2.0
Pedestrians	-	-	-	5	-	-	-	-	1	-	-	-	-	1	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-



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Count Name: O'Connell Drive & Pioneer Street
Site Code:
Start Date: 04-15-2021
Page No: 5



Turning Movement Peak Hour Data Plot (7:45 AM)



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Count Name: O'Connell Drive & Pioneer Street
Site Code:
Start Date: 04-15-2021
Page No: 6

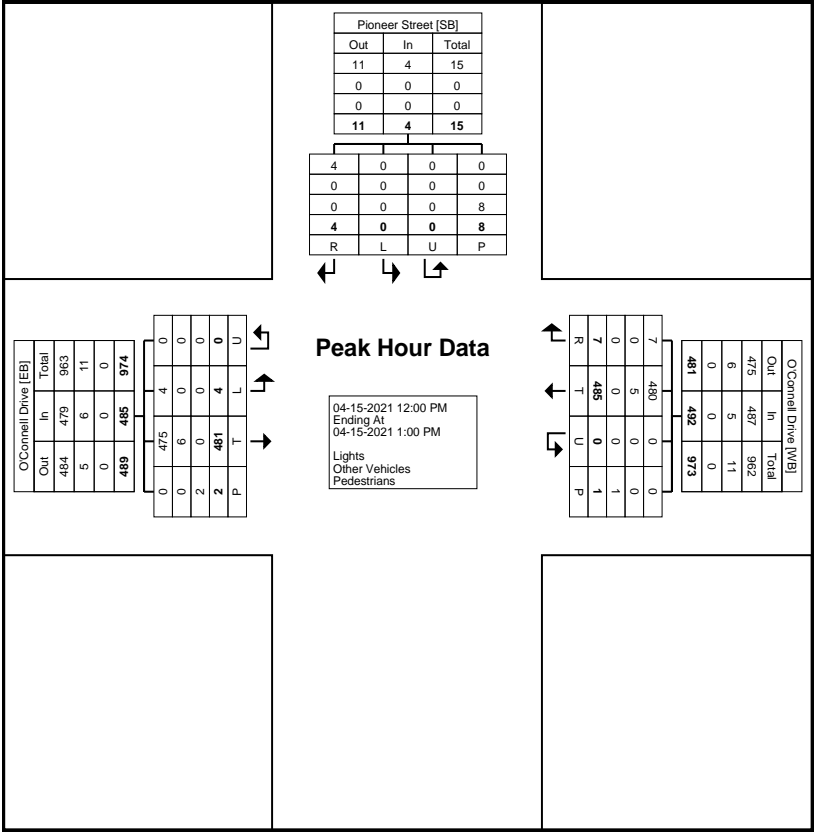
Turning Movement Peak Hour Data (12:00 PM)

Start Time	Pioneer Street Southbound					O'Connell Drive Westbound					O'Connell Drive Eastbound					Int. Total
	Right	Left	U-Turn	Peds	App. Total	Right	Thru	U-Turn	Peds	App. Total	Thru	Left	U-Turn	Peds	App. Total	
12:00 PM	2	0	0	1	2	2	113	0	0	115	113	3	0	1	116	233
12:15 PM	0	0	0	3	0	2	135	0	0	137	117	1	0	0	118	255
12:30 PM	1	0	0	2	1	2	119	0	1	121	122	0	0	1	122	244
12:45 PM	1	0	0	2	1	1	118	0	0	119	129	0	0	0	129	249
Total	4	0	0	8	4	7	485	0	1	492	481	4	0	2	485	981
Approach %	100.0	0.0	0.0	-	-	1.4	98.6	0.0	-	-	99.2	0.8	0.0	-	-	-
Total %	0.4	0.0	0.0	-	0.4	0.7	49.4	0.0	-	50.2	49.0	0.4	0.0	-	49.4	-
PHF	0.500	0.000	0.000	-	0.500	0.875	0.898	0.000	-	0.898	0.932	0.333	0.000	-	0.940	0.962
Lights	4	0	0	-	4	7	480	0	-	487	475	4	0	-	479	970
% Lights	100.0	-	-	-	100.0	100.0	99.0	-	-	99.0	98.8	100.0	-	-	98.8	98.9
Other Vehicles	0	0	0	-	0	0	5	0	-	5	6	0	0	-	6	11
% Other Vehicles	0.0	-	-	-	0.0	0.0	1.0	-	-	1.0	1.2	0.0	-	-	1.2	1.1
Pedestrians	-	-	-	8	-	-	-	-	1	-	-	-	-	2	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-



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Count Name: O'Connell Drive & Pioneer Street
Site Code:
Start Date: 04-15-2021
Page No: 7





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Count Name: O'Connell Drive & Pioneer Street
Site Code:
Start Date: 04-15-2021
Page No: 8

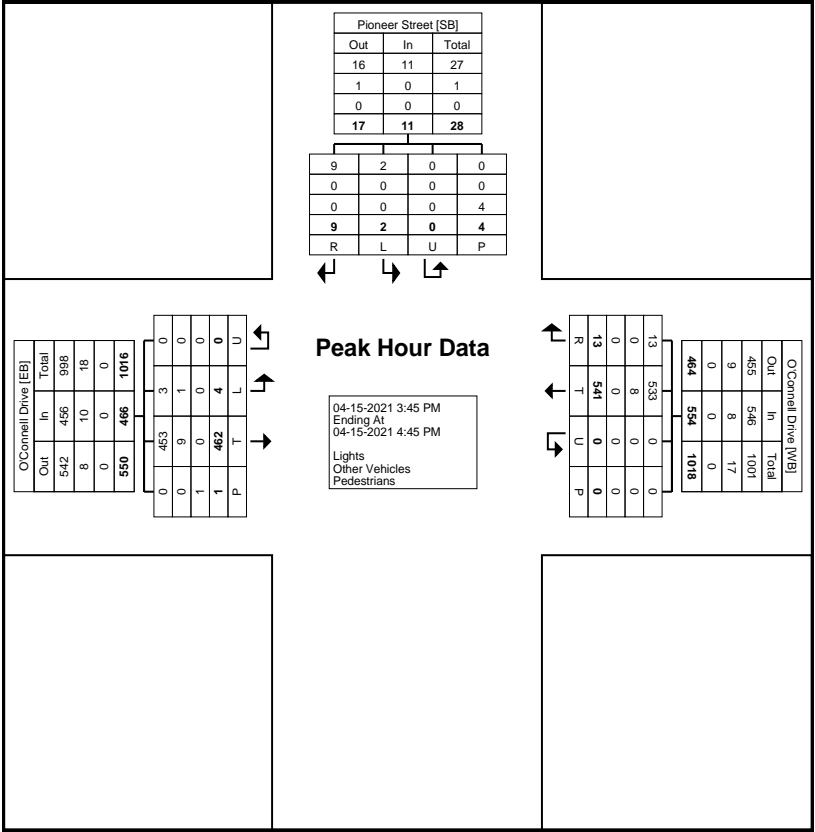
Turning Movement Peak Hour Data (3:45 PM)

Start Time	Pioneer Street Southbound					O'Connell Drive Westbound					O'Connell Drive Eastbound					Int. Total
	Right	Left	U-Turn	Peds	App. Total	Right	Thru	U-Turn	Peds	App. Total	Thru	Left	U-Turn	Peds	App. Total	
3:45 PM	4	1	0	1	5	4	127	0	0	131	112	1	0	1	113	249
4:00 PM	0	1	0	0	1	2	135	0	0	137	121	2	0	0	123	261
4:15 PM	5	0	0	3	5	2	118	0	0	120	113	0	0	0	113	238
4:30 PM	0	0	0	0	0	5	161	0	0	166	116	1	0	0	117	283
Total	9	2	0	4	11	13	541	0	0	554	462	4	0	1	466	1031
Approach %	81.8	18.2	0.0	-	-	2.3	97.7	0.0	-	-	99.1	0.9	0.0	-	-	-
Total %	0.9	0.2	0.0	-	1.1	1.3	52.5	0.0	-	53.7	44.8	0.4	0.0	-	45.2	-
PHF	0.450	0.500	0.000	-	0.550	0.650	0.840	0.000	-	0.834	0.955	0.500	0.000	-	0.947	0.911
Lights	9	2	0	-	11	13	533	0	-	546	453	3	0	-	456	1013
% Lights	100.0	100.0	-	-	100.0	100.0	98.5	-	-	98.6	98.1	75.0	-	-	97.9	98.3
Other Vehicles	0	0	0	-	0	0	8	0	-	8	9	1	0	-	10	18
% Other Vehicles	0.0	0.0	-	-	0.0	0.0	1.5	-	-	1.4	1.9	25.0	-	-	2.1	1.7
Pedestrians	-	-	-	4	-	-	-	-	0	-	-	-	-	1	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	-	-	-	-	-	100.0	-	-



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Count Name: O'Connell Drive & Pioneer Street
Site Code:
Start Date: 04-15-2021
Page No: 9





Salvation Army, Corner Brook, NL
Traffic Impact Study

Appendix B

Synchro Reports

HCM 6th TWSC
1: O'Connell Drive & Pioneer Street

Scenario 1 Existing AM 2021
04-30-2021

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕↕	↕↕		↕↕	
Traffic Vol, veh/h	6	456	306	16	0	16
Future Vol, veh/h	6	456	306	16	0	16
Conflicting Peds, #/hr	5	0	0	5	1	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	3	2	2	2
Mvmt Flow	7	536	360	19	0	19
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	384	0	-	0	658	196
Stage 1	-	-	-	-	375	-
Stage 2	-	-	-	-	283	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1171	-	-	-	397	812
Stage 1	-	-	-	-	665	-
Stage 2	-	-	-	-	740	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1166	-	-	-	389	808
Mov Cap-2 Maneuver	-	-	-	-	389	-
Stage 1	-	-	-	-	656	-
Stage 2	-	-	-	-	736	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		9.6		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1166	-	-	-	808	
HCM Lane V/C Ratio	0.006	-	-	-	0.023	
HCM Control Delay (s)	8.1	0	-	-	9.6	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

HCM 6th TWSC
1: O'Connell Drive & Pioneer Street

Scenario 1 Existing PM 2021
04-30-2021

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕↕	↕↕		↕↕	
Traffic Vol, veh/h	4	462	541	13	2	9
Future Vol, veh/h	4	462	541	13	2	9
Conflicting Peds, #/hr	4	0	0	4	1	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	508	595	14	2	10
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	613	0	-	0	869	310
Stage 1	-	-	-	-	606	-
Stage 2	-	-	-	-	263	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	962	-	-	-	291	686
Stage 1	-	-	-	-	507	-
Stage 2	-	-	-	-	757	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	958	-	-	-	287	683
Mov Cap-2 Maneuver	-	-	-	-	287	-
Stage 1	-	-	-	-	502	-
Stage 2	-	-	-	-	754	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		11.7		
HCM LOS	B					
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	958	-	-	-	546	
HCM Lane V/C Ratio	0.005	-	-	-	0.022	
HCM Control Delay (s)	8.8	0	-	-	11.7	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

HCM 6th TWSC
1: O'Connell Drive & Pioneer Street

Scenario 2 Future AM
04-30-2021

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕↕	↕↕		↕↕	
Traffic Vol, veh/h	6	456	306	18	0	16
Future Vol, veh/h	6	456	306	18	0	16
Conflicting Peds, #/hr	5	0	0	5	1	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	3	2	2	2
Mvmt Flow	7	536	360	21	0	19
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	386	0	-	0	659	197
Stage 1	-	-	-	-	376	-
Stage 2	-	-	-	-	283	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	1169	-	-	-	397	811
Stage 1	-	-	-	-	664	-
Stage 2	-	-	-	-	740	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1164	-	-	-	389	807
Mov Cap-2 Maneuver	-	-	-	-	389	-
Stage 1	-	-	-	-	655	-
Stage 2	-	-	-	-	736	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		9.6		
HCM LOS				A		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	1164	-	-	-	807	
HCM Lane V/C Ratio	0.006	-	-	-	0.023	
HCM Control Delay (s)	8.1	0	-	-	9.6	
HCM Lane LOS	A	A	-	-	A	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	

HCM 6th TWSC
1: O'Connell Drive & Pioneer Street

Scenario 2 Future PM
04-30-2021

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕↕	↕↕		↕↕	
Traffic Vol, veh/h	5	466	541	17	2	10
Future Vol, veh/h	5	466	541	17	2	10
Conflicting Peds, #/hr	4	0	0	4	1	1
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	512	595	19	2	11
Major/Minor	Major1	Major2		Minor2		
Conflicting Flow All	618	0	-	0	876	312
Stage 1	-	-	-	-	609	-
Stage 2	-	-	-	-	267	-
Critical Hdwy	4.14	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	2.22	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	958	-	-	-	288	684
Stage 1	-	-	-	-	505	-
Stage 2	-	-	-	-	754	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	954	-	-	-	284	681
Mov Cap-2 Maneuver	-	-	-	-	284	-
Stage 1	-	-	-	-	499	-
Stage 2	-	-	-	-	751	-
Approach	EB	WB		SB		
HCM Control Delay, s	0.1	0		11.7		
HCM LOS				B		
Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	
Capacity (veh/h)	954	-	-	-	552	
HCM Lane V/C Ratio	0.006	-	-	-	0.024	
HCM Control Delay (s)	8.8	0	-	-	11.7	
HCM Lane LOS	A	A	-	-	B	
HCM 95th %tile Q(veh)	0	-	-	-	0.1	



Request for Decision (RFD)

Subject: Agreement with Digital Advertising Solutions - Mill Whistler Road Train Advertising Rights

To: Rodney Cumby
Meeting: Regular Meeting - 26 Jul 2021
Department: Community Services
Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning
Topic Overview: Council approval is required to finalize the agreement with Digital Advertising Solutions (DAS) regarding the advertising program for the Mill Whistler Road Train.
Attachments: [StreetTrain FinalContract 2021](#)

BACKGROUND INFORMATION:

An RFP for this project was called. This RFP closed on June 28, 2021. Only one (1) proposal was received. Based on this proposal, an agreement has been prepared and was reviewed by the in house solicitor.

Digital Advertising Solutions (DAS) held the advertising contract for the Road Train, when it was operated in 2019 by the CB Port Authority. Currently DAS holds the City Contract for the Bus Shelter advertising Program.

DAS is a local business and a member of the Qalipu Business Network. DAS manages a growing network of over 38 indoor & outdoor digital billboards across Newfoundland and Labrador.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook approve the agreement with Digital Advertising Solutions (DAS) to provide sales and management of the public advertising on the Mill Whistler Road Train.

Legal Review: Yes

LEGAL REVIEW:

Form of agreement prepared by in house council

RECOMMENDATION:

It is the opinion of staff that the City of Corner Brook enter into a three (3) year agreement with Digital Advertising Solutions (DAS) as this will be a revenue earning opportunity for the City of Corner Brook, besides providing an opportunity to several local businesses to market their products/services.

As a result, staff recommend Option 1 and that the following motion be supported.

ALTERNATIVE IMPLICATIONS:

Options:

1. That the Council of the City of Corner Brook approve the agreement with Digital Advertising Solutions.
2. That the Council of the City of Corner Brook not approve the agreement with Digital Advertising Solutions.
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering, Development & Planning	Approved - 21 Jul 2021
Executive Assistant	Approved - 22 Jul 2021

City Manager

ADVERTISING RIGHTS FOR MILL WHISTLER STREET TRAIN

THIS AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this 14th day of July Anno Domini two thousand and twenty-one.

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

AND **75427 Newfoundland and Labrador Inc.** doing business as Digital Advertising Solutions, a body corporate duly registered in the Province of Newfoundland and Labrador hereinafter called "DAS".

WHEREAS the City requires the sales and management of public advertising on the Mill Whistler Street Train (hereafter, "Street Train");

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

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

1. OPERATION AND PAYMENT

- A. The City hereby grants unto DAS the right to sell advertising on the Street Train at the rates set out in schedule "A" annexed hereto for a term of fifteen (15) months, during three operating seasons commencing on the 30th day of June, 2021 (the "Commencement Date") and ending on the 31st day of October, 2023 ("The Term"). Operating seasons commence on the 30th of June and end on the 31st day of October each year of the Term.
- B. DAS agrees to be responsible for all activities related to Street Train advertising in compliance with all regulations. This includes the procuring of advertisements and finalizing contracts, design and copywriting (where necessary); printing according to specifications and standards required by advertisers and placing, installation and maintenance the advertisements; and disposing old advertisements at end of each contract.
- C. DAS agrees to pay the City Fifty-five percent (55%) of all gross sales made through Street Train advertising during the Term of this Agreement (hereinafter called the "Commission"). DAS shall be responsible for all expenses including but not limited

to taxes and environmental levies. DAS shall ensure that an accurate accounting reconciliation of sales units are provided to the City along with the Commission owing from sales during a month on or before the tenth (10th) day of the following month. Interest charges at a rate of 10.5% per annum shall apply to any arrears of sales commission compounded until paid in full. DAS shall provide any information or records as may be required from time to time by the City to verify the gross sales.

2. CITY COVENANTS

The City covenants to:

Provide access to DAS to the Street Train for the purpose of installing, dismantling and maintaining the advertisements.

3. DAS COVENANTS

DAS covenants to:

- A. Not assign or transfer any of its rights or obligations under this Agreement, without the consent of The City;
- B. At its own expense obtain all licenses and permits that may be required to discharge all its responsibilities and obligations under this Agreement and co-operate with The City and/or its duly authorized representatives;
- C. operate in a safe manner and in strict conformity with all conditions and obligations set out in its insurance policies and in compliance with all federal, provincial and municipal laws, by-laws, rules and regulations and building policies or other authority and ensuring that all workers are trained and adhere to Occupational Health and Safety standards and national safety standards and to save The City harmless from any liability or cost suffered by it as a result of failure of the DAS to do so;
- D. At its own expense, inspect, maintain and repair to the satisfaction of the City to provide advertising services;
- E. Generate and pursue advertisement leads and inquiries to maximize advertising revenue;
- F. Develop and sign shelter advertising contracts with external clients including payment terms and provide a copy of each to the City;
- G. Provide or procure advertisement design and copywriting services as needed;
- H. Organize advertisement printing services for the advertising clients if required;
- I. Install advertisements and dispose of old advertisements in accordance with City of Corner Brook waste regulations for the

duration of each advertising contract with individual clients;

- J. Review and ensure that advertisements do not include visual, words or suggestive matters that portray pornographic or offensive material, election or political advertisements, or any other themes and images that may be offensive and/or deemed inappropriate by the City;
- K. Sell advertising spaces on a first come first serve basis provided the purchaser meets the requirements in 3(J);
- L. Work closely with The City and provide professional advice as necessary for optimal use of advertising space, increase revenue and project a professional image in the community; and
- M. advise the City of relevant customer service feedback that may be useful to remedy a concern or improve the experience.

4. TERM OF CONTRACT:

The contract will be in effect for a three year effective the signing date of this agreement. Subject to the approval of both parties, there shall be an option to renew for an additional three year term. The option must be exercised, in writing by both parties at least one hundred and eighty (180) days prior to the expiry of the agreement. Renewal will be subject to renegotiation of advertising rates and commission rates.

5. TERMINATION:

- A) Notwithstanding the Term set out in this agreement, if at any time DAS is in default in the performance of any covenants, terms and conditions herein set forth to be performed, the City shall have the right to terminate this Agreement forthwith by serving DAS with a written notice of its' intention to terminate containing the date on which the termination will be effective and the reason(s) for termination. In such instance, DAS shall not be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
- B) Either party may terminate this Agreement without cause by providing the other party with at least six (6) months written notice. Neither party shall be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

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

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

To DAS at: c/o Ray Brake
[REDACTED]
Corner Brook, NL
A2H 3B7

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

7. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any terms or provisions hereof shall be deemed valid and binding unless in writing and signed by an Officer of the Parties. Failure by either party to enforce any terms hereof shall not be deemed a waiver of future enforcement of that, or any other term.
8. DAS agrees that in performance of its services under this agreement neither DAS nor any person employed by or acting as agent for DAS shall be or be deemed to be an officer, servant or agent of the City or Corner Brook City Council. DAS and its employees and agents shall act throughout as independent DASs and shall not be or be deemed to be an employee or agent of the City or Corner Brook City Council.
9. DAS shall indemnify the City against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of DAS or any agent, DAS, servant, employee or licensee of DAS, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.
10. The City and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of DAS its servants or agents in the performance of his, her, its or their obligations under this Agreement. DAS shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.

- 11.** DAS shall, at all times during length of this agreement, at its own expense maintain in force comprehensive public liability insurance and shall provide the City with certificates of a policy or policies of an insurance company or companies for :
- A) Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars.
 - B) Every policy or policies of insurance maintained by DAS shall name the City an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the City on signing, thereafter annually on the anniversary of signing this agreement, and at such other times as required by the City within five (5) days of request of the City.
- 12.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
- 13.** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.
- 14.** 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.
- 15.** No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.
- 16.** In case any part of the Agreement is held void, all other parts or conditions of the agreement will remain valid.

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

SIGNED SEALED AND DELIVERED by
DAS in the presence of:

Paula Brake
Witness

Ray Brake
Witness

Ray Brake
Director

Paula Brake
Director

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

Witness

Mayor or Deputy Mayor

Witness

City Clerk or CAO



Request for Decision (RFD)

Subject: Agreement IOTA Studios INC regarding Griffin Drive Artwork Project.

To: Rodney Cumby
Meeting: Regular Meeting - 26 Jul 2021
Department: Community Services
Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning
Topic Overview: Council approval is required to finalize the agreement with IOTA Studios Inc. for the Griffin Drive-Crow Gulch Art work project.
Attachments: [IOTA Agreement](#)
[IOTA Proposal](#)

BACKGROUND INFORMATION:

This project team consists of two Mi'kmaq artists Marcus Gosse and Jordan Bennett, who will work closely with Mireille Bourgeois of the IOTA Studios Inc to deliver a mural and celebration project for the Griffin Drive-Crow Gulch public art opportunity.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook approve the agreement with IOTA Studios Inc.

Legal Review: Yes

LEGAL REVIEW:

Form of agreement prepared by in house council

RECOMMENDATION:

It is the opinion of staff that the City of Corner Brook enters into an agreement with IOTA Studios Inc. representing Marcus Gosse and Jordan Bennett, to deliver a mural and celebration project at the Griffin Drive-Crow Gulch Artwork location.

As a result, staff recommends Option 1 and that the following motion be supported: That the Council of the City of Corner Brook approve the agreement with IOTA Studios for the amount of \$27,106.09 Plus HST.

ALTERNATIVE IMPLICATIONS:

Options:

1. That the Council of the City of Corner Brook approve the agreement with IOTA Studios INC.
2. That the Council of the City of Corner Brook not approve the agreement with IOTA Studios INC.
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering, Development & Planning	Approved - 21 Jul 2021
Executive Assistant	Approved - 22 Jul 2021

City Manager

This Agreement made in duplicate this 20th day of July 2021 at the City of Corner Brook in the Province of Newfoundland and Labrador

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

Of the First Part

AND **IOTA Studios Inc.**, a body corporate duly incorporated by the laws of Nova Scotia with Registered Office at Lower Sackville, the Province of Nova Scotia (hereinafter referred to as "the Proponent")

Of the Second Part

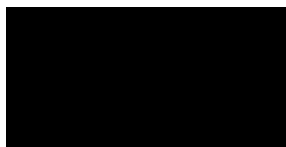
WHEREAS the City issued a request for proposal for a public art installation titled "Corner Brook Griffin Drive Artwork Project 2021-03" (hereinafter called the RFP);

AND WHEREAS the Proponent submitted a proposal to the City in response to the RFP;

AND WHEREAS The City desires to retain the service of the proponent in relation to the RFP;

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

1. The City will pay to the Proponent a flat fee of Twenty Seven Thousand One Hundred and Six dollars and nine cents (\$27,106.09) plus HST where applicable following total completion of the Work in accordance with the breakdown of costs annexed herto as Schedule "A". Payment shall be made in accordance with the schedule in Schedule "A". A Final payment shall be made in full within thirty (30) days of the City having received an invoice from IOTA Studios Inc, and such supporting documentation as the City's Director of Finance and Administration deems necessary in his sole and absolute discretion for validation and processing of the payment.
2. Payment shall be made by cheque addressed to:
IOTA Studios Inc. c/o Mireille Bourgeois



3. The Proponent shall provide the following products and services to the City (the "Work") in accordance with this Agreement and the Contract Documents which are comprised of this Agreement, the RFP and the Proposal:
 - a) The Proponent shall create, provide and install a new public art installation 24 feet by 8 feet in size in the area of the walking trail entrance near Griffin Drive in the City of Corner Brook, Province of Newfoundland and Labrador which location is more particularly described in the RFP;
 - b) The public art installation shall be delivered in accordance with the Proposal and the City's RFP save and except for the "Celebration & Celebration Coordination" portions of the Proposal which shall not be included in the Work;
 - c) The public art installation shall celebrate and promote an understanding of local culture and heritage with an emphasis on the westside/working community and its ties to indigenous culture, heritage, and experience in the Corner Brook area;
 - d) The public art installation shall be a creative new work that is a collaborative design and painting of Jordan Bennett and Marcus Gosse titled "Crow Gulch" as more particularly described in the Proposal;
 - e) The design for the public Art installation shall not contain any imagery that may be considered vulgar, obscene or offensive and shall be preapproved by the City, such approval not to be unreasonably withheld;
 - f) The public art installation shall meet all Regulations of the City, including but not limited to the City signage regulations and development regulations;
 - g) The Proponent shall install the public Art in accordance with drawings to be submitted to the City for approval and to the entire satisfaction of the City.
 - h) Save and except for Celebration Coordination the Proponent shall conduct the Work in accordance with the work plan described in the Proposal, conducting research and consultation prior to Final Design development, mural preparation and painting; and

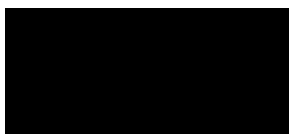
- i) The Proponent shall conduct all work in a good and workmanlike manner and shall use new materials that are durable, weatherproof, and graffiti proof.
- 4. The Work shall commence within five (5) days of execution of this agreement and shall be totally completed on or before August 16th, 2021 subject to any unavoidable delays resulting from provincial or federal government restrictions on travel and/or mandatory isolation requirements between the Provinces of Newfoundland and Labrador and Nova Scotia due to the COVID-19 pandemic. In the event that such restrictions change from the date of execution of the Agreement in a manner that would result in delay in completion of the Work and/or increase the travel costs for the Proponent, the Proponent shall provide the City an estimate of increased travel costs and the City will have the option to either pay the additional travel costs or provide an extension to the Proponent for total completion of the Work.
- 5.
 - i. The Proponent agrees that in performance of the Work under this agreement neither the Proponent nor any person employed by or acting as agent for the Proponent shall be or be deemed to be an officer, servant or agent of the City of Corner Brook or Corner Brook City Council. The Proponent and its officers, directors, employees, agents and contractors shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City of Corner Brook or Corner Brook City Council.
 - ii. The Proponent warranty and guarantee the quality of their Work and shall at their own expense rectify and make good any defect or fault appearing within a period of ten (10) years from the date of total completion of the Work. The City shall give the Proponent written notice of observed defects promptly and the Proponent shall rectify and make good the defect or fault within thirty (30) days of having received notification of same. In the event that the Proponent fail to honour this warranty and guarantee within thirty (30) days of receiving notice, the City may rectify and make good any defect or fault and collect the cost of same from the Proponent as a civil debt along with a penalty of fifty dollars (\$50.00) for each and every week that the Proponent has failed to rectify and make good any defect or fault and/or has failed to reimburse the City the cost of same.

- 6
 - i The City of Corner Brook and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of the Proponent its servants or agents in the performance of his, her, its or their obligations under this Agreement. The Proponent shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.
 - ii. The Proponent shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all copyright claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising. Unless otherwise agreed in writing, the City of Corner Brook confirms that it has no rights to methodology, knowledge, data and other intellectual property of the Commissioned Work created by the Artists. Unless otherwise agreed in writing, all title and ownership interests to all intellectual property, including copyright, in any form, including, without limitation, discoveries (patented or otherwise), software, data (hard copies and machine readable) or processes, conceived, designed, written, produced, developed or reduced to practice in the course of the Commissioned Work vest in and remain with the party that created such intellectual property. The draft or final design of the artwork shall not be reproduced outside of promotion for the site itself, or reproduced digitally or in print, or for the resale in any capacity.
7. Where this Agreement is terminated by the Proponent prior to provision of the services, the Proponent shall thereupon not be entitled to any payments and shall provide full refund to the City of any payments it has made.
8. Where this Agreement is terminated by the City prior to the completion of all Work, the Proponent shall be entitled to payment in accordance with this Agreement in respect of that part of the Work that has been completed up to the date of termination to a maximum of the amount of payment set out in clause 1 herein. Any payment made in excess of the value of the Work provided at the time of termination shall be refunded to the City.

9. The Proponent shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
10. The Proponent agree to comply with all federal, provincial and municipal laws, by-laws, rules and regulations, including obtaining all necessary permits and licences.
11. The Proponent agrees to comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as though the Proponent were an Agent of the Crown;
12. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:
 - a. In the case of notice to the City to:

City Clerk
City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1
 - b. In the case of notice to the Proponent:

IOTA Studios Inc. c/o Mireille Bourgeois



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

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

14. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the Work unless specifically incorporated herein.
15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.
16. The Proponent shall, at all times, and at its own expense maintain in force general liability insurance coverage for a minimum of two million dollars (\$2,000,000.00) per occurrence with respect to their Work and shall provide the City with certificates of a policy or policies of an insurance company or companies on the date of signing this agreement and at such other times as required by the City within five (5) days of request of the City.
17. Clauses #5 and #6 of this Agreement shall survive the termination or expiration of this Agreement.
18. In the event of a conflict between the Contract Documents, the following shall apply:
 - a. This Agreement shall govern over all documents; and
 - b. The Proposal shall govern over the RFP.
18. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.
19. If any of the provisions of this Agreement are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Agreement.

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

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

Witness

Director—IOTA Studios Inc.

Witness

Jordan Bennett

Witness

Marcus Gosse

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

Witness

Mayor or Deputy

Witness

City Clerk or City Manager

RFP for Art Work Project – Jordan Bennett, Marcus Gosse, IOTA Studios
March 10, 2021

Table of Contents

Sent to: tender-rfp@cornerbrook.com

Please find below enclosed in this email package, a full submission to the Corner Brook Griffin Drive Artwork Project 2021-2023

This PDF contains:

Page 1 - **1.0 Executive Summary**
Page 2 to 4 - **2.0 Project Approach**
Page 5 - **3.0 Delivery Schedule**
Page 6 / Appendix A - **4.0 Reference Projects**
Page 6 - **5.0 Team Composition**
Page 7 - **6.0 Schedule of Rates and Fees**
Page 8 to 29 – **Appendix A**

Thank you for your consideration, please do not hesitate to contact me, if you require additional information.

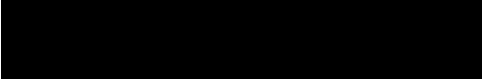
The proponents herein have received and accepted all addenda sent following the RFP release.

Sincerely,

Jordan Bennett and Marcus Gosse

Contact:

Mireille Bourgeois, IOTA Studios Inc.



1.0 Executive Summary

This project team consists of two Mi'kmaq artists Marcus Gosse and Jordan Bennett, who will work closely with Mireille Bourgeois of the IOTA Studios Inc to deliver a mural and celebration project for the Griffin Drive Crow Gulch public art opportunity. The design proposed in this document has been created by both artists in a collaborative exchange. The celebration we envision will be led by Corner Brook local musician Paul Pike, who will coordinate for music a mural launch celebration with drum groups, dancers, and will also MC the event.

Marcus Gosse (Lᑭᑦᑲᑦᑲᑦ)

[REDACTED]

[REDACTED]

[REDACTED]

Paul Pike

[REDACTED]

2.0 Project Approach

This project team consists of two Mi'kmaq artists Marcus Gosse and Jordan Bennett, who will work closely with Mireille Bourgeois of the IOTA Studios Inc to deliver a mural and celebration project for the Griffin Drive Crow Gulch public art opportunity. The design proposed in this document has been created by both artists in a collaborative exchange. The celebration we envision will be led by Corner Brook local musician Paul Pike, who will coordinate for music a mural launch celebration with drum groups, dancers, and will also MC the event. Bennett and Gosse have invited IOTA Studios Inc to project manage this public art project. IOTA Studios is a creative agency based in Halifax that supports the schedule, workflow, team communication, budgeting, and contractual details for projects, and will take on the role as project manager for this project. They have delivered successful public art projects and have a network that can support the administration for working efficiently with a team of facilities managers, fabricators, curators, and installation crews, municipalities, from the conceptual design phase; to locating of proper materials; to the implementation of a production schedule which will involve a combination of an artist's personal time, and hired technicians and consultants who overlook coordinating the logistics of a safe installation, and finally a public reveal and offer curatorial support on the final presentation of the works.

2.1 Project Work Plan:

Preliminary design: at RFP submission.

Outreach and development (6 weeks)

Research (3weeks) - Marcus Gosse and Paul Pike will be the regional coordinators for the project and Jordan Bennett will consult virtually from Nova Scotia. In the first month, the artists will create a series of three community engagement prompts (EX: A call for historical images, stories or experiences related to Crow Gulch as a community which Bennett and Gosse will then pull from as inspiration which will be translated using each artists distinct style and incorporated into the mural), which will be published virtually through Paul Pike's extensive regional network. This invitation to the community will alert the community of the mural activity, operate as a way for individuals to speak of their memories of the site and of their hope for the future of this community rejuvenation. The prompts will inspire the artists while they finalize their design and contribute to research, oral traditional materials, studio work, and Crow Gulch site visits.

Consultation (3 weeks) - The artists will have virtual sit downs with a handful of people relevant to the site and the Crow Gulch stakeholders, to learn about the history, oral traditions and personal anecdotes relevant to the site. Douglas Walbourne-Gough, who wrote the poetry book, Crow Gulch, Marge Benoit-Wheeler, a former Crow Gulch resident, Meagan Musseau, a Mi'kmaq artist who's heritage links her to the area.

Final Design Development (2 weeks) - The artists to discuss and process the research material together and refine design together.

Billboard build - (1 week): Fabrication of billboard by the City of Corner Brook.

Celebration Coordination (1 month overlapping with consultation period): Paul Pike to book performers, equipment, stage, protocols, promotion and event scheduling.

Mural Preparation and Painting (15-19 days) - Bennett to travel from Nova Scotia 3 days prior to mural prep and painting. Artist will gather painting materials (3 days), prime the board and wait for primer to set (2 days), sketch the board with the design (3 days), paint (7 days), 2-4 days to set the paint and then the sealer/coat, Bennett to travel back after 4-5 days for press and clean up.

2.2 Risks and Mitigation:

COVID-19 Conditions:

At the time of submitting this RFP, the COVID-19 pandemic is ongoing. The situation is evolving rapidly, and these parameters are outlined to protect the artists and the City of Cornerbrook during proposed onsite work. If one or more of the following conditions is met within one week of artists scheduled onsite time, the City of Cornerbrook would not require the artists to meet original installation deadline but will work with the artists to determine a revised schedule when conditions improve. The City of Cornerbrook will not require the artists to meet original installation deadline if:

- i. Reported case numbers in Corner Brook are over 30 per day in any of the 7 days immediately preceding the installation. New reported cases must be under 10 per day in Toronto for 7 consecutive days prior to the first scheduled day onsite.
- ii. Accommodation, booked by the artists is compromised due to COVID-19 protocols.
- iii. If travel reservations are lost due to COVID-19, the artist (Jordan Bennett) will need time to rebook prior to travel.
- iv. A mandatory multi-day quarantine in Nova Scotia is in effect for travel between the provinces of Newfoundland and Nova Scotia.

The artists and the City of Corner Brook would have to agree that due to COVID-19 rescheduling the window in which the artist (Jordan Bennett) is onsite may require a change in travel costs. As the artist (Jordan Bennett) would be reimbursed for travel, any increases in travel costs beyond \$600.00 CAD total would need to be discussed with the City of Corner Brook in advance to booking. The City of Corner Brook and the artists would agree that the rescheduled timeline will not change the scope of the project, and that the total amount of the artists onsite time would remain the same.

Personal Protection Equipment (PPE) may be required for reveal day celebrations. Therefore, the project will budget for this in order to provide proper audience PPE for the event such as hand sanitizer, demarcations on the ground for safe distancing, and masks.

All project team members have extensive experience (a combined 15 years) leading public art projects of their own work. From painting directly onto brick with an acrylic paint application and glazes, hand-painting on aluminum panel then fixed to exterior walls, wood/natural stone interior finishes, to silk and metal hanging artworks, this team has a broad network of fabricators and advisors. The artists work closely with a local team of facilities managers, curators, and installation preparators, from the conceptual design phase; to locating of proper materials; to the implementation of a production schedule which involved a combination of design time, and hired technicians and consultants who overlooked coordinating the logistics of a safe installation, and finally a public reveal. To mitigate risk, the artists will attain an insurance package for general liability. They work in a collaborative setting, where a common goal is to have their creative concept implemented in a way that best respects the needs and logistics of the space in question.

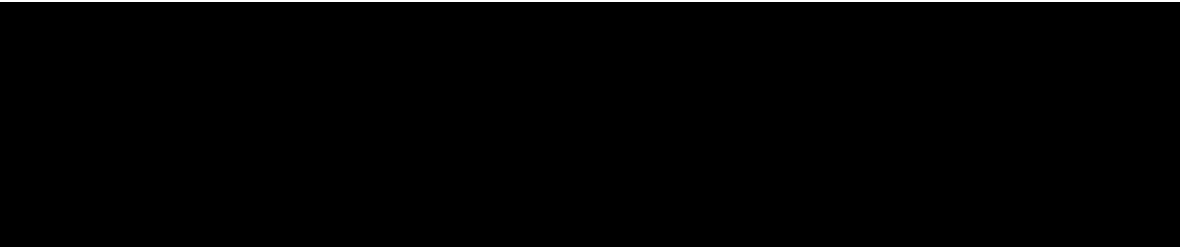
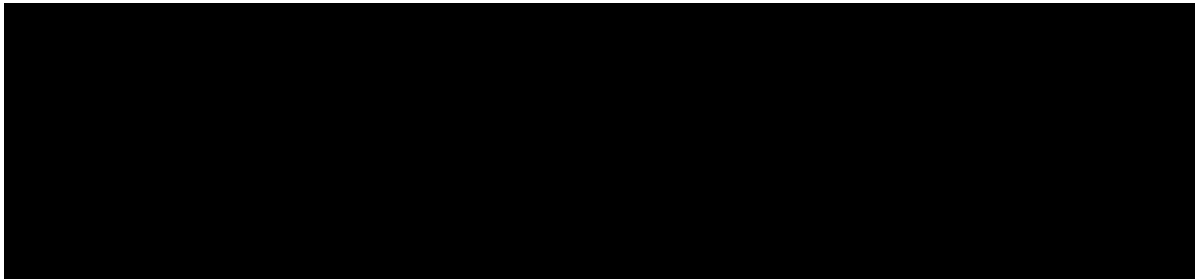
This team is efficient, professional, and enthusiastic. They will work with other professionals and technicians who carry out their portion of the project as addressed in service agreements or contracts; be it fabricators to cut large pieces of materials where artist studio equipment couldn't suffice, consulting on the best materials for durability, the safest techniques for securing public works to surfaces, or project coordinators who handle workflow and budget management. IOTA Studios oversees the entire process, and amends the project schedule, budget and other project markers in collaboration with the commissioning team.

2. 3 Value Added Information

The hillside village of Crow Gulch was settled in the 1920s, and the majority of its residents were Mi'kmaq. Many people who lived in the community of Crow Gulch worked at the Corner Brook Mill. The residents experienced a tremendous amount of racism and a bad reputation from outsiders. However, members of Crow

Gulch remember it as a friendly and close-knit community. Approximately 45 families were relocated in the late 1960s when the City of Corner Brook demolished it. I felt that I needed to honour and remember Crow Gulch and Sandy Point in my new collection because the towns were home to many of our Mi'kmaq People of Ktaqmkuk (Newfoundland). (from published writing by Marcus Gosse)

Artists Jordan Bennett and Marcus Gosse have created a collaborative design that pays tribute to this history and proposes a bright future. This mural is based on a painting titled "Crow Gulch" which displays two crows supporting the community of Crow Gulch, NL. Considering that two crows seen together are considered good luck, in this mural, they represent a higher perspective, adaptability, flexibility, fearlessness and intelligence.



3.0 Delivery Schedule

May 3rd- 16th	May 17th- 30th	May 31st - June 13th	June 14th - June 27th	June 28th- July 16th
Research	Research	Research	Final Design Development	Mural Preparation + Painting
Consultation	Consultation	Consultation	Billboard Build	Mural Reveal + Celebration, July 1
	Celebration Co-ordination	Celebration Co-ordination		

4.0 Reference Projects (Appendix A)

5.0 Team Composition

Marcus Gosse (L[≧]b[∧]·b[∧])

the 1990s, the number of people in the United States who are 65 years of age or older has increased by 50 percent, and the number of people 75 years of age or older has increased by 100 percent. The number of people 85 years of age or older has increased by 200 percent. The number of people 90 years of age or older has increased by 400 percent. The number of people 95 years of age or older has increased by 800 percent. The number of people 100 years of age or older has increased by 1,600 percent. The number of people 105 years of age or older has increased by 3,200 percent. The number of people 110 years of age or older has increased by 6,400 percent. The number of people 115 years of age or older has increased by 12,800 percent. The number of people 120 years of age or older has increased by 25,600 percent. The number of people 125 years of age or older has increased by 51,200 percent. The number of people 130 years of age or older has increased by 102,400 percent. The number of people 135 years of age or older has increased by 204,800 percent. The number of people 140 years of age or older has increased by 409,600 percent. The number of people 145 years of age or older has increased by 819,200 percent. The number of people 150 years of age or older has increased by 1,638,400 percent. The number of people 155 years of age or older has increased by 3,276,800 percent. The number of people 160 years of age or older has increased by 6,553,600 percent. The number of people 165 years of age or older has increased by 13,107,200 percent. The number of people 170 years of age or older has increased by 26,214,400 percent. The number of people 175 years of age or older has increased by 52,428,800 percent. The number of people 180 years of age or older has increased by 104,857,600 percent. The number of people 185 years of age or older has increased by 209,715,200 percent. The number of people 190 years of age or older has increased by 419,430,400 percent. The number of people 195 years of age or older has increased by 838,860,800 percent. The number of people 200 years of age or older has increased by 1,677,721,600 percent. The number of people 205 years of age or older has increased by 3,355,443,200 percent. The number of people 210 years of age or older has increased by 6,710,886,400 percent. The number of people 215 years of age or older has increased by 13,421,772,800 percent. The number of people 220 years of age or older has increased by 26,843,545,600 percent. The number of people 225 years of age or older has increased by 53,687,091,200 percent. The number of people 230 years of age or older has increased by 107,374,182,400 percent. The number of people 235 years of age or older has increased by 214,748,364,800 percent. The number of people 240 years of age or older has increased by 429,496,729,600 percent. The number of people 245 years of age or older has increased by 858,993,459,200 percent. The number of people 250 years of age or older has increased by 1,717,986,918,400 percent. The number of people 255 years of age or older has increased by 3,435,973,836,800 percent. The number of people 260 years of age or older has increased by 6,871,947,673,600 percent. The number of people 265 years of age or older has increased by 13,743,895,347,200 percent. The number of people 270 years of age or older has increased by 27,487,790,694,400 percent. The number of people 275 years of age or older has increased by 54,975,581,388,800 percent. The number of people 280 years of age or older has increased by 109,951,162,777,600 percent. The number of people 285 years of age or older has increased by 219,902,325,555,200 percent. The number of people 290 years of age or older has increased by 439,804,651,110,400 percent. The number of people 295 years of age or older has increased by 879,609,302,220,800 percent. The number of people 300 years of age or older has increased by 1,759,218,604,441,600 percent. The number of people 305 years of age or older has increased by 3,518,437,208,883,200 percent. The number of people 310 years of age or older has increased by 7,036,874,417,766,400 percent. The number of people 315 years of age or older has increased by 14,073,748,835,532,800 percent. The number of people 320 years of age or older has increased by 28,147,497,671,065,600 percent. The number of people 325 years of age or older has increased by 56,294,995,342,131,200 percent. The number of people 330 years of age or older has increased by 112,589,990,684,262,400 percent. The number of people 335 years of age or older has increased by 225,179,981,368,524,800 percent. The number of people 340 years of age or older has increased by 450,359,962,737,049,600 percent. The number of people 345 years of age or older has increased by 900,719,925,474,099,200 percent. The number of people 350 years of age or older has increased by 1,801,439,850,948,198,400 percent. The number of people 355 years of age or older has increased by 3,602,879,701,896,396,800 percent. The number of people 360 years of age or older has increased by 7,205,759,403,792,793,600 percent. The number of people 365 years of age or older has increased by 14,411,518,807,585,587,200 percent. The number of people 370 years of age or older has increased by 28,823,037,615,171,174,400 percent. The number of people 375 years of age or older has increased by 57,646,075,230,342,348,800 percent. The number of people 380 years of age or older has increased by 115,292,150,460,684,697,600 percent. The number of people 385 years of age or older has increased by 230,584,300,921,369,395,200 percent. The number of people 390 years of age or older has increased by 461,168,601,842,738,790,400 percent. The number of people 395 years of age or older has increased by 922,337,203,685,477,580,800 percent. The number of people 400 years of age or older has increased by 1,844,674,407,370,955,161,600 percent. The number of people 405 years of age or older has increased by 3,689,348,814,741,910,323,200 percent. The number of people 410 years of age or older has increased by 7,378,697,629,483,820,646,400 percent. The number of people 415 years of age or older has increased by 14,757,395,258,967,641,292,800 percent. The number of people 420 years of age or older has increased by 29,514,790,517,935,282,585,600 percent. The number of people 425 years of age or older has increased by 59,029,581,035,870,565,171,200 percent. The number of people 430 years of age or older has increased by 118,059,162,071,741,130,342,400 percent. The number of people 435 years of age or older has increased by 236,118,324,143,482,260,684,800 percent. The number of people 440 years of age or older has increased by 472,236,648,286,964,521,369,600 percent. The number of people 445 years of age or older has increased by 944,473,296,573,929,042,739,200 percent. The number of people 450 years of age or older has increased by 1,888,946,593,147,858,085,478,400 percent. The number of people 455 years of age or older has increased by 3,777,893,186,295,716,170,956,800 percent. The number of people 460 years of age or older has increased by 7,555,786,372,591,432,341,913,600 percent. The number of people 465 years of age or older has increased by 15,111,572,745,182,864,683,827,200 percent. The number of people 470 years of age or older has increased by 30,223,145,490,365,729,367,654,400 percent. The number of people 475 years of age or older has increased by 60,446,290,980,731,458,735,308,800 percent. The number of people 480 years of age or older has increased by 120,892,581,961,462,917,470,617,600 percent. The number of people 485 years of age or older has increased by 241,785,163,922,925,834,941,235,200 percent. The number of people 490 years of age or older has increased by 483,570,327,845,851,669,882,470,400 percent. The number of people 495 years of age or older has increased by 967,140,655,691,703,339,764,940,800 percent. The number of people 500 years of age or older has increased by 1,934,281,311,383,406,679,529,881,600 percent. The number of people 505 years of age or older has increased by 3,868,562,622,766,813,359,059,763,200 percent. The number of people 510 years of age or older has increased by 7,737,125,245,533,626,718,119,526,400 percent. The number of people 515 years of age or older has increased by 15,474,250,491,067,253,436,239,052,800 percent. The number of people 520 years of age or older has increased by 30,948,500,982,134,506,872,478,105,600 percent. The number of people 525 years of age or older has increased by 61,897,001,964,269,013,744,956,211,200 percent. The number of people 530 years of age or older has increased by 123,794,003,928,538,027,489,912,422,400 percent. The number of people 535 years of age or older has increased by 247,588,007,857,076,054,979,824,844,800 percent. The number of people 540 years of age or older has increased by 495,176,015,714,152,109,959,649,689,600 percent. The number of people 545 years of age or older has increased by 990,352,031,428,304,219,919,299,379,200 percent. The number of people 550 years of age or older has increased by 1,980,704,062,856,608,439,838,598,758,400 percent. The number of people 555 years of age or older has increased by 3,961,408,125,713,216,879,677,197,516,800 percent. The number of people 560 years of age or older has increased by 7,922,816,251,426,433,759,354,395,033,600 percent. The number of people 565 years of age or older has increased by 15,845,632,502,852,867,518,708,790,067,200 percent. The number of people 570

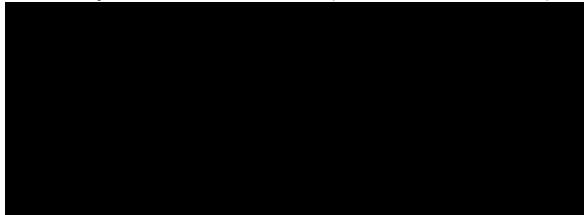
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SPIRIT BAY DRUMMERS: a traditional drum group of Mi'kmaq men from Bay St. George, singing and praying for their communities. Members of the group are Troy Bennett, Perry Young, Charlie White, Larry Neville, and Wayne Alexander.

The Corner Brook Aboriginal Women's Assoc.: The Corner Brook Aboriginal Women's Association is a local organization, incorporated in 2010, made up of indigenous women or women who identify as such. We promote and embrace indigenous culture and traditions. We support each other and serve as a resource within our community. Together we drum, sing, craft and participate in ceremony.

Mi'kmaq Traditional Dancers: (under consideration).



Speedpro (billboard builders)

The Didactic panel: will be produced on a product that can hold up to the weather, UV, vandalism, and bear the weight of spectators leaning on the sign as they read.

Billboard: Build and install a billboard of 8'h x 24'w, with 6"x6" posts cemented into the ground at 4', with the bottom of the mural sitting between 2-4' above the ground.

6.0 Schedule of Rates and Fees (enclosed with application in password protected file titled "Financial")

Appendix A – project reference and personnel reference templates

Jordan Bennett



Project Description: *Tepkik*, 2018-2020.

Commissioning agent, Brookfield Place Toronto

Materials, Print on Polysilk, 3M reflective print on Aluminum panels

Dimensions, 100'x40'x25'

Role of the proponent: Artist

Challenges: This was the first artwork of its scale for the artist. There were many logistics which were a challenge.

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Toronto/New York City/Ottawa

Client reference: commissioned by Brookfield Place Toronto

Funding (approved and final): \$300,000 (50-100K per installation)

Key project staff roles : Pearl Wagner Art Consultants, project managed by IOTA Studios (Toronto)



Project description: *Pjila'si*, 2019.

This public art piece by artist Jordan Bennett is titled *Pjila'si* (Welcome) and was commissioned by the Zatzman Sportsplex and the Halifax Regional Municipality. It was project-managed by IOTA Studios and incorporates various materials, traditional Mi'kmaq motifs and colour to create an artwork that explores the various histories, traditions and contributions to sport in Mi'kmaki such as the canoe, hockey, basketball and more.

Materials: Oak, walnut, maple, Labradorite, steel, acrylic paint, ash, plexiglass, 3M reflective print on Aluminum panels
Dimensions: 35'x10'x2'

Role of the proponent: Artist

Challenges: the artwork was installed next to a major entrance. The humidity levels affected the materials of the work and we had to mitigate this through repairs and a change of some materials and coatings.

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Dartmouth

Client reference: Zatzman Sportsplex, commissioned by City of Halifax Regional Municipality

Funding (approved and final): \$250,000

Key project staff roles: IOTA Studios: Project Manager



Project Description: *Pi'tawe'k*, 2019

Bennett's large-scale mural titled *Pi'tawe'k*—meaning “he/she is upriver” in the Mi'kmaw language — draws upon his research and understanding of Mi'kmaw and Beothuk artforms. Among some imagery are the silhouettes of Beothuk caribou- bone pendants found near the town of Bonavista, a Beothuk canoe, references to Mi'kmaw basketry motifs, and star-like shapes based on ancient petroglyphs from Kejimikujik National Park and Conception Bay South. Painted elements alongside reflective prints on metal panel—materials commonly used for road signage—promote a sense of presence and act as a guiding beacon throughout all hours of the day and night (in the evening, the reflective components are illuminated by the headlights of passing vehicles). This project was commissioned by the Bonavista Biennale.

Materials: Acrylic paint on wall, 3M Diamond Grade reflective prints on Alupanel

Dimensions: 15.24 x 9.14m (50 x 30')

Role of the proponent: Artist

Challenges: N/A

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Bonavista Biennale, Bonavista, Newfoundland

Client reference: Bonavista Biennale

Funding (appraised): \$73,000

Key project staff roles: IOTA Studios: Project Manager



Project Description: *Ne'ata'q (Sun is Coming Out)*, 2019

Materials: Print on Vinyl

Photo: NOCTURNE

Role of the proponent: Artist

Challenges: The building owner rented the space behind the window installation and we had to reduce our installation period.

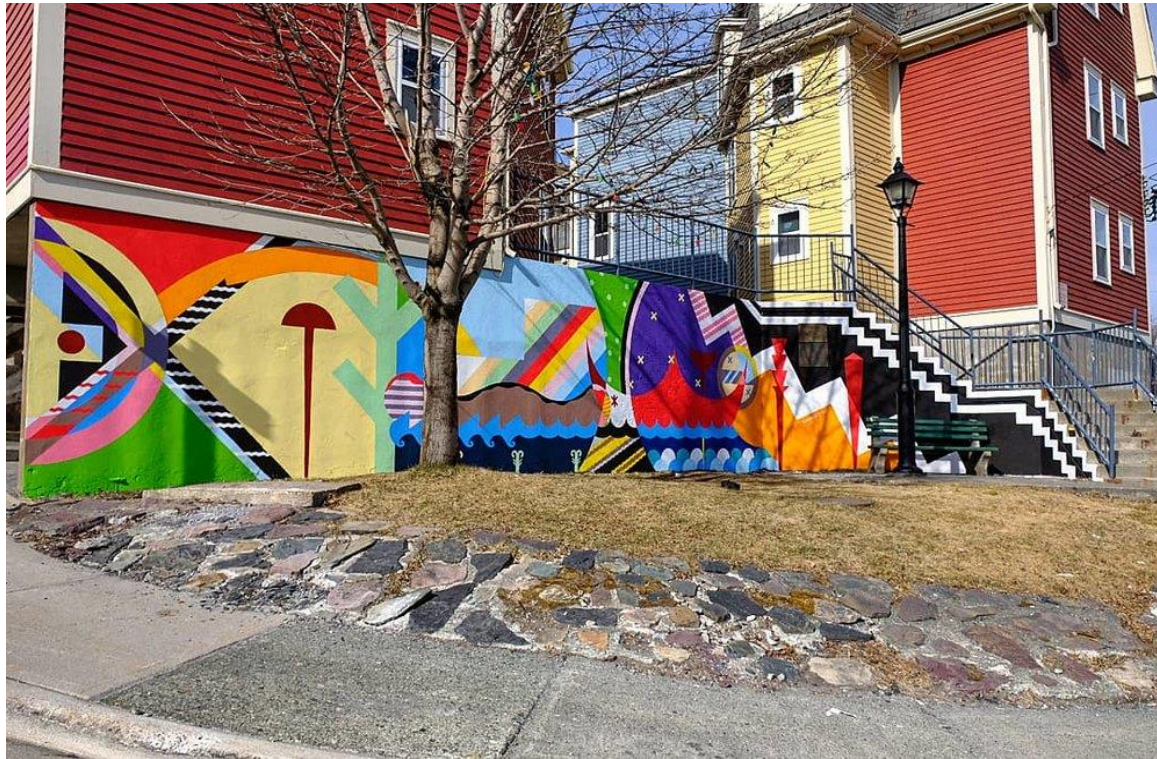
Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: 1566 Barrington Street, Halifax, NS

Client reference: commissioned by NOCTURNE, DHBC's for Gritty to Pretty Program

Funding (approved and final): \$8,000

Key project staff roles: IOTA Studios: project manager



Project Description: Ktaqmukuk- Msit No'kmaq 2018

Mural for the City of St.Johns, Ktaqmukuk (Newfoundland) in collaboration with Eastern Edge Art Gallery for the Identify Festival of Indigenous art and culture.

Materials: Acrylic paint on brock

Dimensions: 24' x 8'

Role of the proponent: Artist

Challenges: N/A

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project Location: St. John's Newfoundland

Client reference: Eastern Edge Gallery for the Identify Festival of Indigenous art and culture.

Funding: \$25,400

Key project staff roles: IOTA Studios: project manager



Project Description: *Mawpile'n*, 2017

Materials: Acrylic Paint on Aluminum

Dimensions: 8'x8'

Role of the proponent: Artist

Challenges: N/A

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Client reference: Collaboration with Dee Barsy (Right panel) through Synonym Art Collective and WAG

Funding: \$25,000

Key project staff roles: Artist-led project

Marcus Gosse

1. Title: "The Journey of NAWN", Artist: Marcus Gosse – Ala'suinu("Traveler"), Medium: Acrylic on Hide, Date Completed: June 2019

Project description: This painting portrays the timeline and journey of the Newfoundland Aboriginal Women's Network (NAWN) from 2005 to Present Day (2019). NAWN's mission is to promote, enhance, and encourage the health and social, educational, economic, cultural and political well-being of Aboriginal women in Newfoundland (Ktaqmkuk). This painting represents the many projects and programs that NAWN has offered to Aboriginal women across the island. It starts with the Dream Catcher Logo created by Starlen Thistle, and continues with a multitude of projects that involve Elders and Youth, Drug Awareness, Cultural Teachings and Retreats, and making changes within the justice system. The main colours that are present in the painting are red to represent the Murdered and Missing Women and Girls (MMIWG) Awareness Movement, and purple which symbolizes violence prevention against women. The bear and wolf paws represent strength and courage; the butterflies represent change, inner growth, endurance, transformation, and hope; and the dragonflies symbolize happiness, new beginnings, and love. There are various double curve patterns displayed within animals, paw prints and surrounding images to show the continuity of our culture and our people.

Role of the proponent: Artist

Challenges: Had to be completed in 7 days

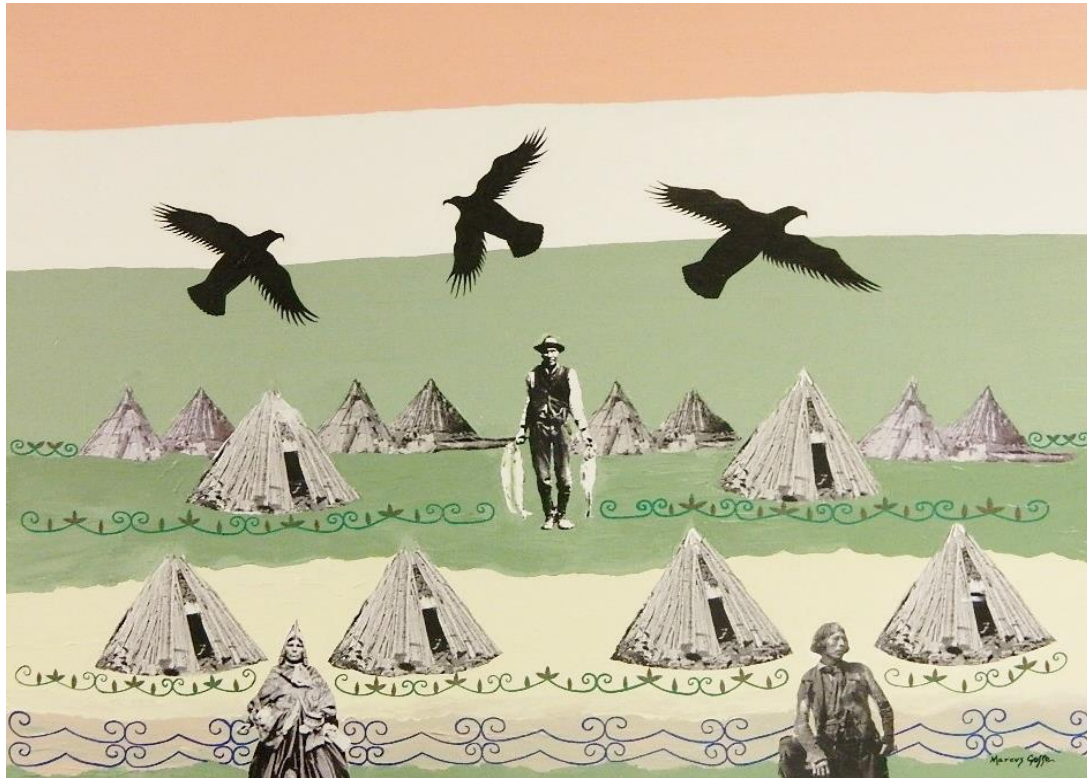
Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: 90 Main Street, Stephenville, NL

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: N/A



Painting 2: Title: "The Beginning" ("Na Tmg") - Beginning -1700's" - Mural Panel # 1, Mixed Media Panel Mural - Title: "K'taqmkuk (Newfoundland - Land Across The Water), Collection: "Mi'kmaq Utopia", Medium: Mixed Media(Acrylic, Oil, and Photographic Clippings on Canvas), Size: 36" X 48", Date: 2014

Project description: 4 Paintings were combined to create a quadriptych (has four parts) and act as a painting mural set called "K'taqmkuk (Newfoundland - Land Across The Water)

Role of the proponent: Artist

Challenges: None

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Stephenville, NL On Permanent Display at:

The Regional Museum of Art and History, 45 Oregon Drive, Stephenville, Newfoundland and Labrador

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: N/A



Painting 3: Title: "Sandy Point, NL" - ca.1800's- (Mixing of French, English, and The Mi'kmaq)-Mural Panel # 2,Mixed Media Panel Mural - Title: "K'taqmkuk" (Newfoundland - Land Across The Water), Collection: "Mi'kmaq Utopia", Medium: Mixed Media(Acrylic, Oil, and Photographic Clippings on Canvas), Size: 36" X 48", Date Completed: 2014

Project description: 4 Paintings were combined to create a quadriptych (has four parts) and act as a painting mural set called "K'taqmkuk (Newfoundland - Land Across The Water)

Role of the proponent: Artist

Challenges: None

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Stephenville, NL On Permanent Display at:

The Regional Museum of Art and History, 45 Oregon Drive, Stephenville, Newfoundland and Labrador

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: N/A



Painting 4: Title: "Stephenville, NL (The Hub)" - ca. 1900's - Mural Panel # 3, Mixed Media Panel Mural - Title: "K'taqmkuk" (Newfoundland - Land Across The Water), Collection: "Mi'kmaq Utopia", Medium: Mixed Media (Acrylic, Oil, and Photographic Clipping on Canvas), Size: 36" X 48", Date Completed: 2014

Project description: 4 Paintings were combined to create a quadriptych (has four parts) and act as a painting mural set called "K'taqmkuk (Newfoundland - Land Across The Water)"

Role of the proponent: Artist

Challenges: None

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Stephenville, NL On Permanent Display at:

The Regional Museum of Art and History, 45 Oregon Drive, Stephenville, Newfoundland and Labrador

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: N/A



Painting 5: Title: "Joyful Time" ("Mawiulta'suaqan") -ca. 2000's - Panel #4

Mixed Media Panel Mural - Title: "K'taqmkuk " (Newfoundland - Land Across The Water)

Collection: "Mi'kmaq Utopia"

Medium: Mixed Media (Acrylic, Oil, and Photographic Clippings on Canvas) Size: 36" X 48"

Date Completed: 2014

Project description: 4 Paintings were combined to create a quadriptych (has four parts) and act as a painting mural set called "K'taqmkuk (Newfoundland - Land Across The Water)

Role of the proponent: Artist

Challenges: None

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Stephenville, NL On Permanent Display at:

The Regional Museum of Art and History, 45 Oregon Drive, Stephenville, Newfoundland and Labrador

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: N/A



Painting 6: Title: "Striving To Gather Knowledge" ("Getantoq Gina'matimng") - Mi'kmaq Museum, St. George's, NL , Medium: Acrylic, Oil, and Photo Clipping on Canvas(Mixed Media), Size: 36" X 48", Date Completed: 2014

Project description: Mixed Media Painting donated to the K'taqmkuk Mi'kmaw Museum

Role of the proponent: Artist

Challenges: N/A

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: St. George's, NL

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: N/A



Painting 7. Love- Title: "Love" ("Gesalatl"), Collection: "Mi'kmaq Utopia", Medium: Acrylic and Oil on Canvas, Size: 36" X 48", Date Completed: 2014

Project description: Painting purchased from Leyton Gallery of Fine Art for City Hall Permanent Collection

Role of the proponent: Artist

Challenges: N/A

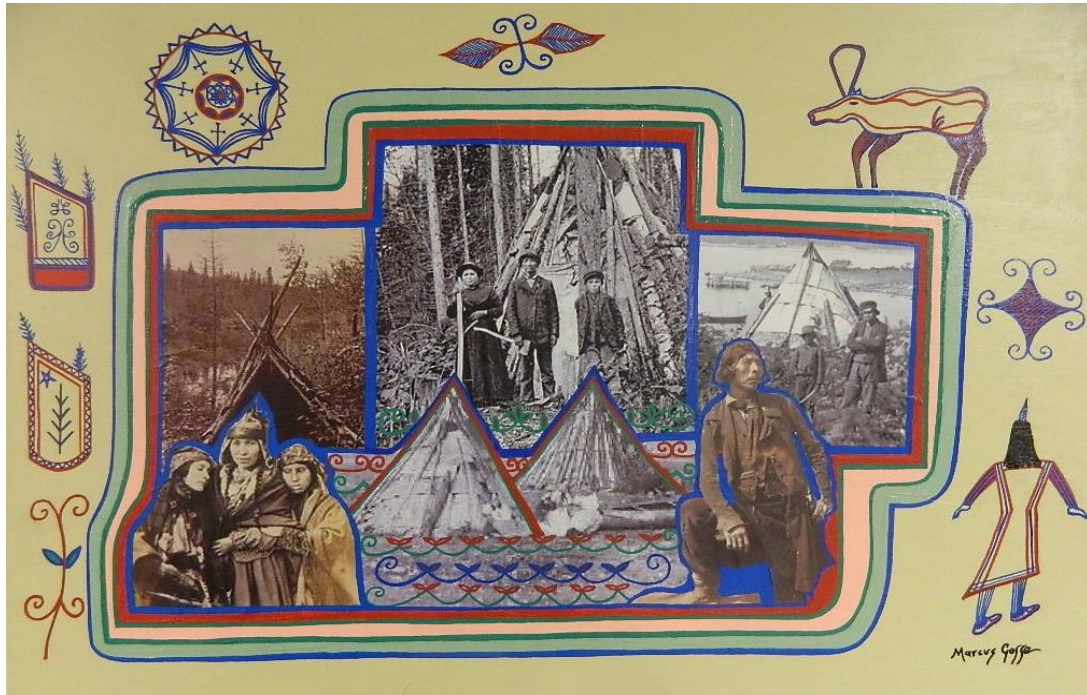
Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: City Hall (City of St. John's)-St. John's, NL

Client reference: N/A

Funding (approved and final): \$600

Key project staff roles: N/A



Painting 8:-Title: "At Home" (Where I'm From)- "Mala" , Medium: Acrylic, Oil, and Photo Clipping on Canvas(Mixed Media), Size: 36" X 48", Date Completed: 2014

Project description: Donation to Regional Museum of Bay St. George Description: All The Images Circulating The Clippings Are Paintings Based on Petroglyphs(Carvings In Stone) from Kejimikujik National Park in Nova Scotia.

Role of the proponent: Artist

Challenges: N/A

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Stephenville, NL

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: N/A



Painting 9: Title: MMIWG Commemorative Mural Painting

Project description: MMIWG Mural Painting

Role of the proponent: Artist

Challenges: Trying to have all staff add their thoughts and paint strokes to the painting

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Newfoundland Aboriginal Women's Network(NAWN)- (90 Main Street, Stephenville, NL)

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: Although the majority of the painting was painted by Mi'kmaq Artist Marcus Gosse, the members of the Stephenville Friendship Centre(PDIFC) and NAWN contributed as well.



Painting 10: Title: "Shining Bright" ("Paqtasit") - Brook Trout, Medium: Acrylic on Canvas, Size: 18" X 24", Date Completed: 2015, Purchased By The Rooms Provincial Art Acquisition for Permanent Collection

Project description: Purchased By The Rooms Provincial Art Acquisition for Permanent Collection

Role of the proponent: Artist

Challenges: Trying to have all staff add their thoughts and paint strokes to the painting

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Premier Andrew Fureys Office (Office of the Premier of Newfoundland & Labrador), St. John's, NL

Funding (approved and final): The Rooms Provincial Art Gallery

Key project staff roles: The Leyton Gallery of Fine Art in St. John's sold it to the The Rooms Provincial Gallery and the Premiers Office selected this painting.



Painting 11: "Come Home Year" Mural Commissioned by The Town of Torbay, Title: "Moonlight Over Tapper's Cove" (Torbay, NL), Medium: Mural - Boat Paint (Oil) on concrete break water wall, Size: Approximately 60 feet (length) X 5 feet (width) X 8 feet (height), 2005

Project description: Commissioned Mural For Torbay Come Home Year-Commissioned By: Town of Stephenville to re-create the houses and stores in Torbay from Tapper's Cove, Torbay, NL

Role of the proponent: Artist

Challenges: Trying to have all staff add their thoughts and paint strokes to the painting

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Tapper's Cove, Torbay, NL

Funding (approved and final): N/A

Key project staff roles: The Leyton Gallery sold it to the The Rooms Provincial Gallery



Painting 12: Title of mural: "Starry Night at the Killick Cafe"

Project description: Commissioned Mural for Killick Cafe - Description: A 'Killick' is an anchor made out of rock, rope, and wood. This Killick is painted with the Newfoundland Republic Flag colours-green(rope), pink(wood frame), and white(rock).

Role of the proponent: Artist

Challenges: The wall was not completely flat

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Killick Café, Stephenville, NL

Funding (approved and final): N/A

Key project staff roles: The owner commissioned Marcus to create a mural



Painting 13: Title: "Holy Mackerel!" ("Sape'wig Amlumak!"), Medium: Acrylic on Canvas, Date Completed: 2017

Project description: This painting was purchased by Hew and Draw Hotel. It displays a cluster of Mackerel. It is a metaphor to show that we need to stick together and support each other culturally.

Role of the proponent: Artist

Challenges: N/A

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Hew and Draw Hotel, Corner Brook, NL

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: The Leyton Gallery of Fine Art represents Marcus professionally as an artist, and sold this painting to Hew and Draw Hotel.



Painting 14: Searching For Our Culture, Acrylic on Canvas, Size: 18" x 24" , 2017

Project description: This painting was purchased by The Town of Stephenville, NL for their permanent collection.

Role of the proponent: Artist

Challenges: N/A

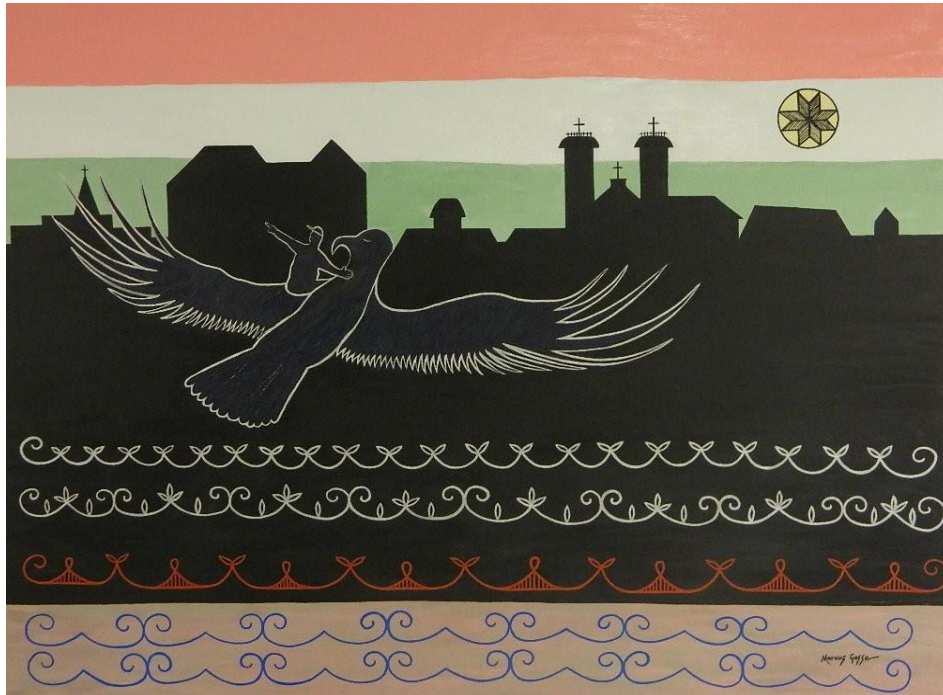
Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: This painting is displayed in the Town Council Chamber Room

Client reference: N/A

Funding (approved and final): N/A

Key project staff roles: Artist sold directly to Town of Stephenville



Painting 10: Title: "Vision From A Sweat Lodge", Medium: Acrylic and Oil on Canvas, Size: 36" X 48", Date Completed: 2014, Sold To: The Rooms, 2015 Provincial Art Procurement Program, Permanent Collection, St. John's, NL, March 11, 2015

Project description: Purchased By The Rooms Provincial Art Acquisition for Permanent Collection

Role of the proponent: Artist

Challenges: None

Climate Change Adaptation/ Mitigation measure incorporated: N/A

Project location: Government House (Lieutenant Governor Judy M. Foote), 50 Military Road, St. John's, Newfoundland and Labrador

Funding (approved and final): The Rooms Provincial Art Gallery

Key project staff roles: The Leyton Gallery of Fine Art in St. John's sold it to The Rooms Provincial Gallery and the Government House acquired it for their permanent collection



Request for Decision (RFD)

Subject: Agreement with Cangro Services Ltd regarding Griffin Drive Lot Beautification.

To: Rodney Cumby
Meeting: Regular Meeting - 26 Jul 2021
Department: Community Services
Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning
Topic Overview: Council approval is required to finalize the agreement with Cangro Services for beautification of the Griffin Drive Lot, (Crow Gulch Art work Location).
Attachments: [Cangro Services Agreement](#)
[Cangro Services Proposal](#)

BACKGROUND INFORMATION:

In response to our call for quotes, several were obtained from local businesses to beautify the art work location. After a careful analysis, the proposal of Cangro Services was found to be the most suitable. Accordingly, an agreement was prepared and was reviewed by the in house solicitor.

Cangro Services Ltd has professional commercial and residential landscaping experience and expertise in the Corner Brook and surrounding areas for more than 27 years.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook approve the agreement with Cangro Services Ltd.

Legal Review: Yes

LEGAL REVIEW:

Form of agreement prepared by in house council

RECOMMENDATION:

It is the opinion of staff that the City of Corner Brook enter into an agreement with Cangro Services Ltd. providing landscaping and beautification services at the Crow Gulch Artwork location.

As a result, staff recommend Option 1 and that the following motion be supported

ALTERNATIVE IMPLICATIONS:

Options:

1. That the Council of the City of Corner Brook approve the agreement with Cangro Services Ltd., paying the Contractor a flat fee of Ten Thousand Eight Hundred Dollars (\$10,800.00) plus HST for services rendered.
2. That the Council of the City of Corner Brook not approve the agreement with Cangro Services Ltd.
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering, Development & Planning	Approved - 21 Jul 2021
Executive Assistant	Approved - 22 Jul 2021

City Manager

This Agreement made in duplicate this 20th day of July 2021 at the City of Corner Brook in the Province of Newfoundland and Labrador

Between **City of Corner Brook**, a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended (hereinafter referred to as "the City")
Of the First Part

AND **Cangro Services Limited**, a body corporate duly incorporated by the laws of Newfoundland & Labrador with Registered Office at Corner Brook, the Province of Newfoundland & Labrador (hereinafter referred to as "the Contractor")
Of the Second Part

WHEREAS the City has commissioned new artwork to be installed at Griffin Drive, in the City of Corner Brook, Province of Newfoundland & Labrador the "Artwork");

AND WHEREAS the City desires to retain the services of the Contractor in relation to installation of certain constructs as more particularly described herein for beautification of the area and protection of the Artwork and the Contractor is willing to so provide its services;

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

1. The City will pay to the Contractor a flat fee of Ten Thousand Eight Hundred dollars (\$10,800.00) plus HST where applicable following total completion of the Work to the satisfaction of the City. Final payment shall be made in full within thirty (30) days of the City having received an invoice from the Contractor and such supporting documentation as the City's Director of Finance and Administration deems necessary in his sole and absolute discretion for validation and processing of the payment.
2. Payment shall be made by cheque addressed to:
Cangro Services Ltd.
PO Box 426, Stn Main
Corner Brook, NL
A2H 6E3

3. The Contractor shall provide the following products and services to the City (the "Work") in accordance with this Agreement:
 - a) The Contractor shall provide all materials and place, construct and install the following items in the area of the walking trail entrance near Griffin Drive in the City of Corner Brook, Province of Newfoundland and Labrador (which location is more particularly described in Schedule A" annexed) in accordance with the design sketch annexed hereto as Schedule "B":
 - (i) Chain link fencing comprised of 8-4x4x6 feet long pressure treated posts set in concrete footings with 70 linear feet of galvanized chain 5/16 x 1, 5/16;
 - (ii) 90 tons of Red class A;
 - (iii) 8 Maple Trees 50 mm; and
 - (iv) 3 pressure treated picnic tables.
 - b) The Contractor shall conduct all work in a good and workmanlike manner and shall use new materials that are reasonably durable & weatherproof for their purpose.
4. The Work shall commence within five (5) days of execution of this agreement and shall be totally completed on or before August 15th, 2021. The Contractor acknowledges and agrees that there will be other contractors and artists on site completing the installation of the Artwork during the same timeframe and agrees to coordinate the Work so as not to interfere with or harm the timely completion and installation of the Artwork.
5.
 - i. The Contractor agrees that in performance of the Work under this agreement neither the Contractor nor any person employed by or acting as agent for the Contractor shall be or be deemed to be an officer, servant or agent of the City of Corner Brook or Corner Brook City Council. The Contractor and its officers, directors, employees, agents and contractors shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City of Corner Brook or Corner Brook City Council.
 - ii. The Contractor hereby guarantees & warrants the quality of its Work and shall at its own expense rectify and make good any defect or fault appearing within a period of five (5) years from the date of total completion of the Work. The City shall give the Contractor written notice of observed defects promptly and the Contractor shall rectify and make good the defect or fault within thirty (30) days of having received notification of same. In the event that the Contractor fails to honour this warranty and guarantee within thirty (30) days of receiving notice, the City may rectify and make good any defect or fault and

collect the cost of same from the Contractor as a civil debt along with a penalty of fifty dollars (\$50.00) for each and every week that the Contractor has failed to rectify and make good any defect or fault and/or has failed to reimburse the City the cost of same.

iii. The Contractor agrees to be responsible for and to make good and fully compensate the City for any damage that may be caused to the Artwork by the Contractors Work.

6. The City of Corner Brook and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of the Contractor its servants or agents in the performance of his, her, its or their obligations under this Agreement. The Contractor shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.
7. Where this Agreement is terminated by the Contractor prior to provision of the services, the Contractor shall thereupon not be entitled to any payments and shall provide full refund to the City of any payments it has made.
8. Where this Agreement is terminated by the City prior to the completion of all Work, the Contractor shall be entitled to payment in accordance with this Agreement in respect of that part of the Work that has been completed up to the date of termination to a maximum of payment set out in clause 1 herein that would apply to the percentage of the Work completed. Any payment made in excess of the value of the Work provided at the time of termination shall be refunded to the City.
9. The Contractor shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
10. The Contractor agree to comply with all federal, provincial and municipal laws, by-laws, rules and regulations, including obtaining all necessary permits and licences.

11. The Contractor agrees to comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as though the Contractor were an Agent of the Crown;
12. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:
 - a. In the case of notice to the City to: City Clerk
 City of Corner Brook
 P.O. Box 1080
 Corner Brook, NL
 A2H 6E1
 - b. In the case of notice to the Contractor:
 Cangro Services Limited
 PO Box 426, Stn Main
 Corner Brook, NL
 A2H 6E3

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

13. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
14. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the Work unless specifically incorporated herein.
15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.
16. The Contractor shall, at all times, and at its own expense maintain in force general liability insurance coverage for a minimum of two million dollars (\$2,000,000.00) per occurrence with respect to their Work and shall provide the City with certificates of a policy or policies of an insurance company or companies on the date of signing this agreement and at such other times as required by the City within five (5) days of request of the City.

17. Clauses #5 and #6 of this Agreement shall survive the termination or expiration of this Agreement.
18. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.
19. If any of the provisions of this Agreement are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Agreement.

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

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

Witness

Director

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

Witness

Mayor or Deputy

Witness

City Clerk or City Manager



PO BOX 426, STN MAIN

Corner Brook, NL

A2H 6E3

QUOTE

Date: May 28, 2021

Customer: City of Corner Brook

Attn: Glenda Simms

Reference: **Griffen Drive Artwork Project Corner Brook- NL****Description of service(s) provided:** *Labor, Material & Equipment Hire for the following:*

- (1) Supply and install 8-4x4x6 feet long pressure treated posts set in concrete footings come with 70 linear feet of galvanized chain 5/16 x 1,5/16
- (2) Supply and place 90 tons of Red class A (if available locally)
- (3) Supply and plant 8 Maple trees 50mm
- (4) Supply and deliver 3 picnic tables Pressure treated.

Contract Price of **\$10,800.00+HST**

Note: All prices are only good for 3 days the Quote may change due to increase in prices of lumber, steel (chain). Also may be a 2 or 3 week wait time on trees.

Note

Note: If we have to bring in Red Class A from an outside source then an additional cost of \$4,500+HST will be required.

Thank-you!

Jeff Banks

Signature

7 ARICEEN PLACE,, WATSONS POND INDUSTRIAL PARK TEL: (709) 634-7781 FAX (709) 634-3662



Request for Decision (RFD)

Subject: Participark Trail Redevelopment Funding Adjustment Request

To: Rodney Cumby
Meeting: Regular Meeting - 26 Jul 2021
Department: City Manager
Staff Contact: Alice Will, Executive Assistant
Topic Overview:

BACKGROUND INFORMATION:

The City of Corner Brook appreciates the great value in promoting our Indigenous tourism products and is fully supportive of the redevelopment plan for the Participark. On October 21, 2019 the Council of the City of Corner Brook approved a commitment of 17% (including HST) of the total project cost up to a maximum of \$112,000.

The original cost-sharing agreement is as follows:

The original budget which included provincial funding, was \$1.6 Million. Provincial funding did not come through, therefore the budget was revised back to \$648,000 with the following shares:

Federal Government – \$486,000
 City of Corner Brook -- \$112,000
 Kinsmen Club of Corner Brook -- \$50,000

The Kinsmen Club of Corner Brook is no longer able to finance the project. This leaves a \$50,000 gap in the project budget.

Qalipu First Nation Council has approved a contribution of \$30,000, and are requesting that the City of Corner Brook approve a further commitment of \$20,000. If approved, this would bring the City's contribution to the Participark Trail Redevelopment to \$132,000.

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook approve the funding adjustment of \$20,000 for the Participark Trail Redevelopment from \$112,000 to \$132,000.

FINANCIAL IMPACT:

\$20,000 increase in project cost to the City.

Legal Review: No

RECOMMENDATION:

The City Manager recognizes the value of the Participark Trail Redevelopment project to the community, and recommends that Council approve the funding increase request.

City Clerk	Approved - 22 Jul 2021
Executive Assistant	Approved - 22 Jul 2021

City Manager



Request for Decision (RFD)

Subject: Vote By Mail Regulation- Amendment

To: Rodney Cumby
Meeting: Regular Meeting - 26 Jul 2021
Department: City Manager
Staff Contact: Marina Redmond, City Clerk
Topic Overview: Amend the Vote By Mail Regulation to set 12 noon the day immediately preceding election day as the deadline to return Vote By Mail Envelopes in person or at the dropbox outside City Hall

BACKGROUND INFORMATION:

In accordance with the Municipal Election Act municipalities are required to pass Vote By Mail Regulations. Upon Council approval, the regulations are then forwarded to the Minister of Municipal and Provincial Affairs for final approval.

On May 10, 2021, Council approved The Vote By Mail Regulations, and the regulations were submitted for Ministerial approval. The Minister's office recommended several amendments to the regulations which were reviewed and approved by Council at the Committee of the Whole Meeting of 12 July 2021. In a recent consultation with provincial officials, one further amendment is now being recommended to the regulations. The new amendment revises the deadline day for depositing, the Vote By Mail Return Envelope **in person**; either in the dropbox outside City Hall or directly to the Returning Officer. The revised date and time will be set to 12 noon the day immediately preceding election day. Previously the deadline date was 8:00 p.m. on election day. This amendment is being recommended to streamline the administrative process on election day. On Election Day there will only be in-person voting at the polling stations.

(Note the deadline date for depositing the Vote By Mail Return Envelope **by mail** is September 21, 2021) A final check of the P.O Box for returned Vote by mail envelopes will take place at 8:00 p.m. on Tuesday, September 28, 2021, under the direction and control of the Returning Officer.

PROPOSED RESOLUTION:

It is RESOLVED to approve the amendments to the Vote By Mail Regulations as attached.

GOVERNANCE IMPLICATIONS:

Legislation
 Municipal Elections Act

RECOMMENDATION:

Staff is recommending approving the amendment to the Regulation.

ALTERNATIVE IMPLICATIONS:

Approve the amendment to the Regulation: Amending the regulation will streamline the election process on Election Day. On Election Day there will only be in person voting. Any elector who submitted or received a Vote By Mail Ballot will be confirmed on the day prior to election day and their name will be flagged on the Voter's List as either voted or having received a Vote By Mail Ballot

Deny amendments to the regulations. This could potentially create delays and challenges in processing ballots on Election Day.

City Clerk

Executive Assistant

Denied - 23 Jul 2021

None

City Manager

**CITY OF CORNER BROOK
MUNICIPAL ELECTION VOTE BY MAIL REGULATIONS**

Pursuant to the powers vested in it under the *Municipal Elections Act, SNL 2001, c. M-20.2* as amended and all other enabling powers, the Corner Brook City Council hereby adopts and enacts the following MUNICIPAL ELECTION VOTE BY MAIL REGULATIONS:

TITLE

1. These Regulations may be cited as the *City of Corner Brook Municipal Elections Vote by Mail Regulations*.
2. All words where not otherwise defined by their context herein have the meaning as set out in the Municipal Elections Act.

RULES

3. Sections 26, 27 and 34 of the Municipal Elections Act, SNL 2001, Chapter M-20.2 shall apply in these regulations.
4. The Returning Officer shall:
 - a. Appoint in writing such election officials as may be required to conduct the municipal election, as per section 13 of the Municipal Elections Act, Stats. NF 2001, c. M-20.2,;
 - b. Establish and maintain a secure vault into which the Return Envelopes and the Ballot Envelopes shall be place until the time specified for the counting of ballots;
 - c. Establish and maintain until 12:00 noon (local time) on the day immediately preceding election day a minimum of one site for the deposit of Return Envelopes and Ballot
 - d. Establish and maintain an Elections Office for corrections and additions to or deletions from the Voter's List;
5. Notwithstanding the foregoing, the Returning Officer, may, with prior Ministerial approval, vary the procedures from time to time as they deem appropriate to ensure the efficiency and integrity of the municipal election.
6. Persons appointed by the Returning Officer as election officials shall carry out their duties as specified in the Municipal Elections Act and outlined in this regulation
7. A Voter's Kit shall be mailed to each eligible voter who registers to receive one after the close of the nomination period and shall contain the following:

- a. Voting Instruction Sheet;
 - b. Voter Declaration Form;
 - c. Ballot;
 - d. Return Envelope;
 - e. Ballot Envelope; and
 - f. Such further enclosures as the Returning Officer may deem necessary or appropriate.
8. Each voter has the responsibility of completing their mail in ballot in accordance with all applicable legislation and returning it to the Returning Officer as stipulated in Section 14(e) of this regulation. Hand Delivery of Return Envelopes and Ballot Envelopes will be received up to 12 noon (local time) on the day immediately before the day of the election.
 9. The City of Corner Brook shall enter into any/all contracts necessary to conduct the election in accordance with this regulation, including but not limited to, the Canada Post Corporation.
 10. Any person who contravenes this Regulation shall be guilty of an offence and liable upon conviction to a penalty as per section 99 and 100 of the *Municipal Elections Act*, SNL2001, c. M-20.2

APPLICATION PROCESS

11. A voter who desires to vote by mail must register to receive a Vote by Mail Kit. by using the online registration system on the City of Corner Brook's website; or apply in person during City Hall Business Hours in accordance with the deadline established by the Returning Officer. To register, voters will complete a voter declaration form. Identification, that is satisfactory to the Returning Officer, must be supplied for each person registering in order to receive a vote by mail kit
12. Online registrants may also be required to attend in person at City Hall if their application, including all required supporting documentation, is incomplete, unclear, illegible, or otherwise unsatisfactory as determined by the Returning Officer.

PROVIDING BALLOTS TO VOTERS

13. A ballot kit shall consist of:
 - a. The ballots to which the voter is entitled
 - b. A ballot envelope,
 - c. A return envelope, bearing the words "IMPORTANT: Election Ballot enclosed" on the face and back of the envelope

- d. Voting Instructions Form and Voting Declaration Form
- e. Any further enclosures the Returning Officer may deem necessary or appropriate

All Voter kits will be imprinted with “RETURN TO SENDER IF UNDERLIVERED TO ADDRESSEE”. Upon receipts of these returned non-delivered kits, adjustments may be made to the Voters list to advise that the voter kit has been returned to the election office. All returned voter kits in this category will be held in a secure location.

RECEIVING BALLOTS FROM VOTERS

14. Voters are required to:

- a. insert marked ballots into the ballot envelope;
- b. seal the ballot envelope and insert it into the Return Envelope
- c. sign the voter declaration form; detach it from the Voting Instruction Form and then insert it in the front of the Return Envelope so that the address of the Returning Officer is visible in the Return Envelope window.
- d. seal the return envelope; and
- e. ensure delivery of the return envelope to the returning officer in its original form with all required contents, as stipulated above, by election day via one of the following methods
 - regular mail, registered mail, courier;
 - via a secure Drop Box located outside City Hall 24 hours a day during the election period **up to 12 noon (local time) on the day immediately before the day of the election**
 - in person up to **up to 12 noon (local time) on the day immediately before the day of the election**

15. The returning officer shall ensure there is a ballot box which shall contain only mail-in ballots from the time ballots are received until the close of polls on Election Day.

16. Upon receipt of a Return Envelope containing voter’s ballot on or before the close of poll on Election Day, the returning officer shall:

- a. ensure the voter declaration form is signed by the voter;
- b. record the date on which the envelope was received; and
- c. deposit the ballot envelope in a ballot box.

17. Ballots received after the close of polls on Election Day notwithstanding Section 33(3) of the Municipal Elections Act, SNL 2001, Chapter M-20.2

- a. are deemed to be spoiled;

- b. will remain unopened in the ballot envelope; and
 - c. are retained in the manner prescribed in [the Act](#).
18. The returning officer shall designate at least one deputy returning officer who will receive mail-in ballots prior to the close of polls on Election Day.
19. A final Canada Post pick up will take place at 8 pm on election day, under the direction and control of the Returning Office, and the return envelope obtained at that time shall be brought directly to designated site established for counting the ballots.
20. All return envelopes received by Canada Post, after the closing of polls, on Election Day shall be date and time stamped by Canada Post and returned to the City of Corner Brook where they will be retained in a secure location in accordance with the Act. Regardless of postmark, these ballots will be considered spoiled and will not be counted.
21. Prior to the close of polls on Election Day, the following materials shall be delivered to the returning officer or deputy returning officer designated pursuant to [Section 18](#) of this bylaw or the returning officer:
- d. the ballot box containing all ballots received by mail;
 - e. the application kits from all voters who applied for a mail-in ballot; and
 - f. any vote by mail ballots received after the above materials have been delivered to the returning officer or deputy returning officer.

OBJECTION BY CANDIDATES

22. On Election Day, any candidate or candidate's agent may examine the application package filed by a person who applied for a mail-in ballot. Authorized agents are subject to the following rules:
- a. agents will conduct themselves in a professional manner.
 - b. agents will not interfere with the activities of election workers.
 - c. agents will address all questions to the Returning Officer or Deputy Returning Officer and will comply with their directions.
 - d. agents will be provided with an access pass and must wear it all times while in the polling station or in the counting area.
 - e. agents may not handle any ballots or election materials.
 - f. agents must acknowledge, in writing, their agreement to observe the above noted rules.
 - g. Failure to observe the above stated rules shall result in the agent being removed from the polling station and/or counting area.
23. A candidate or candidate's agent retains the right to object to a person's entitlement to vote if that person votes by mail.

24. On the objection of a candidate or an agent to the entitlement of a person voting by mail, the returning officer shall make necessary entries in the poll book consistent with section 41.1 of the Act.

COUNTING BALLOTS

25. Counting/sorting of the ballots will take place after 8pm on Election Day. The secrecy envelope can only be opened after 8pm on Election Day in accordance with section 51 of the act. The areas designated as counting areas on Election Day shall be closed to all personnel other than those necessary for the conduct of the count of ballots. Security personnel shall be posted at each counting area to ensure restricted entry and secrecy of the results is maintained. Election staff will be sequestered in the counting areas on Election Day from the commencement of the count until all ballots have been counted
26. The returning officer or deputy returning officer shall open the mail-in ballot box in the presence of persons authorized to be in the polling place pursuant to Section 36 of the [Act](#).
27. The returning officer or deputy returning officer shall examine each voter declaration form in the ballot box and shall allow each other person in attendance at the polling place to view the voter's certification on the voter declaration form.
28. The returning officer or deputy returning officer shall deem **spoiled** those ballots which were sent to voters by the returning officer and subsequently were not returned to the returning officer prior to the close of polls on Election Day; regardless of postmark; and shall, pursuant to Section 50(2) of the [Act](#), reference this fact in the report of the count of the votes. Additionally upon receipt of a ballot described in [Section 17](#) of this bylaw, the returning officer shall:
- g. write "deemed spoiled" on the return envelope;
 - h. record the date said ballot came into his or her possession;
 - i. initial the entry; and
 - j. retain it with, but not in, the ballot box described in Section 57 of the Act, unless the said ballot can be deposited in the ballot box without unsealing the ballot box.
29. The mail-in ballots and any forms used in conjunction with vote by mail, including the voter declaration form opened by the deputy returning officer pursuant to [Section 21](#) of this bylaw are placed in packets in the same manner as other ballots as prescribed in the Act.
30. With the exception of the ballot form, other forms used to administer a municipal election, as prescribed by the Minister of Municipal and Provincial Affairs, will be used.

PENALTIES

29. Any person who contravenes these Regulations shall be guilty of an offence and liable upon conviction to a penalty as provided in the Municipal Elections Act, SNL 2001 Chapter M-20.2.

COMING INTO EFFECT

30. This Bylaw shall come into force and take effect on the date of final passing.

IN WITNES WHEREOF this Regulation is sealed with the Common Seal of the Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor and Marina Redmond, City Clerk, at the City of Corner Brook, this ____ day of _____, 2021.

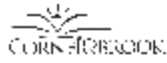
Mayor

City Clerk

Published by the Gazette –

Approved by Council:

SCHEDULE A
VOTE BY MAIL BALLOT (TEMPLATE)



City of Corner Brook

September 28, 2021 Ballot

Complete this ballot by clearly marking an X in the box(es) beside the name(s) of the candidate(s) of your choice. Use a pen or marker with blue or black ink.

Ballot for Office of	Ballot for Office of
Mayor	Councillor
Vote for ONE (1) candidate	Vote for up to SIX (6) candidates
FIRST NAME LAST NAME 1 <input type="checkbox"/>	FIRST NAME LAST NAME 10 <input type="checkbox"/>
FIRST NAME LAST NAME 2 <input type="checkbox"/>	FIRST NAME LAST NAME 3 <input type="checkbox"/>
	FIRST NAME LAST NAME 4 <input type="checkbox"/>
	FIRST NAME LAST NAME 5 <input type="checkbox"/>
	FIRST NAME LAST NAME 6 <input type="checkbox"/>
	FIRST NAME LAST NAME 7 <input type="checkbox"/>
	FIRST NAME LAST NAME 8 <input type="checkbox"/>
	FIRST NAME LAST NAME 9 <input type="checkbox"/>
	FIRST NAME LAST NAME 9 <input type="checkbox"/>

Fold this ballot and insert into the white Ballot Secrecy Envelope. Only insert one ballot per envelope. Seal the envelope. Insert the white Ballot Secrecy Envelope into the yellow Election Return Envelope.



Request for Decision (RFD)

Subject: Election Sign Policy

To: Rodney Cumby
Meeting: Regular Meeting - 26 Jul 2021
Department: Protective Services
Staff Contact: Todd Flynn, Director of Protective Services
Topic Overview: Guidance for Candidates wishing to post Election Signs within the City of Corner Brook.
Attachments: [Election Sign Policy-FINAL](#)
[Election Signage Reg Review](#)
[Election Sign Permit](#)

BACKGROUND INFORMATION:

After review of existing regulations related to posting of "Signs" in the City, it was determined that several legislative gaps exists in the instructions we give to candidates wishing to post Election Signs. As a result, the Protective Services Department has drafted a policy that is empowered by the current City of Corner Brook Sign Regulations, which if adopted by Council, will act as the City's guideline for the posting of Election signs within the City of Corner Brook.

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook adopt the Election Sign Policy.

FINANCIAL IMPACT:

No financial impact.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Act
 City of Corner Brook Sign Regulations
 3, 4

ENVIRONMENTAL IMPLICATIONS:

N/A

Legal Review: Yes

RECOMMENDATION:

City staff recommend the adoption of the Election Sign Policy thereby enabling the management of safe placement and structure of Election signage in the City of Corner Brook.

Director of Protective Services
Executive Assistant

Approved - 19 Jul 2021
Approved - 20 Jul 2021

City Manager



Title: Election Signs	Internal/External: External
Department: Protective Services	Policy Number:
Approval Date:	Implementation:

1.0 BACKGROUND

In accordance with Section 3 and 4 of the City of Corner Brook Sign Regulations, Council may exercise their discretion to license temporary signs, including their size, design and location. Election Signs are considered to be temporary signs.

2.0 OBJECTIVE/PURPOSE

To establish a standard guidelines for candidates who wish to post election signs within the City of Corner Brook.

3.0 SCOPE

This Policy guides the size and placement of election signs in the City of Corner Brook.

4.0 APPROVAL AUTHORITY

In accordance with the City of Corner Brook Sign Regulations, under Section 3, persons wishing to post a temporary sign/s require a license from Council. Further under Section 4, the licensing of temporary signs, including their size, design and location, shall be at the discretion of Council.

5.0 ELECTION SIGN GUIDELINES

Candidates in an election are not required to obtain a license for each individual election sign, but may instead be issued a general license to erect election signage throughout the City of Corner Brook subject to the following conditions:

- A. Signs are not to exceed three (3) square meters or (32) thirty-two square feet in area.
- B. No sign or advertisement is permitted to be located on City sidewalks, right-of-ways or properties.
- C. No signs, placards, posters or advertisements are permitted on utility poles or trees.
- D. All signs must be maintained in a safe condition and constructed in such a manner that they do not impair visibility or create a hazard to pedestrians or to the driving public.
- E. Election signs may not be posted sooner than forty-five (45) days prior to an election day and must be removed no later than seventy-two hours after the close of polls.

6.0 NON-COMFORMANCE PROCESS

Where in the opinion of a Municipal Enforcement Officer, an Election Sign does not conform to the conditions of this policy; such sign/s shall be removed.

7.0 POLICY REVIEW

The Director of Protective Services shall submit recommendations to change the Election Policy, if and when changes are required. All changes to the Election Sign policy require the final approval and adoption of Council.

Election Signage (issued to candidates)

Candidates seeking election are advised that they are permitted to erect advertising within the City of Corner Brook, subject to the following conditions:

- 1. Signs are not to exceed (64) sixty-four square feet in area.*
- 2. No sign or advertisement is permitted to be located on City sidewalks, right-of-ways or properties.*
- 3. No signs, placards, posters or advertisements are permitted on utility poles or trees.*
- 4. All signs must be maintained in a safe condition and constructed in such a manner that they do not impair visibility or create a hazard to pedestrians or to the driving public.*
- 5. All signs must be removed no later than 60 hours after the close of polls.*
- 6. Signs meeting the above conditions may be erected without having to obtain individual permits. Should you require clarification, please contact the Community Services Department, City Hall, at 637-1550.*

Campaign Advertising

In accordance with Section 36 (2) of the Municipal Election Act <http://www.hoa.gov.nl.ca/hog/statutes/m20-2.htm#36>), a candidate or his or her agent shall not campaign or distribute or cause to have distributed campaign materials in an area that is less than 30 meters from the entrance to a polling station.

REGULATION REVIEW FOR ELECTION SIGNS

Rule	Authority	Risk
1. Signs are not to exceed (64) sixty-four square feet in area.	None	No regulation restricts size of sign.
2. No sign or advertisement is permitted to be located on City sidewalks, right-of-ways or properties.	Parks and Recreation Areas: CB Parks Regulations Section 3(g). Obstruction on Sidewalk: CB Street By-Law, Section 28	This could be a challenge on a wide sidewalk where persons can easily avoid and continue unobstructed.
3. No signs, placards, posters or advertisements are permitted on utility poles or trees.	Parks and Recreation Areas: CB Parks Regulations Section 3(g). Tree Bylaw Section 5(b). (public trees)	Good in parks and recreation areas and on public trees. Other City properties could be at risk.
4. All signs must be maintained in a safe condition and constructed in such a manner that they do not impair visibility or create a hazard to pedestrians or to the driving public.	None.	Election Signs are exempted from NL Highway Sign Regulations.
5. All signs must be removed no later than Monday, 21 March 2011. Signs meeting the above conditions may be erected without having to obtain individual permits. Should you require clarification, please contact the Development and Planning Division, at City Hall at 637-1550.	Anti-Litter Regulations could be stretched to apply but at which point does sign transition from a being a sign to being litter.	There is nothing that deals with election signs being removed within a timeline.
6. A candidate or his or her agent shall not campaign or distribute or cause to have distributed campaign materials in an area that is less than 30 meters from the entrance to a polling station.	Municipal Election Act, Section 36 (2).	Good. No Risk.

EXISTING SIGN BYLAW**THE CITY OF CORNER BROOK
SIGN REGULATIONS**

PURSUANT to the powers vested in it under Sections 249, 250, 251 and 252 of the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended, and all other powers it enabling, the Corner Brook City Council, in a session convened on the 21st day of April, 2008, hereby passes and enacts the following regulations

1. These Regulations may be cited as the City of Corner Brook Sign Regulations.

DEFINITIONS

2. For the purpose of these Regulations:

(a) "City" means the City of Corner Brook;

(b) "Council" means Corner Brook City Council;

(c) "sign" means a device or platform designed to advertise a product or service relay a message or illustration and includes but is not limited to advertising messages or illustrations applied directly to buildings, walls or other surfaces and includes flyers or handbills not delivered directly to residential mailboxes;

(d) "Temporary sign" means a sign intended for a limited period of display for special events or functions;

3. No person shall post or display or distribute a temporary sign or signs in the City without a license from Council.

4. The licensing of temporary signs, including their size, design and location shall be at the discretion of Council.

5. Where any person contravenes any of the provisions of these Regulations such person is guilty of an offence and liable on summary conviction to a fine or to a period of imprisonment in accordance with the City of Corner Brook Act.

6. These regulations shall come into force as of the date enacted by Council. IN WITNESS WHEREOF these Regulations are sealed with the Common Seal of the City of Corner Brook and subscribed by and on behalf of the Council by the Mayor and City Clerk at Corner Brook, in the Province of Newfoundland and Labrador, this 5th day of

May, 2008.

Mayor

Published in The Western Star - March 12, 2008

First Reading - March 3, 2008

Second Reading - April 21, 2008

RECOMMENDATION

Staff recommend that council endorses/enacts the election sign guidelines as a policy under Section 3 and 4 of the current Sign Bylaw thereby accrediting the information given to candidates by the City clerk.



ELECTION SIGN PERMIT

Candidate Name: (Please print)	Telephone:
Address:	Email Address:

In accordance with Section 3 and 4 of the City of Corner Brook Sign Regulations, the above noted Candidate may post their election signs within the City of Corner Brook in accordance with the following conditions:

1. Signs are not to exceed three (3) square meters or (32) thirty-two square feet in area.
2. No sign or advertisement is permitted to be located on City sidewalks, right-of-ways or properties.
3. No signs, placards, posters or advertisements are permitted on utility poles or trees.
4. All signs must be maintained in a safe condition and constructed in such a manner that they do not impair visibility or create a hazard to pedestrians or to the driving public.
5. Election signs must be posted no more than forty-five (45) days prior to the date of the election and removed no later than three (3) days thereafter.
6. Election signs that do not meet the above conditions will require a further permit from the city.

Where in the opinion of a Municipal Enforcement Officer, an Election Sign does not conform to the conditions of this permit; such sign/s shall be removed.

Signature of City Clerk: Marina Redmond	Date:
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The candidate hereby acknowledges and agrees to abide by the above conditions relating to the posting of their election signs.

Signature of Candidate:	Date:
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PERMIT ISSUED BY THE CITY OF CORNER BROOK

Municipal Election 2021

Information Note

"The 2021 Municipal Election will be taking place on September 28, 2021 with advance polls on September 21 and 25. The Nomination Period is August 24 to August 31 (excluding Saturday and Sunday)

For anyone considering running for Council an Information Session is scheduled for Wednesday, August 4, 2021 at 12 noon. The session will cover information on election processes for candidates, including:

- how to register,
- upcoming deadlines and
- legislation and regulations governing the election

The session will last approximately 30 minutes and will cover a variety of topics. The session will be recorded and published on the City' election website <http://www.cornerbrookvotes.com>. " for those who can't make the livestream.