



## 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, May 27, 2019** at **7:00 PM.** **Council Chambers, City Hall.**

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CITY CLERK

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**1 CALL MEETING TO ORDER**

**2 APPROVALS**

2.1 Approval of Agenda

3 - 28 2.2 Approval of Minutes - May 8, 2019

29 - 30 2.3 Confirmation of Minutes

**3 BUSINESS ARISING FROM MINUTES**

3.1 Business Arising From Minutes

**4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/**

31 - 33 4.1 Proclamations

35 - 72 4.2 Vacant Land For Development Booklet

**5 TENDERS**

73 - 82 5.1 St. Mary's Brook Concrete Box Culvert Rehabilitation 2019-24

83 - 91 5.2 Execution of Agreement - Advertising Rights for Public Transit Bus Shelters

93 - 94 5.3 Asphalt, Concrete, Granular Material & Sod - 2019-07

95 5.4 Vehicle Rental Agreement

97 5.5 Sale of Used Equipment

**6 REPORTS**

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	<b>7</b>	<b>REGULATION/POLICY</b>
109 - 116	7.1	Recreation Vehicle Regulations, 2019
	<b>8</b>	<b>ADJOURNMENT</b>

**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
WEDNESDAY, 8 MAY, 2019 AT 5:00 PM**

**PRESENT:**

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

The meeting was called to order at 5:00 p.m.

**19-074      Approval of Agenda**

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the agenda for the Regular Meeting of Council, April 8th, 2019, with the following amendment:

Delete: Item No. 8.1 - Engineering Agreement, Traffic Signal Improvements, West Street and Main Street. **MOTION CARRIED.**

**19-075      Approval of Minutes, April 8, 2019**

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting held on April 8, 2019, as presented. **MOTION CARRIED.**

**19-076      Confirmation of Decisions - March 11th, and 15th, 2019****Council in Committee - March 11, 2019**

On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** to ratify minute CC19-020 - award of the Contract Vending Services Contract No. 2019-09. **MOTION CARRIED.**

**Council in Committee - April 15, 2019**

On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is **RESOLVED** to ratify minute CC19-024 - to waive the twenty-four hour notice and approve the agenda for the Council in Committee meeting, April 15, 2019 to consider the following: Waste Disposal Contract. **MOTION CARRIED.**



On motion by Councillor L. Chaisson, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to ratify minute CC19-025 that Councillor J. Carey does not have a Conflict of Interest and may participate in the discussion and voting of the Waste Disposal Contract. **MOTION CARRIED.**

On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is **RESOLVED** to ratify minute CC19-026 award of the Waste Disposal Contract 2019-19, Collection of Garbage and Refuse at a cost of \$739,008.40 with an annual escalated pricing provision (taxes included). **MOTION CARRIED.**

**19-077      Business Arising From Minutes**

No items were brought forward.

**19-078      Proclamations:**

**Mayor J. Parsons advised of the following proclamations:**

1. Daffodil Campaign - April 2019
2. Child Abuse Prevention Month - April 2019
3. National Organ and Tissue Donor Awareness Week - April 21-27, 2019
4. Walk So Kids Can Talk Day-In Support of Kids Help Line - May 5, 2019
5. CMHA Mental Health Week - May 6-9, 2019

**19-079      Corner Brook Minor Soccer Agreement - Wellington Street Complex**

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson **RESOLVED** to authorize execution of agreement with the Corner Brook Minor Soccer Association to supply maintenance services to the Wellington Street Complex for the calendar year 2019 as per the agreed terms and conditions. **MOTION CARRIED.**

**19-080      Corner Brook Baseball Association Agreement**

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to authorize execution of agreement with the Corner Brook Baseball Association to supply maintenance services to the Jubilee Field Complex for the calendar year of 2019 as per the agreed upon terms and conditions, attached. **MOTION CARRIED.**

**19-081      CB Minor Soccer Association - Mowing Services**

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to authorize execution of agreement with the Corner Brook Minor Soccer Association to supply mowing services for the Ambrose O'Rielly, Monarch Complex and George "Daddy" Dawe soccer



fields for the calendar year of 2019 as per the agreed upon terms and conditions, attached. **MOTION CARRIED.**

**19-082      Standing Offer - Hired Equipment Services, Contract # 2019-18**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to accept the quotations for Hired Equipment Services attached hereto as per the Hired Equipment List for the period of May 22 to December 21, 2019 on a standing offer basis. **MOTION CARRIED.**

**19-083      Unified Communications System- RFP 2019-05 -**

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to award the contract for the Unified Communications System to Triware Technology Inc. with a purchase price of \$59,456 plus HST. **MOTION CARRIED.**

**19-084      Supply & Installation of Trunking Services - RFP 2019-10**

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to award the contract for the Supply & Installation of Trunking Services to Eastlink with a monthly cost of \$519. plus HST. **MOTION CARRIED.**

**19-085      Transit Contract**

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to award Contract #2019-19, Operation of Corner Brook Transit between the City of Corner Brook to Murphy Brothers Limited at a cost of \$316,760.31 (HST included). **MOTION CARRIED.**

**19-086      Supply of Equipment - One(1) Hopper/Spreader**

On motion by Councillor L. Chaisson, seconded by Councillor V. Granter, it is **RESOLVED** to approve the bid of \$18,148.15 (taxes included) by Atlantic Powertrain for the supply of One (1) New Hopper/Spreader. **MOTION CARRIED.**

**19-087      Supply of Equipment - Two (2) New 11/2 ton 4x4 Trucks with Dumpbox**

On motion by Councillor V. Granter, seconded by Councillor Chaisson, it is **RESOLVED** to approve the bid of \$147,901.50 (taxes included) by Avalon Ford for the supply of Two (2) New 1.5 ton 4x4 Trucks with Dump Box. **MOTION CARRIED.**

**19-088      East Valley Road Waterline Upgrade 2019-13**



On motion by Councillor Buckle, seconded by Councillor J. Carey it is **RESOLVED** to award the Contract for East Valley Road Waterline Upgrade 2019-13 to Marine Contractors Inc. at the tender price of \$639,643.80 (HST included). **MOTION CARRIED.**

**19-089      2018 Annual Expenditure Report**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to adopt and approve the 2018 Gas Tax Funding Annual Expenditure Report as presented. **MOTION CARRIED.**

**19-090      Municipal Plan & Development Regulation 19-01- 162 Premier Drive**

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to:

(1) Approve proposed amendment MP19-01 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012, being a mapping amendment to Maps A & B of the Generalized Future Land Use Map;

(2) Approve proposed amendment DR19-01 to the City of Corner Brook's 2012 Development Regulations, being a mapping amendment to Map C2 of the Land Use Zoning Map;

(3) Approval under (1) and (2) shall be in substantial conformance with the attached plans submitted by the applicant and attached to this report. Following registration of the amendments, and where the applicant submits amended plans for development/building permit issuance that do not substantially conform with the attached plans, staff is directed to bring the item back to Council to render a discretionary decision in accordance with regulation 11 of the City's Development Regulations.

(4) Authorize staff to submit the proposed amendments to the provincial government for ministerial approval and registration; and

(5) Authorize staff to give statutory notice of registration of the amendments following ministerial approval and registration under (4). **MOTION CARRIED.**

**19-091      Stop Work Order #12019-01 - Rescind Development (200 Wheelers Rd)**

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to revoke Stop Work Order #2019-01 - Wheelers Road Development. **MOTION CARRIED.**

**19-092      Notice of Motion - Recreational Vehicle Regulation 2019**

Councillor B. Staeben gave notice that the following motion is being brought forward for consideration at the next Public Council Meeting. NOTICE OF



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INTENTION TO ADOPT AND ENACT THE RECREATIONAL VEHICLES  
REGULATION 2019 AND REPEAL RECREATIONAL VEHICLE  
REGULATIONS, ENACTED APRIL 21, 2008

**RESOLVED** that Notice is hereby given that at the Public Council Meeting on May 20th, 2019, the following motion will be brought forward for consideration: Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 10 of the Motorized Snow Vehicles and All-Terrain Vehicles Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby adopts and enacts the Recreational Vehicles Regulation 2019, and thereby repeals the current Recreational Vehicle Regulations that were enacted April 21st, 2008.

The meeting adjourned at 6:20 p.m.

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City Clerk

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Mayor



**Hired Equipment**  
**May 22, 2019 to December 21, 2019**

<b>Rubber Tire Backhoe(s)</b>	<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
	Webber's Backhoe	2005 416 CAT	632-1505, 634-1223	\$32.15
	A-1 Transportation Ltd.	2013 3CX JCB	785-2475, 632-1485, 785-2376, 632-1495	\$33.78
	Make Enterprises Ltd.	2013 B95B New Holland	640-0320, 785-2185	\$38.50
	Ambsternel Trucking Ltd.	2014 420F CAT	640-7235, 639-1341, 785-1077	\$38.89
	Ron Flynn Transport Ltd.	2018 CAT 420	632-0097, 634-1563	\$39.99
	Twin Mountain Contracting Ltd.	2012 310S John Deere	638-0560, 785-2797	\$44.75
	Rico Construction Ltd	2000 215S JCB	660-2015, 660-3446	\$50.00
	Humber Arm Contracting Inc.	2010 420D CAT	638-0594, 638-0469	\$50.70
	Dawe's Equipment	2011 420 CAT	639-2661	\$53.00
	Dawe's Equipment	2012 3CX JCB	639-2661	\$53.00
	Lundrigan's Contracting	2010 310J John Deere	640-5541, 639-2405	\$54.90
	A-1 Transportation Ltd.	2005 420D CAT	785-2475, 632-1485, 785-2376, 632-1495	\$64.00
	Targett Trucking Ltd.	1997 310 SE John Deere	638-3520, 638-5456	\$65.00
	Johnson's Construction Ltd.	2016 310 John Deere	639-2303, 632-9558	\$80.00
	Johnson's Construction Ltd.	2015 410 John Deere	639-2303, 632-9559	\$80.00
	Johnson's Construction Ltd.	2017 310 John Deere	639-2303, 632-9558	\$80.00
	Marine Contractors Inc.	2010 John Deere 310 SJ	639-2330	\$90.00

<b>Rubber Tire Backhoe(s) with Breaker Attachment</b>	<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
	Ron Flynn Transport Ltd.	2018 CAT 420	632-0097, 634-1563	\$36.45
	A-1 Transportation Ltd.	2013 3CX JCB	785-2475, 632-1485, 785-2376, 632-1495	\$44.40
	Webber's Backhoe	2005 416 CAT	632-1505, 634-1223	\$48.00
	D&D Excavating and Trucking Ltd.	2011 788 Luigong	640-0856, 640-4590, 785-2755	\$69.29
	Ambsternel Trucking Ltd.	2014 420F CAT	640-7235, 639-1341, 785-1077	\$74.72
	Twin Mountain Contracting Ltd.	2012 310S John Deere	638-0560, 785-2797	\$75.00
	Humber Arm Contracting Inc.	2010 420D CAT	638-0594, 638-0469	\$92.50



**Hired Equipment**  
**May 22, 2019 to December 21, 2019**

<b>Tandem Dump Truck(s)</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
A-1 Transportation Ltd.	2009 VHD13 Volvo	785-2475, 632-1485, 785-2376, 632-1495	\$33.80
Ron Flynn Trucking Ltd.	1994 Volvo	638-0900, 632-0097, 634-1563	\$34.44
D&D Excavating and Trucking Ltd.	2000 Sterling	640-0856, 640-4590, 785-2755	\$42.07
D&D Excavating and Trucking Ltd.	1989 L9000 Ford	640-0856, 640-4590, 785-2755	\$42.25
Ambsternel Trucking Ltd.	2010 T-800 Kenworth	640-7235, 639-1341, 785-1077	\$42.32
Make Enterprises Ltd.	2006 7600 International	640-0320, 785-2185	\$45.00
Lundrigan's Contracting	1993 Volvo	640-5541, 639-2405	\$49.90
Lundrigan's Contracting	2002 Eagle	640-5541, 639-2405	\$49.90
Rico Construction Ltd.	1990 T450 Kenworth	660-2015, 660-3446	\$50.00
Twin Mountain Contracting Ltd.	2014 T800 Kenworth	638-0560, 785-2797	\$51.00
Rico Construction Ltd.	1196 Volvo	660-2015, 660-3446	\$55.00
Ambsternel Trucking Ltd.	2003 T-800 Kenworth	640-7235, 639-1341, 785-1077	\$58.42
Humber Arm Contracting Inc.	1988 9300 International	638-0594, 785-1540	\$61.60
Humber Arm Contracting Inc.	2011 9300 Western Star	638-0594, 785-1540	\$61.60
Humber Arm Contracting Inc.	1988 9300 International	638-0594, 785-1540	\$63.80
Humber Arm Contracting Inc.	1985 9300 International	638-0594, 785-1540	\$63.80
Targett Trucking Ltd.	1991 Navistar International	638-3520, 638-5456	\$75.00



**Hired Equipment  
May 22, 2019 to December 21, 2019**

West Coast Sand & Gravel Ltd.	2006 5500I International	632-4001	\$77.00
West Coast Sand & Gravel Ltd.	2006 5500I International	632-4001	\$77.00
West Coast Sand & Gravel Ltd.	2009 112 Freightliner	632-4001	\$77.00
West Coast Sand & Gravel Ltd.	2009 106 Freightliner	632-4001	\$77.00
Targett Trucking Ltd.	1987 Highway Freightliner	638-3520, 638-5456	\$80.00
Johnson's Construction Ltd.	2013 Peterbilt 365	639-2303, 632-9558	\$85.00
Johnson's Construction Ltd.	2014 7600 International	639-2303, 632-9558	\$85.00
Johnson's Construction Ltd.	2014 7600 International	639-2303, 632-9559	\$85.00
Johnson's Construction Ltd.	2016 7600 International	639-2303, 632-9558	\$85.00
Marine Contractors Inc.	2009 Peterbilt 365	639-2330	\$95.00
Marine Contractors Inc.	2009 Peterbilt 365	639-2330	\$95.00
Marine Contractors Inc.	2006 International 5600	639-2330	\$95.00
Humber Arm Contracting Inc.	2014 Western Star Tandem Tandem	638-0594, 785-1540	\$103.70
Humber Arm Contracting Inc.	2016 Western Star Tandem Tandem	638-0594, 785-1540	\$103.70
Johnson's Construction Ltd.	2017 Tandem Tandem HX 620	639-2303, 632-9558	\$125.00
Johnson's Construction Ltd.	2017 Tandem Tandem HX 620	639-2303, 632-9558	\$125.00



**Hired Equipment  
May 22, 2019 to December 21, 2019**

<b>Excavator(s)</b>	<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
A-1 Transportation Ltd.		2000 315 CAT	785-2475, 632-1485, 785-2376, 632-1495	\$44.43
D&D Excavating and Trucking Ltd.		1995 150 Hitachi	640-0856, 640-4590, 785-2755	\$49.17
Rico Construction Ltd.		2012 308E CAT	660-2015, 660-3446	\$49.50
Ambsternel Trucking Ltd.		2010 314D CAT	640-7235, 639-1341, 785-1077	\$52.00
Lundrigan's Contracting		2000 307 CAT	640-5541, 639-2405	\$54.90
Humber Arm Contracting Inc.		2010 160 John Deere	638-0594, 785-1540	\$59.70
Make Enterprises Ltd.		2006 160 CLC John Deere	640-0320, 785-2185	\$78.00
Targett Trucking Ltd.		2000 160 John Deere	638-3520, 638-5456	\$90.00
West Coast Sand & Gravel Ltd.		2009 200D John Deere	632-4001	\$94.00
West Coast Sand & Gravel Ltd.		2003 PC210 Komatsu	632-4001	\$94.00
Humber Arm Contracting Inc.		2011 John Deere 200	638-0594, 785-1540	\$103.60
Targett Trucking Ltd.		1991 690 John Deere	638-3520, 638-5456	\$110.00
Sharon Wheeler		2012 120 Hitachi	785-5513, 632-9538	\$120.00
Marine Contractors Inc.		2015 CAT 316 EL	639-2330	\$120.00
Humber Arm Contracting Inc.		2013 John Deere 290	638-0594, 785-1540	\$139.40
Johnson's Construction Ltd.		2011 200 John Deere	639-2303, 632-9558	\$150.00
Johnson's Construction Ltd.		2014 210G John Deere	639-2303, 632-9558	\$160.00
Humber Arm Contracting Inc.		2010 John Deere 350	638-0594, 785-1540	\$188.60
Johnson's Construction Ltd.		2014 350G John Deere	639-2303, 632-9555	\$220.00



**Hired Equipment**  
**May 22, 2019 to December 21, 2019**

<b>Excavator(s) with Breaker Attachment</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$100.00
Ambstemeel Trucking Ltd.	2010 314D CAT	640-7235, 639-1341, 785-1077	\$130.00
West Coast Sand & Gravel Ltd.	2009 200D John Deere	632-4001	\$132.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu	632-4001	\$132.00
Humber Arm Contracting Inc.	2011 200 John Deere	638-0594, 785-1540	\$141.00
Johnson's Construction Ltd.	2011 200 John Deere	639-2303, 632-9558	\$220.00
Johnson's Construction Ltd.	2014 210G John Deere	639-2303, 632-9558	\$220.00
Johnson's Construction Ltd.	2014 350G John Deere	639-2303, 632-9555	\$260.00
<b>Excavator(s) with Grab Attachment</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$49.50
Ambstemeel Trucking Ltd.	2010 314D CAT	640-7235, 639-1341, 785-1077	\$64.00
Make Enterprises Ltd.	2006 160 CLC John Deere	640-0320, 785-2185	\$78.00
Humber Arm Contracting Inc.	2011 200 John Deere	638-0594, 785-1540	\$103.60
West Coast Sand & Gravel Ltd.	2009 200D John Deere	632-4001	\$119.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu	632-4001	\$119.00
West Coast Sand & Gravel Ltd.	2009 200D John Deere	632-4001	\$175.00
Johnson's Construction Ltd.	2011 200 John Deere	639-2303, 632-9558	\$175.00
Johnson's Construction Ltd.	2014 210G John Deere	639-2303, 632-9558	\$175.00
Johnson's Construction Ltd.	2014 350G John Deere	639-2303, 632-9555	\$245.00
<b>Excavator(s) with Tree Shredding Attachment</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu	632-4001	\$175.00
Humber Arm Contracting Inc.	2011 200 John Deere	638-0594, 785-1540	\$187.99



**Hired Equipment**  
**May 22, 2019 to December 21, 2019**

<b>Mini Excavator(s)</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
<b>Contractor</b>			
Sharon Wheeler	2016 EZ38 Wacker Neuson	785-5513, 632-9538	\$38.00
Twin Mountain Contracting Ltd.	2015 50G John Deere	638-0560, 785-2797	\$47.00
Ambstemel Trucking Ltd.	2016 304 CAT	640-7235, 639-1341, 785-1077	\$47.19
Rico Construction Ltd.	2013 305E CAT	660-2015, 660-3446	\$48.90
Lundrigan's Contracting	2006 T125 Tachouchi	640-5541, 639-2405	\$49.90
Twin Mountain Contracting Ltd.	2011 75D John Deere	638-0560, 785-2797	\$53.10
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$60.00
Humber Arm Contracting Inc.	2017 75 John Deere	638-0594, 785-1540	\$61.60
Dawe's Equipment	2017 U35 Kubota	639-2661	\$65.00
Marine Contractors Inc.	2008 John Deere 35D	639-2330	\$80.00
Johnson's Construction Ltd.	2009 35 John Deere	639-2303, 632-9558	\$85.00
Marine Contractors Inc.	2008 John Deere 50D	639-2330	\$90.00
Marine Contractors Inc.	2012 John Deere 60D	639-2330	\$95.00

<b>Mini Excavator(s) with Breaker Attachment</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
<b>Contractor</b>			
Rico Construction Ltd.	2013 305E CAT	660-2015, 660-3446	\$62.00
Twin Mountain Contracting Ltd.	2015 50G John Deere	638-0560, 785-2797	\$69.74
Ambstemel Trucking Ltd.	2016 304 CAT	640-7235, 639-1341, 785-1077	\$70.00
Twin Mountain Contracting Ltd.	2011 75D John Deere	638-0560, 785-2797	\$73.00
Humber Arm Contracting Inc.	2017 75 John Deere	638-0594, 785-1540	\$81.20
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$100.00



**Hired Equipment**  
**May 22, 2019 to December 21, 2019**

<b>Mini Excavator(s) with Grab/Attachment</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Twin Mountain Contracting Ltd.	2015 50G John Deere	638-0560, 785-2797	\$47.00
Ambstemel Trucking Ltd.	2016 304 CAT	640-7235, 639-1341, 785-1077	\$47.19
Rico Construction Ltd.	2013 305E CAT	660-2015, 660-3446	\$48.90
Twin Mountain Contracting Ltd.	2011 75D John Deere	632-6488, 785-2981	\$53.10
Humber Arm Contracting Inc.	2017 75 John Deere	638-0594, 785-1540	\$59.98
Rico Construction Ltd.	2012 308E CAT	660-2015, 660-3446	\$60.00
Dawe's Equipment	2017 U35 Kubota	639-2661	\$65.00
Johnson's Construction Ltd.	2009 35 John Deere	639-2303, 632-9558	\$90.00

<b>Tractor(s)/Dozer(s)</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Humber Arm Contracting Inc.	2011 450J John Deere	638-0594, 785-1540	\$51.25
D&D Excavating and Trucking Ltd.	1990 D-31 Komatsu	640-0856, 640-4590, 785-2755	\$65.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu	632-4001	\$95.00
Marine Contractors Inc.	2002 CAT D4	639-2330	\$130.00
Marine Contractors Inc.	2008 CAT D5	639-2330	\$150.00
Marine Contractors Inc.	2014 CAT D6	639-2330	\$175.00
Johnson's Construction Ltd.	2014 750K John Deere	639-2303, 632-9558	\$185.00
Johnson's Construction Ltd.	2015 750K John Deere	639-2303, 632-9559	\$185.00



**Hired Equipment**  
**May 22, 2019 to December 31, 2019**

<b>Grader(s)</b>	<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
	Humber Arm Contracting Inc.	2014 772G John Deere	638-0594, 785-1540	\$120.00
	Johnson's Construction Ltd.	2014 772 John Deere	639-2303, 632-9558	\$150.00
	Johnson's Construction Ltd.	2014 772 John Deere	639-2303, 632-9558	\$150.00
	Johnson's Construction Ltd.	2014 772 John Deere	639-2303, 632-9558	\$150.00
	Marine Contractors Inc.	2013 CAT 12M2	639-2330	\$165.00

<b>Skid Steer/Sidewalk Sweeper(s)</b>	<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
	Rico Construction Ltd.	2002 270 John Deere	660-2015, 660-3446	\$90.00
	Make Enterprises Ltd.	2014 CAT 242D	640-0320, 785-2185	\$94.00
	Humber Arm Contracting Inc.	2010 23CB CAT	638-0594, 785-1540	\$100.00
	West Coast Sand & Gravel Ltd.	2016 323E John Deere	632-4001	\$120.00
	Ron Flynn Transport Ltd.	2007 23CB CAT	632-0097, 634-1563	\$120.00

<b>Boom Truck(s)</b>	<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
	Sparkes Transportation & Crane Ltd.	1995 10 Ton Terex - Western Star	632-1241, 634-1741	\$108.00
	Sparkes Transportation & Crane Ltd.	2009 28 Ton Manitex - Sterling	632-1241, 634-1741	\$130.00
	Johnson's Construction Ltd.	2013 30 Ton Peterbilt	639-2303, 632-9559	\$150.00
	Johnson's Construction Ltd.	2013 28 Ton Peterbilt	639-2303, 632-9558	\$160.00



# REQUEST FOR DECISION

*City Clerk's Office*

**SUBJECT:** Ratification of Decisions

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

## PROPOSED MOTION:

### May 13, 2019 – Council in Committee Meeting

It is **RESOLVED** to ratify minute CC19-032 – Approval of Agenda

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** that the agenda for the Council in Committee meeting, May 13, 2019, be approved as presented. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-033 – Conflict of Interest

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** that Councillor V. Granter declared a Conflict of Interest on Item No. 2.4 Supply of Asphalt, Concrete, Granular Material and Sod Contract 2019-07 as he is employed by one of the bidders Atlantic Minerals. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-034 – Engineering Agreement - Traffic Signal Improvements - West Street & Main Street

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to approve the Engineering Proposal and subsequent Prime Consultant Agreement with Crandall Engineering Limited for the West Street and Main Street Intersection Improvements at a total cost of \$37,766.00 (HST included). **MOTION CARRIED.**

Submitted by:

City Clerk's Office

Date:

*May 23, 2019*

Approved by:

City Manager

Date:

*May 23/19*





## City of Corner Brook

### A Proclamation Corrections Week May 5-11, 2019

**WHEREAS**, Corrections liaises with community agencies to promote pro-social environments, free of criminality;

**WHEREAS**, Correctional Staff facilitate community safety by promoting rehabilitation;

**WHEREAS**, Correctional staff assist offenders in reintegrating into the community after release from custody;

**WHEREAS**, This community benefits from Corrections because of the contribution to the safety of the general public; and

**WHEREAS**, Corrections is a group of people within our community working together to provide the people of Newfoundland and Labrador with public safety services, thus building a better community in which to live.

**THEREFORE, BE IT RESOLVED, that**, I, Mayor Jim Parsons, on behalf of City Council, do hereby proclaim May 5-11, 2019 "Corrections Week" in the City of Corner Brook, and call on all citizens to lend their interest, support and co-operation in making this observance successful in every way.

**DATED** at Corner Brook, Newfoundland, this 7th day of May 2019.

Jim Parsons, Mayor






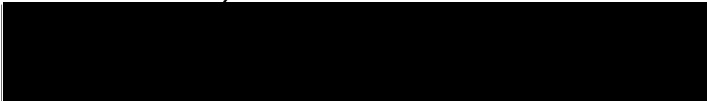
## Proclamation of Early Childhood Educators' Week 2019

- Whereas The Association of early Childhood Educators of Newfoundland and Labrador represents those working in child care and related fields throughout the province and
- Whereas early childhood educators provide developmentally appropriate care and education to children from birth to age twelve in a variety of settings and
- Whereas such care and education fosters the social, emotional, cognitive and physical growth and development of these children and supports families in a variety of ways and
- Whereas this support of children and families insures the future health of our society therefore

I, hereby proclaim the week of May 26<sup>th</sup> to June 1<sup>st</sup>,  
2019 as Provincial Early Childhood Educators' Week.

Proclaimed by,

  
Jim Parsons, Mayor of Corner Brook, NL

  
Meredith Loveys, Vice-Chairperson ~ AECENL



## Vacant Land for Possible Development



**Wednesday, May 22, 2019**

The City of Corner Brook staff have put together a booklet with potential vacant land for development delineating the zoning and approximate size of the land within the City of Corner Brook. This booklet is comprised of City owned land and private land. The City land information is ready available and private land only being made available with consent from the owner. All inquiries can be made to the Land Management Department by contacting Brandon Duffy at 637-1544 or via email [bduffy@cornerbrook.com](mailto:bduffy@cornerbrook.com). You can also visit our website, [www.cornerbrook.com](http://www.cornerbrook.com), you can find the booklet under browse by topic, then under City Planning and Development and then follow the link Potential Land for Development. The booklets will also be available at the Customer Service Desk for anyone that would like the printed copy.



# CITY OF CORNER BROOK



## POSSIBLE LANDS FOR DEVELOPMENT

## RESIDENTIAL PROPERTIES



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 263342

**Location:** Corporal Pinksen Memorial Drive

**Zone:** Innovation District (ID)

**Approximate Size (m<sup>2</sup>):** 3,583

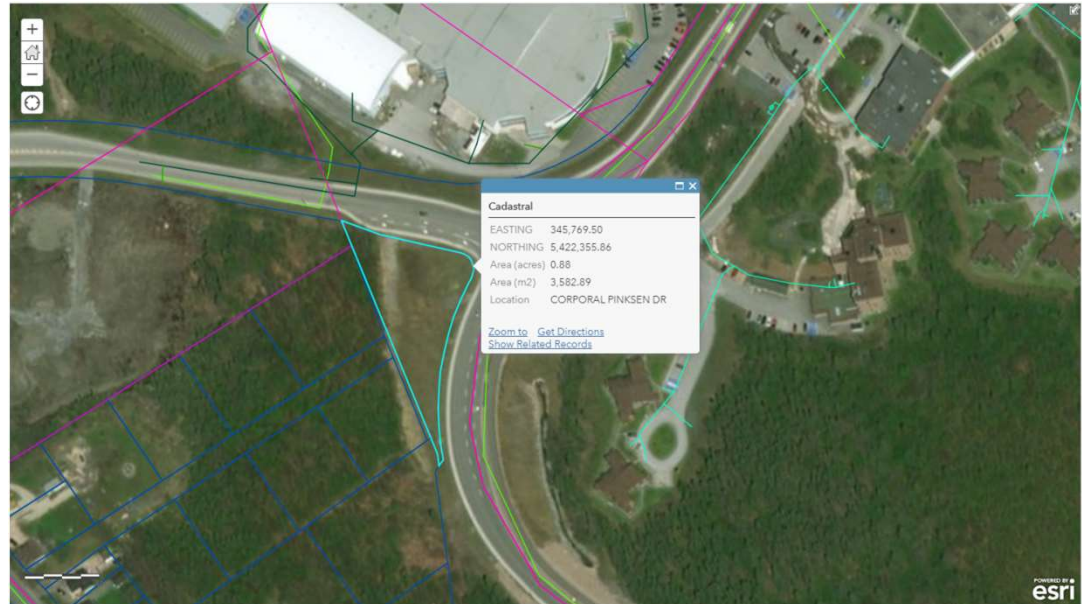
**Approximate Frontage (m):** 107

**Approximate Depth (m):** 57

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** City of Corner Brook



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 271302

**Location:** Corporal Pinksen Memorial Drive

**Zone:** Innovation District (ID)

**Approximate Size (m<sup>2</sup>):** 4,065

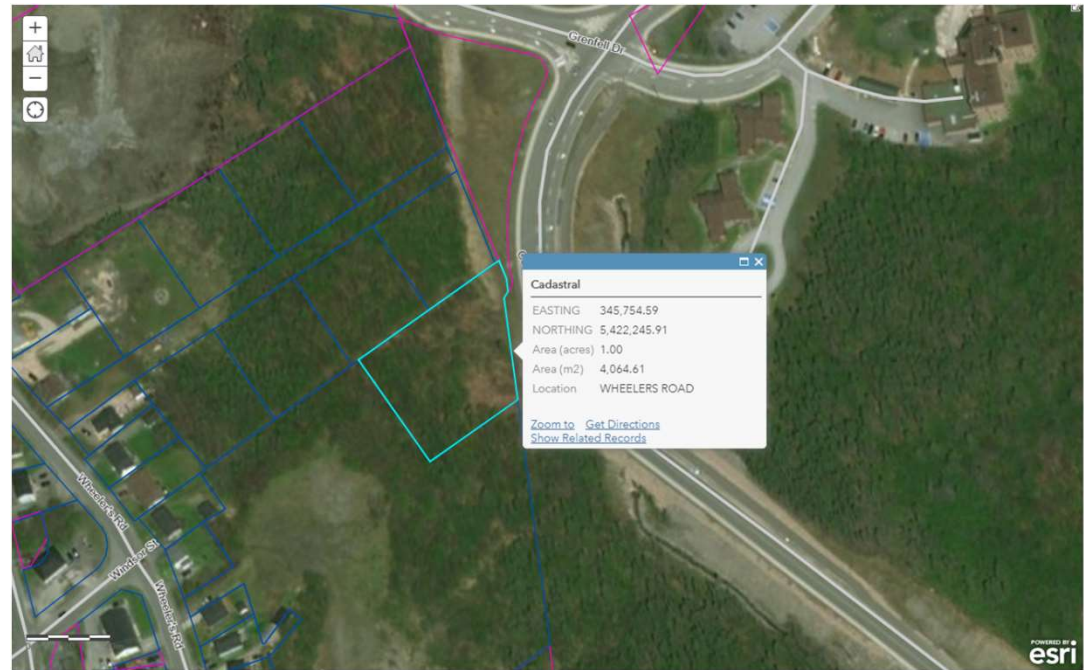
**Approximate Frontage (m):** 67

**Approximate Depth (m):** 67

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** N/A

**Location:** Cossitt Place

**Zone:** Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 14,078

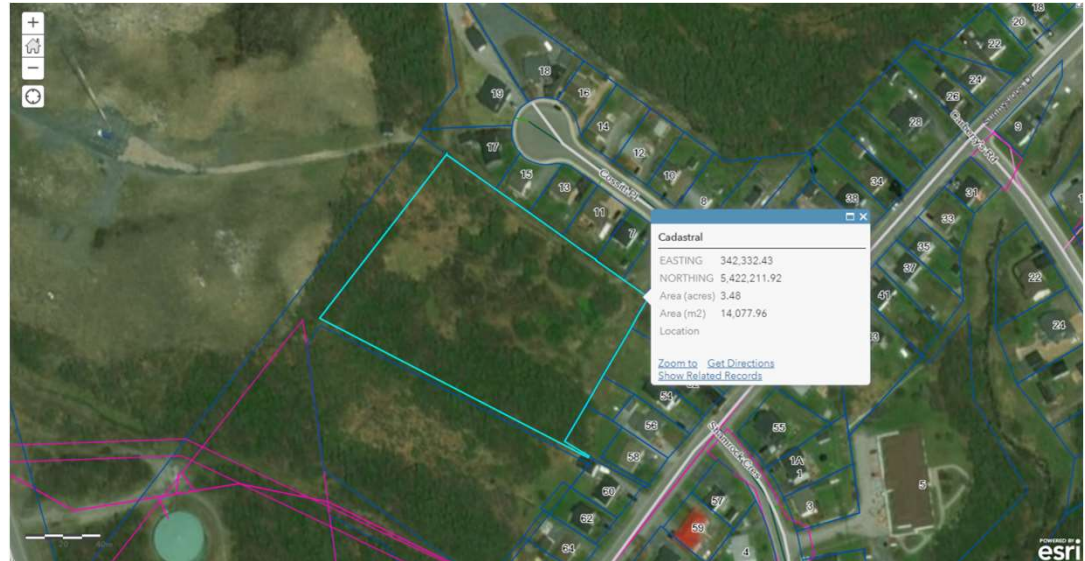
**Approximate Frontage (m):** 133

**Approximate Depth (m):** 111

**Water Available:** No

**Sewer Available:** No

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 045120

**Location:** Elizabeth Street

**Zone:** Residential High Density (RHD)

**Approximate Size (m<sup>2</sup>):** 24,189

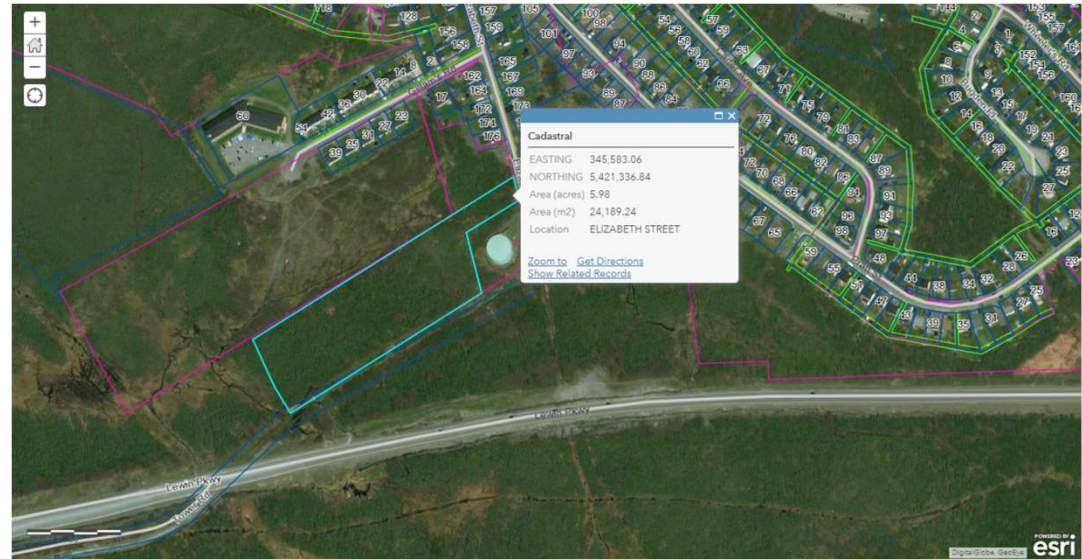
**Approximate Frontage (m):** 90

**Approximate Depth (m):** 250

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 045861

**Location:** Gilliam's Road

**Zone:** Residential Medium Density (RMD)  
& Comprehensive Residential Development  
Area (CRDA) & Rural (R)

**Approximate Size (m<sup>2</sup>):** 37,519

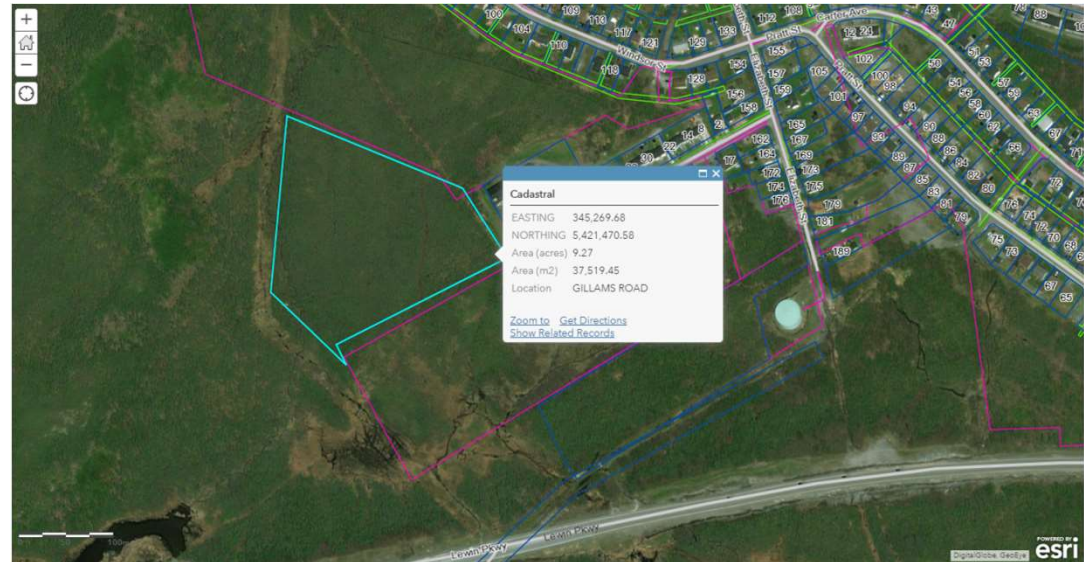
**Approximate Frontage (m):** 90

**Approximate Depth (m):** 210

**Water Available:** No

**Sewer Available:** No

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 194252

**Location:** Gilliam's Road

**Zone:** Comprehensive Residential Development Area (CRDA) & Rural (R)

**Approximate Size (m<sup>2</sup>):** 96,074

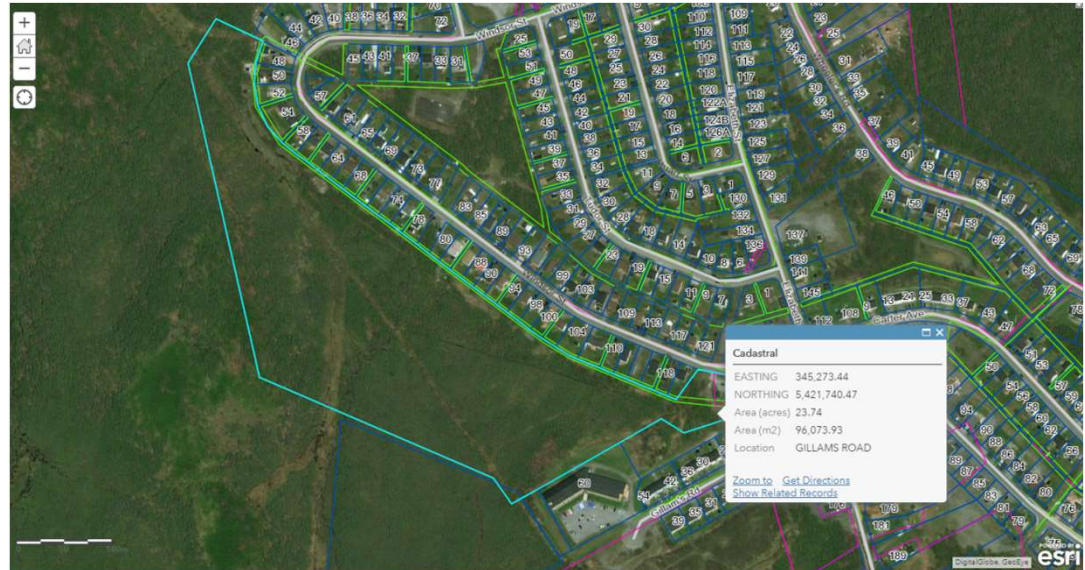
**Approximate Frontage (m):** 700

**Approximate Depth (m):** 180

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** City of Corner Brook



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 046445

**Location:** Hilliard's Road

**Zone:** Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 2,532

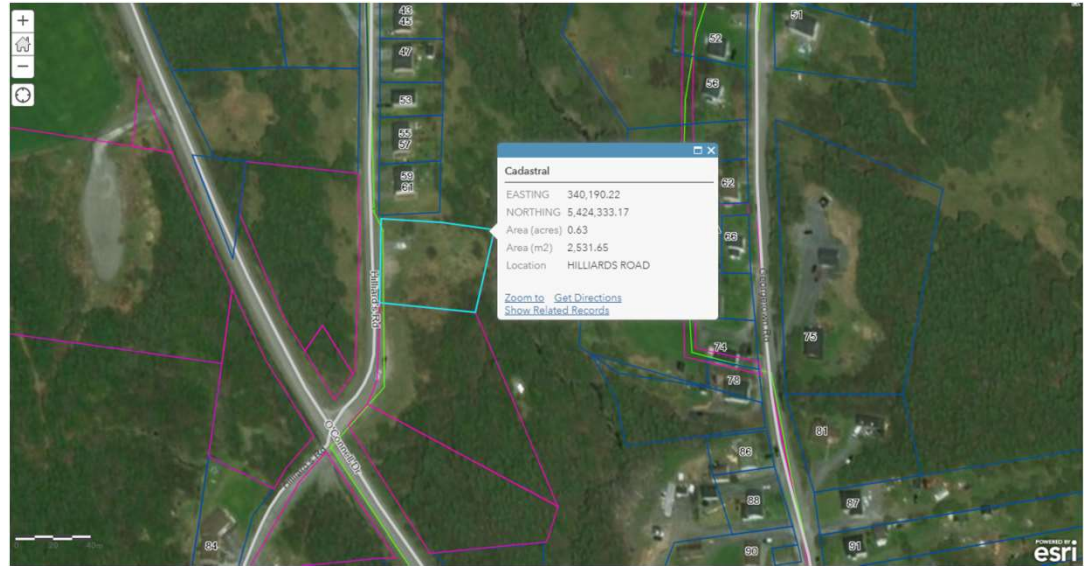
**Approximate Frontage (m):** 43

**Approximate Depth (m):** 60

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** City of Corner Brook



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 046447

**Location:** Hilliard's Road

**Zone:** Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 5,332

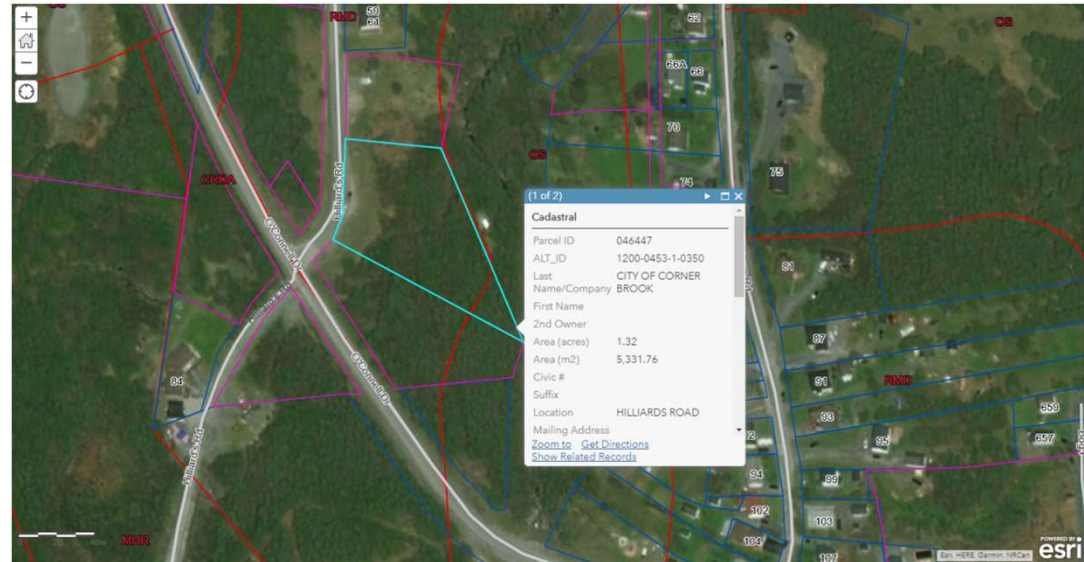
**Approximate Frontage (m):** 55

**Approximate Depth (m):** 70

**Water Available:** No

**Sewer Available:** Yes

**Owner:** City of Corner Brook



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** N/A

**Location:** Hilliard's Road

**Zone:** Residential Medium Density (RMD) & Open Space (OS)

**Approximate Size (m<sup>2</sup>):** 4,313

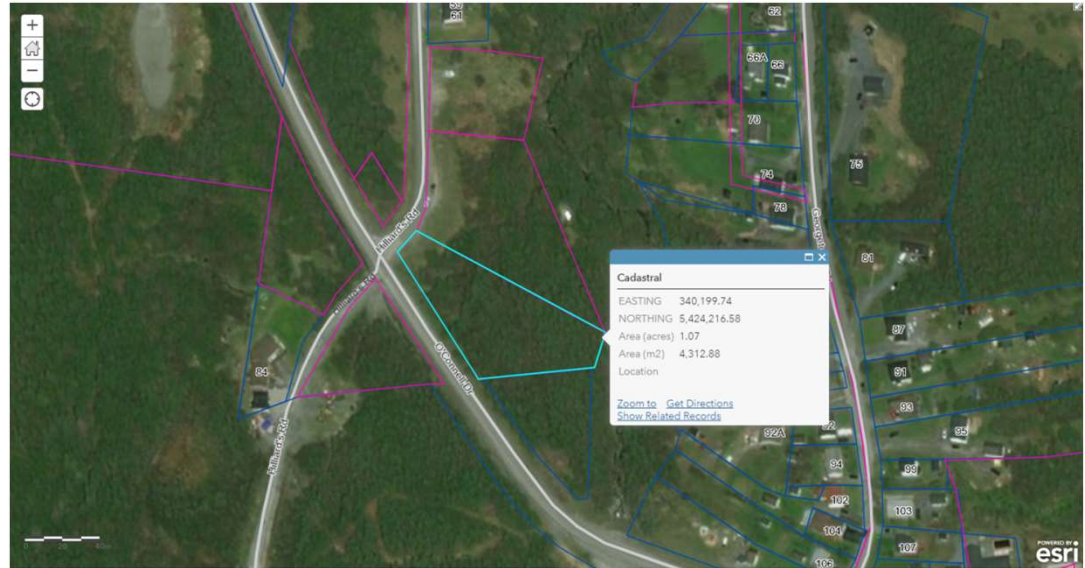
**Approximate Frontage (m):** 14

**Approximate Depth (m):** 90

**Water Available:** No

**Sewer Available:** Yes

**Owner:** City of Corner Brook



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 046428

**Location:** Hilliard's Road

**Zone:** Comprehensive Residential  
Development Area (CRDA) &  
Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 4,520

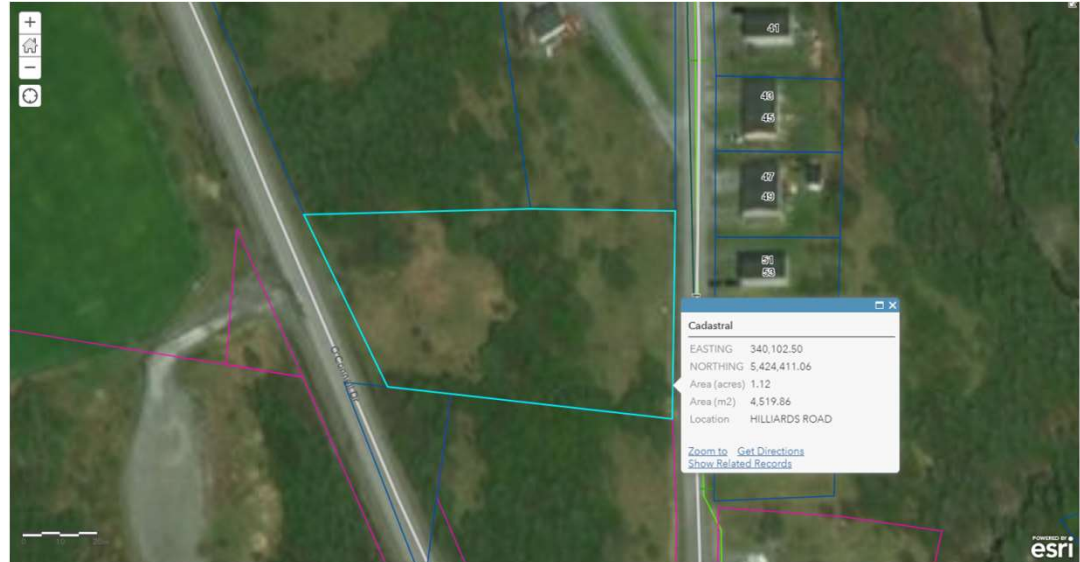
**Approximate Frontage (m):** 56

**Approximate Depth (m):** 100

**Water Available:** No

**Sewer Available:** No

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 046429

**Location:** Hilliard's Road

**Zone:** Residential Medium Density (RMD)

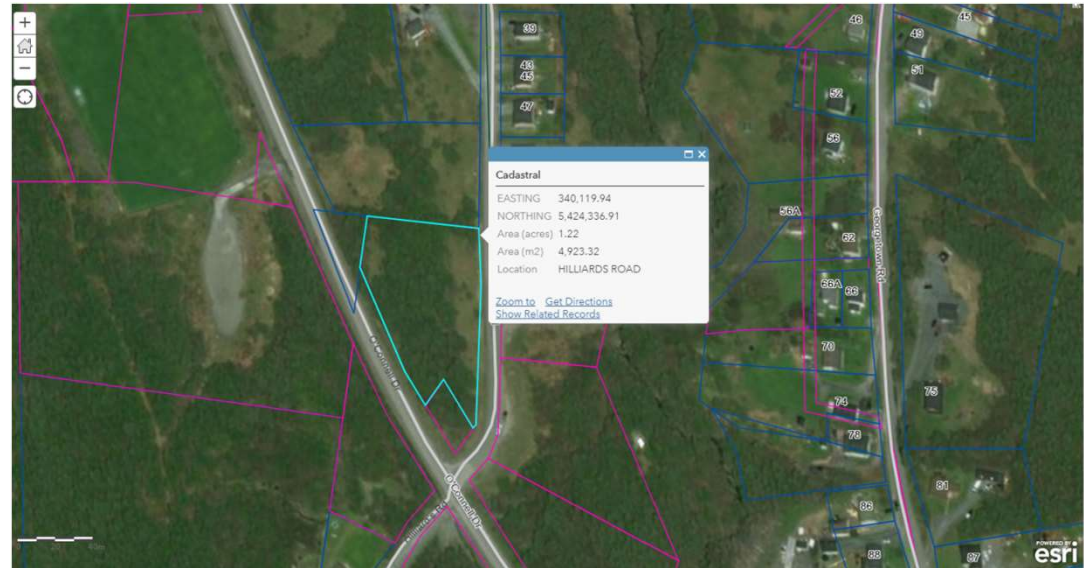
**Approximate Size (m<sup>2</sup>):** 4,923

**Approximate Frontage (m):** 106

**Approximate Depth (m):** 61

**Water Available:** Yes

**Sewer Available:** Yes



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** N/A

**Location:** MacDonald Brown Drive

**Zone:** Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 15,701

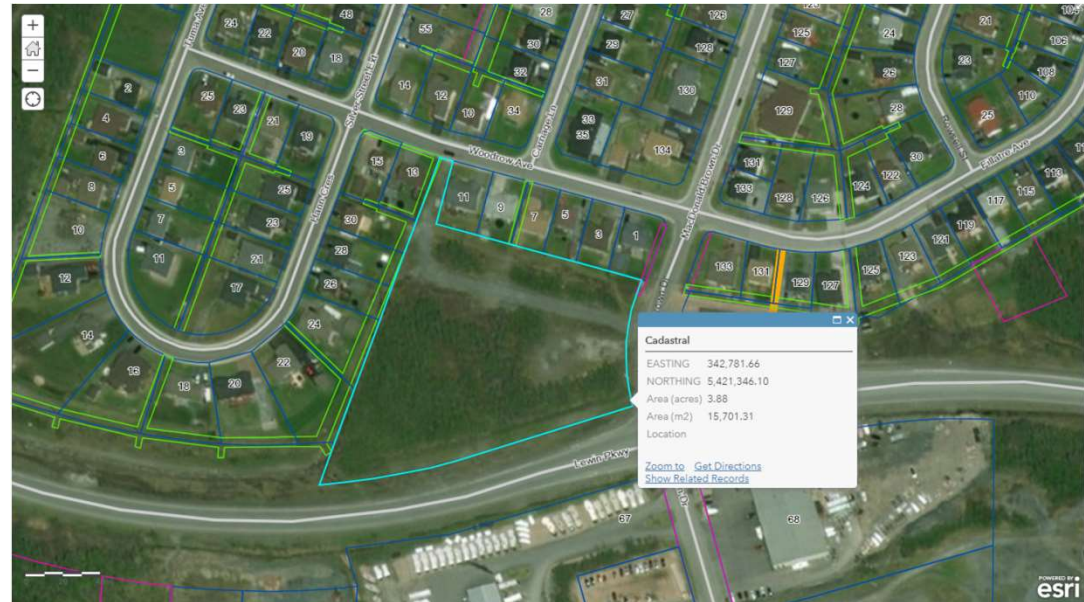
**Approximate Frontage (m):** 67

**Approximate Depth (m):** 143

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 047623

**Location:** Musseau's Avenue

**Zone:** Open Space (OS)

**Approximate Size (m<sup>2</sup>):** 17,752

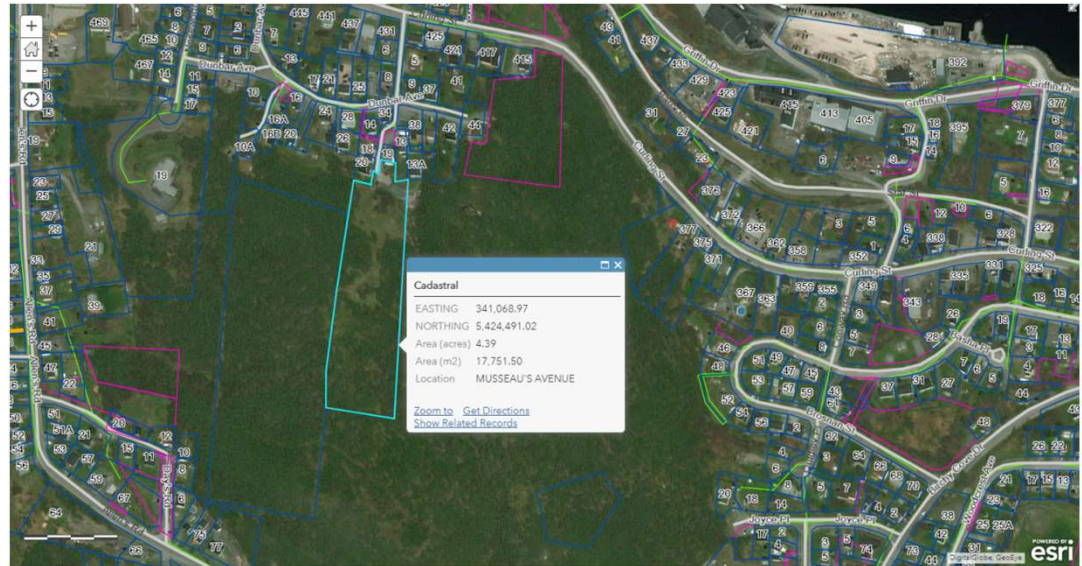
**Approximate Frontage (m):** 59

**Approximate Depth (m):** 246

**Water Available:** No

**Sewer Available:** Yes

**Owner:** City of Corner Brook



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** N/A

**Location:** O'Connell Drive

**Zone:** Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 25,010

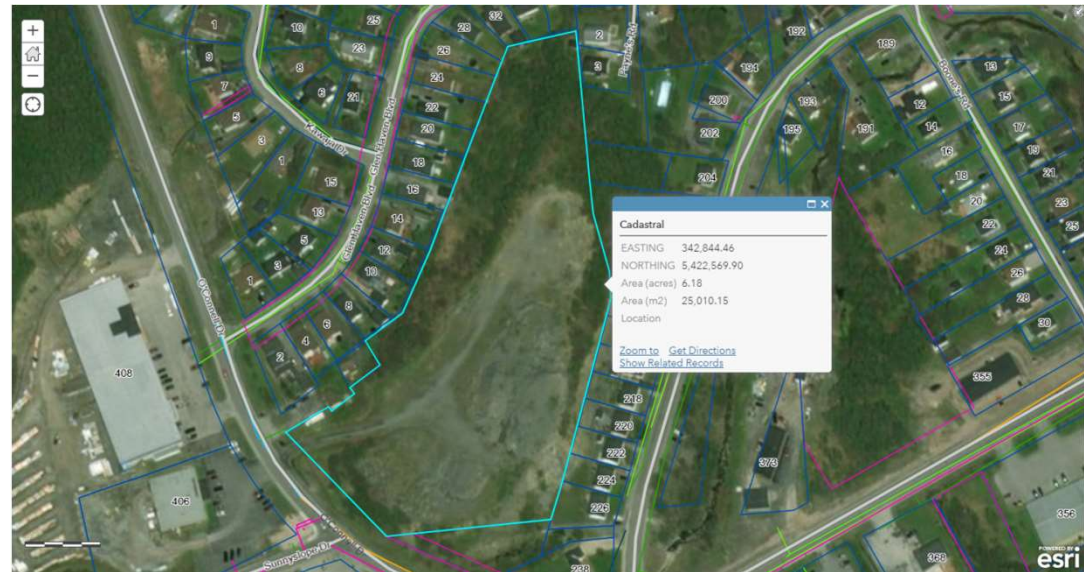
**Approximate Frontage (m):** 78

**Approximate Depth (m):** 280

**Water Available:** Yes

**Sewer Available:** No

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 047811

**Location:** O'Connell Drive

**Zone:** Rural (R)

**Approximate Size (m<sup>2</sup>):** 54,519

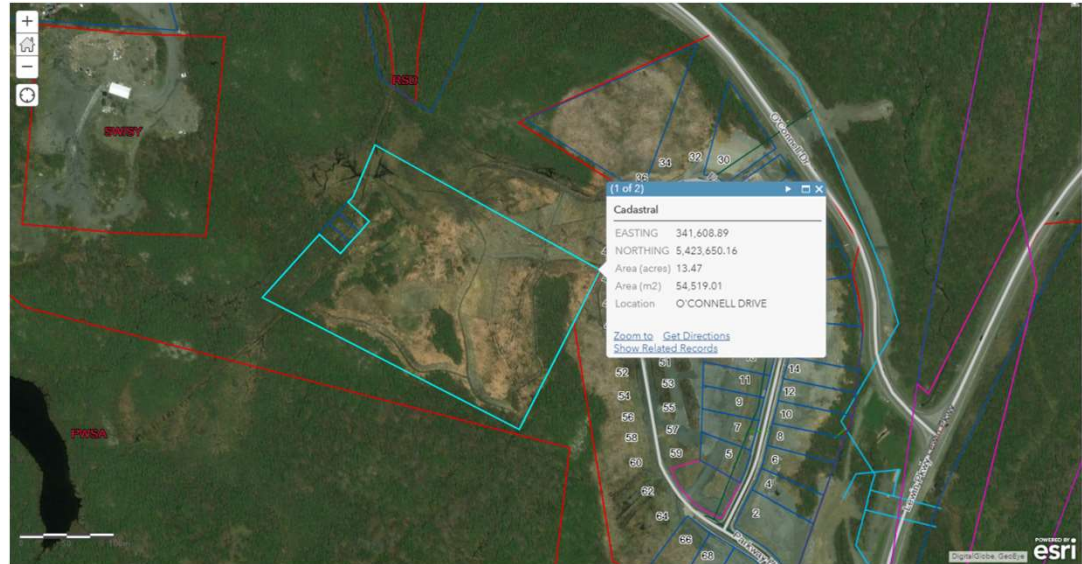
**Approximate Frontage (m):** 193

**Approximate Depth (m):** 297

**Water Available:** No

**Sewer Available:** No

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 047919

**Location:** O'Connell Drive

**Zone:** Comprehensive Residential  
Development Area (CRDA)

**Approximate Size (m<sup>2</sup>):** 6,398

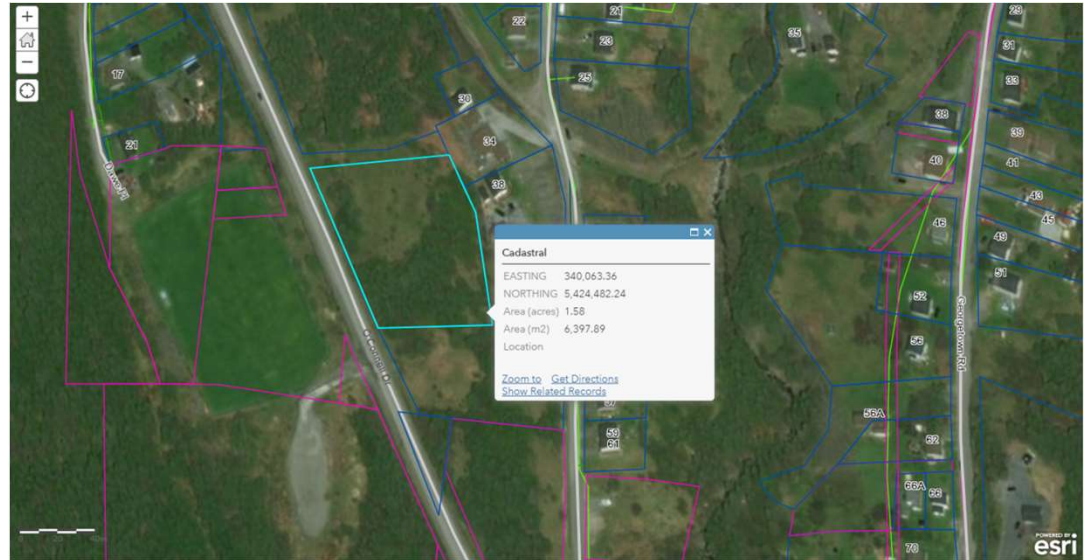
**Approximate Frontage (m):** 91

**Approximate Depth (m):** 74

**Water Available:** No

**Sewer Available:** No

**Owner:** City of Corner Brook



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 047920

**Location:** O'Connell Drive

**Zone:** Comprehensive Residential  
Development Area (CRDA)

**Approximate Size (m<sup>2</sup>):** 11,173

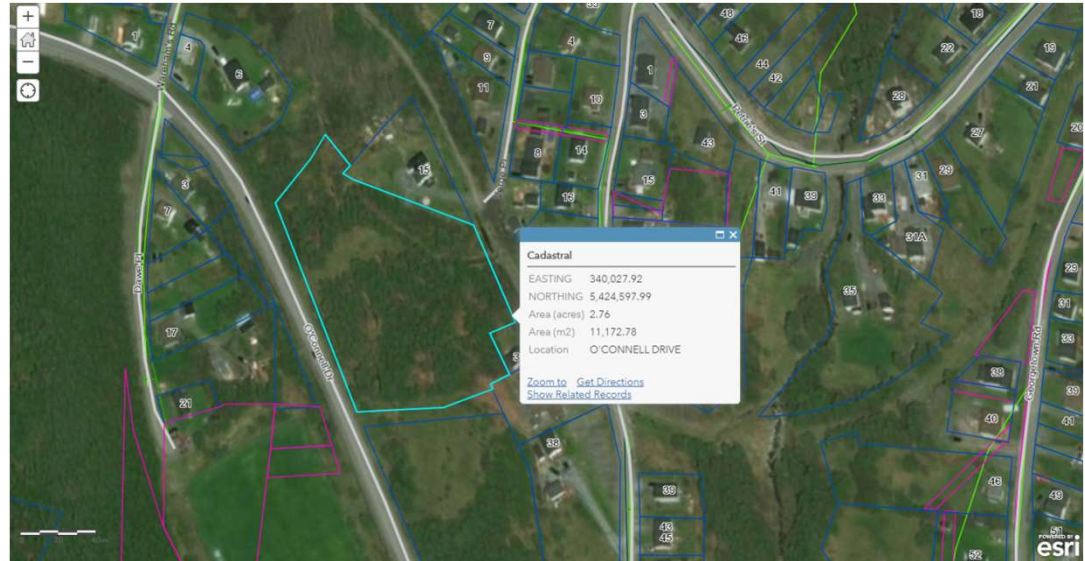
**Approximate Frontage (m):** 120

**Approximate Depth (m):** 95

**Water Available:** No

**Sewer Available:** No

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 200108

**Location:** O'Connell Drive

**Zone:** Rural (R)

**Approximate Size (m<sup>2</sup>):** 130,781

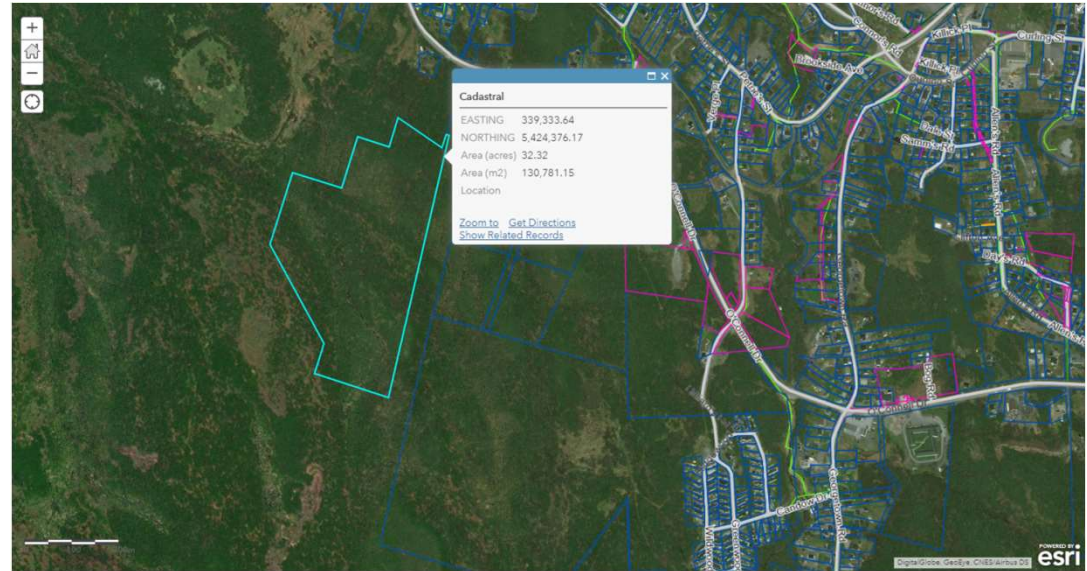
**Approximate Frontage (m):** 120

**Approximate Depth (m):** 500

**Water Available:** No

**Sewer Available:** No

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 048353

**Location:** Petries Street

**Zone:** Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 7,543

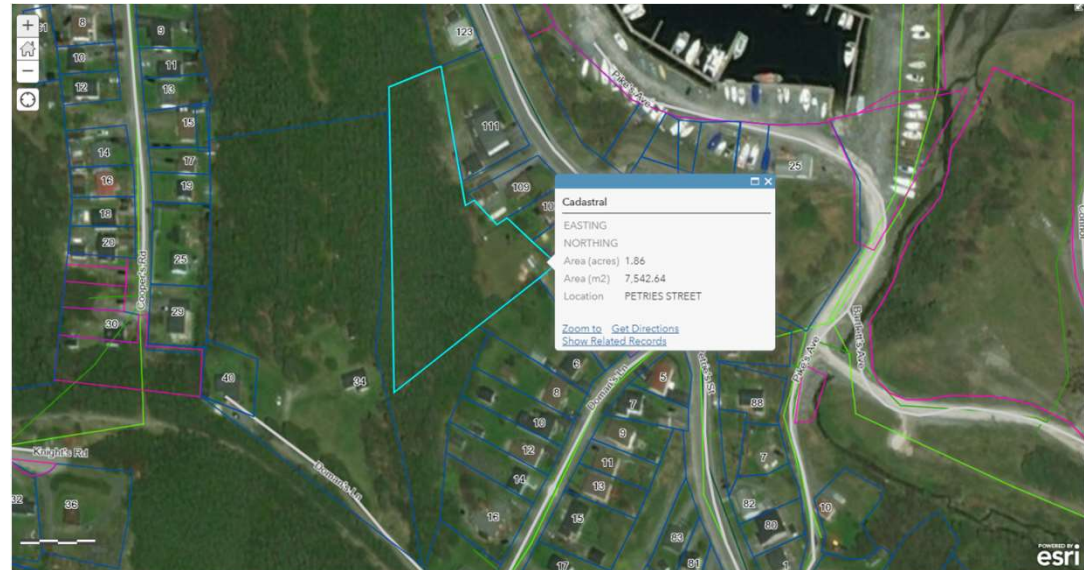
**Approximate Frontage (m):** 120

**Approximate Depth (m):** 65

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 048991

**Location:** 112 Reid Street

**Zone:** General Commercial (GC) &  
Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 1,395

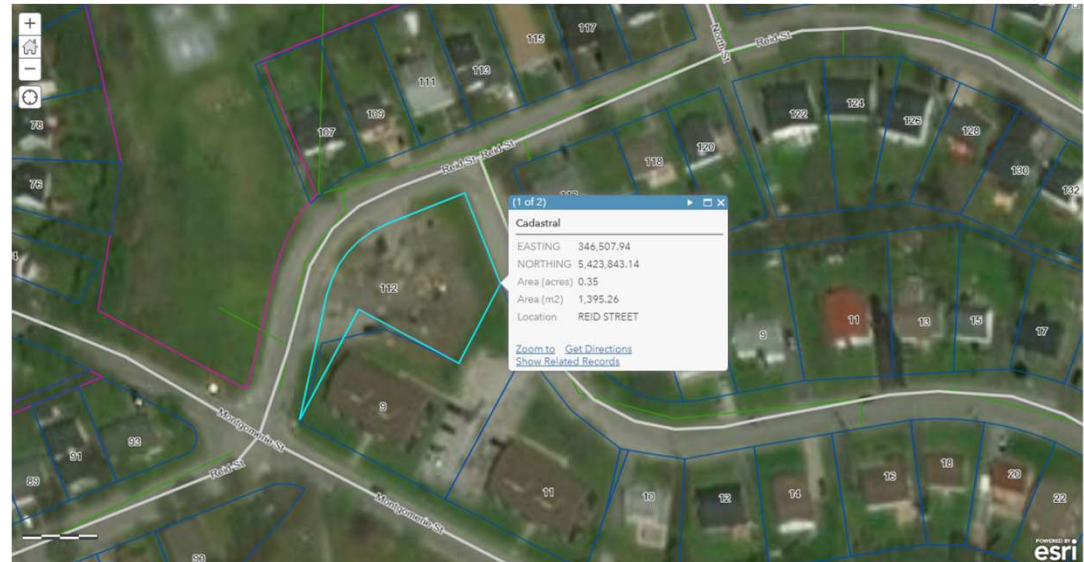
**Approximate Frontage (m):** 84

**Approximate Depth (m):** 31

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** City of Corner Brook



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 049719

**Location:** Stones Road

**Zone:** Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 12,563

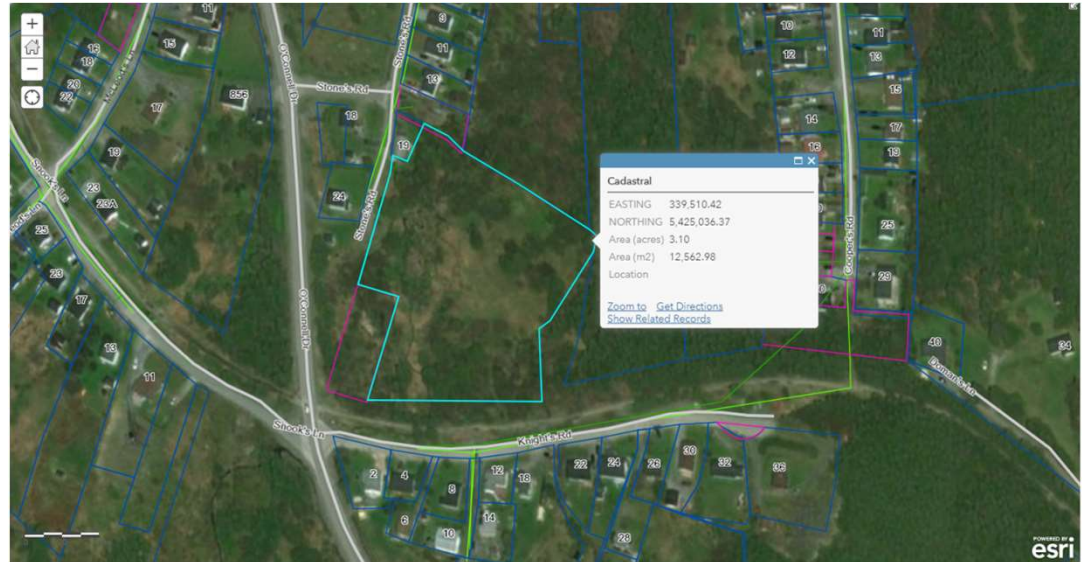
**Approximate Frontage (m):** 70

**Approximate Depth (m):** 118

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 049789

**Location:** Sunny Slope Drive

**Zone:** Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 10,838

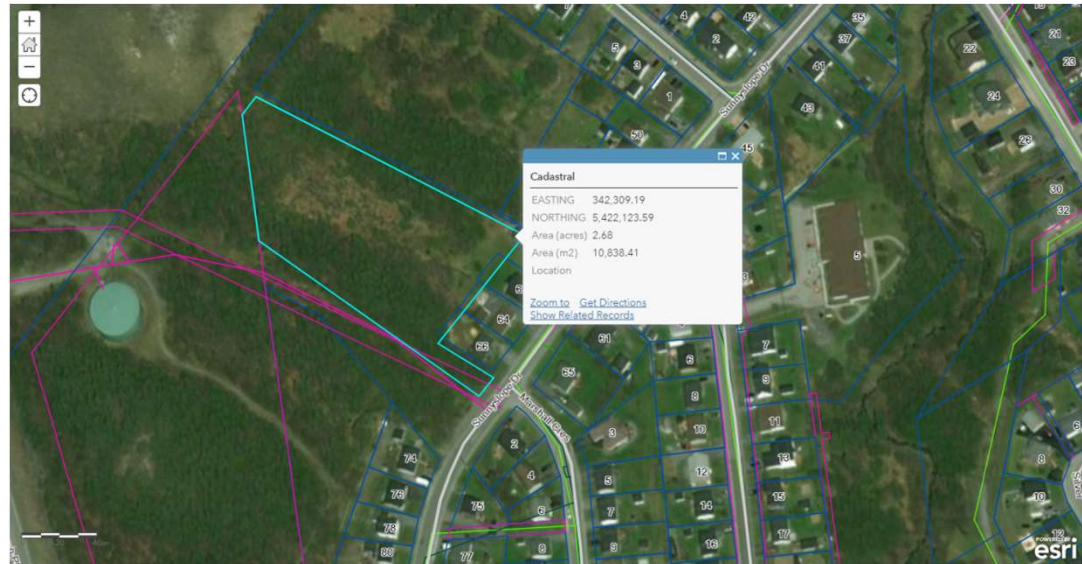
**Approximate Frontage (m):** 80

**Approximate Depth (m):** 130

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** N/A

**Location:** Silver Street

**Zone:** Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 12,500

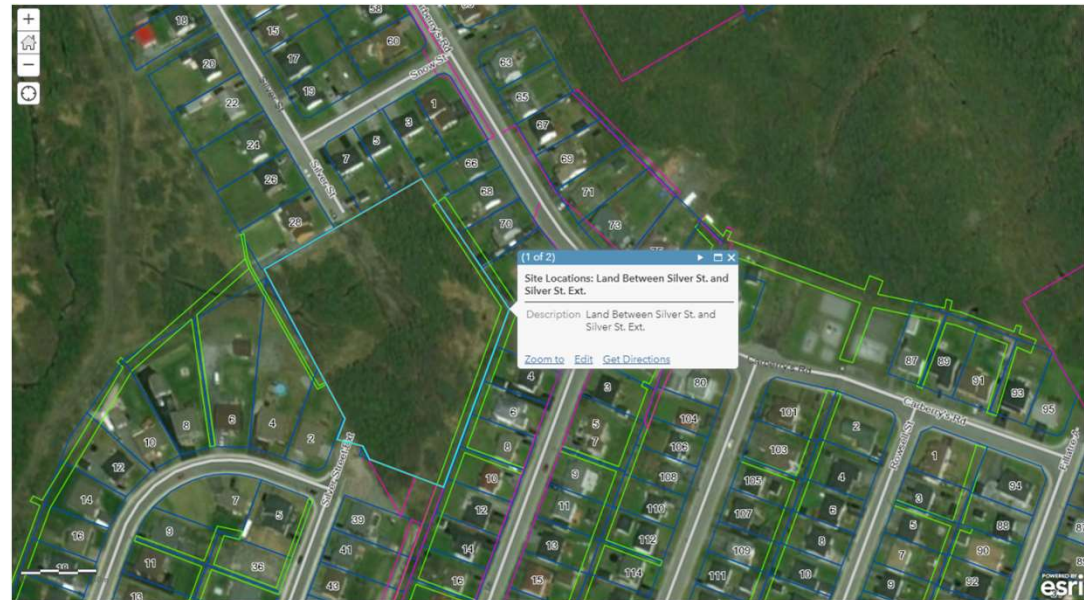
**Approximate Frontage (m):** 100

**Approximate Depth (m):** 113

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 050690-050596 (7 Parcels)

**Location:** Wheelers Road

**Zone:** Innovation District (ID)

**Approximate Size (m<sup>2</sup>):** 19,196

**Approximate Frontage (m):** 120

**Approximate Depth (m):** 200

**Water Available:** No

**Sewer Available:** No

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 050706

**Location:** Wheelers Road

**Zone:** Innovation District (ID) &  
Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 21,953

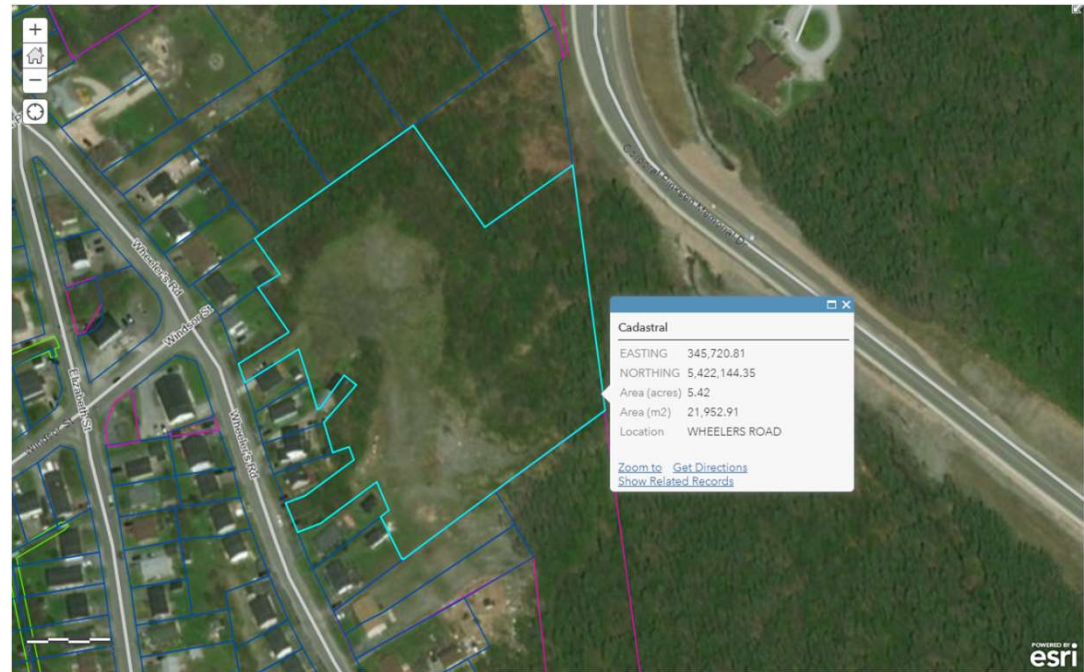
**Approximate Frontage (m):** 24

**Approximate Depth (m):** 180

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## COMMERICAL PROPERTIES



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 197370

**Location:** Confederation Drive

**Zone:** Large Scale Commercial (LSC)

**Approximate Size (m<sup>2</sup>):** 19,698

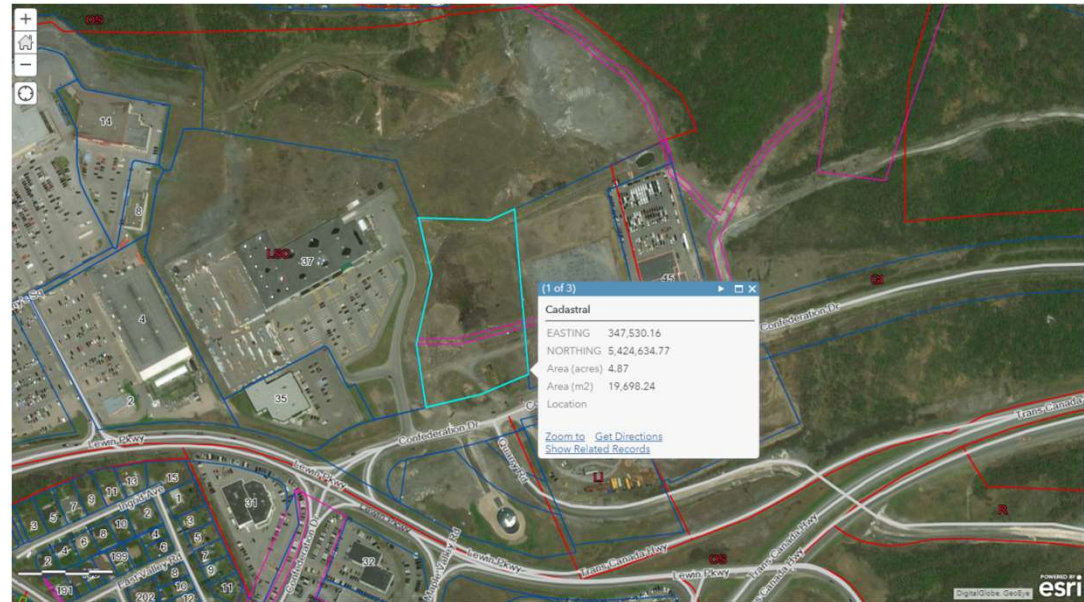
**Approximate Frontage (m):** 114

**Approximate Depth (m):** 200

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 260606

**Location:** Grenfell Drive

**Zone:** Innovation District (ID)

**Approximate Size (m<sup>2</sup>):** 21,563

**Approximate Frontage (m):** 208

**Approximate Depth (m):** 106

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** N/A

**Location:** Lundrigan Drive

**Zone:** General Industrial (GI)

**Approximate Size (Acres):** 26

**Approximate Frontage (m):** N/A

**Approximate Depth (m):** N/A

**Water Available:** Yes

**Sewer Available:** Yes

**Power:** 2 Phase with 3 Phase in Sections

**Price :** \$32,500/Acre

**Owner:** City of Corner Brook



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 043850

**Location:** O'Connell Drive

**Zone:** Innovation District (ID) &  
Residential Medium Density (RMD)

**Approximate Size (m<sup>2</sup>):** 90,142

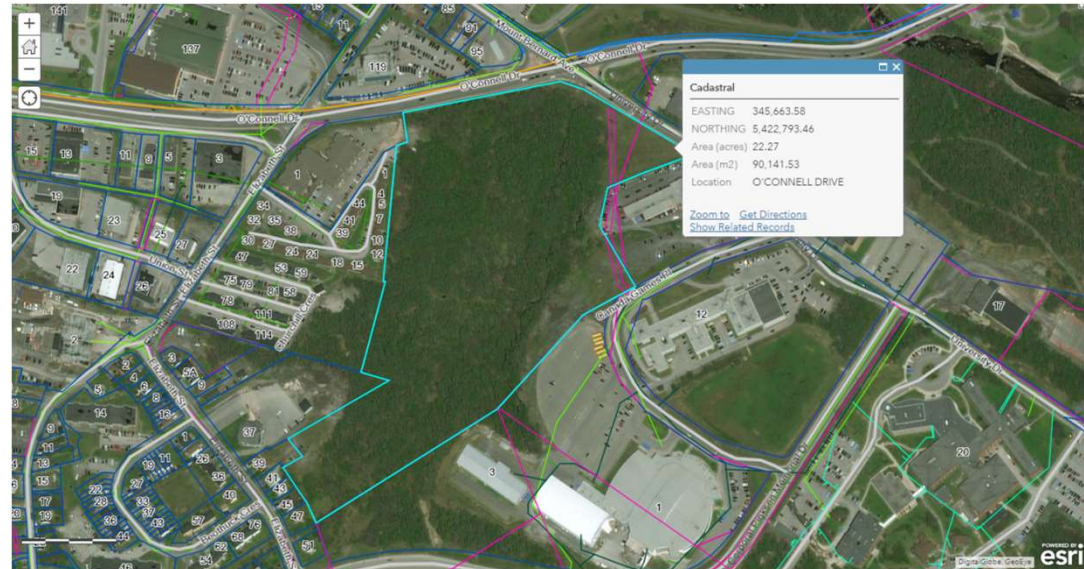
**Approximate Frontage (m):** 180

**Approximate Depth (m):** 360

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 047778

**Location:** O'Connell Drive

**Zone:** Light Industrial (LI)

**Approximate Size (m<sup>2</sup>):** 4,956

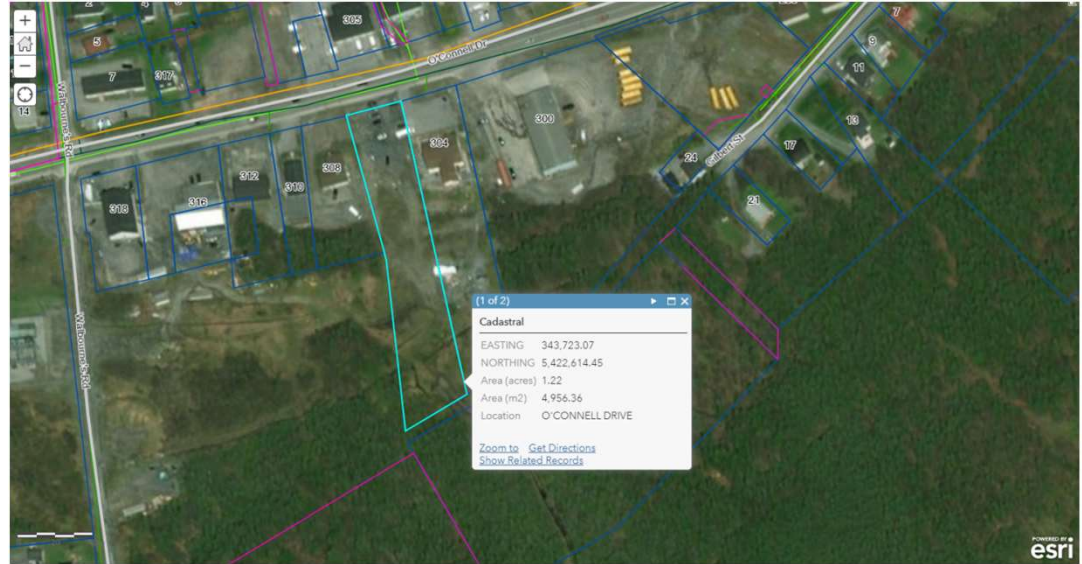
**Approximate Frontage (m):** 31

**Approximate Depth (m):** 170

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 187216

**Location:** Riverside Drive

**Zone:** Waterfront Mixed Use (WMU)

**Approximate Size (m<sup>2</sup>):** 75,899

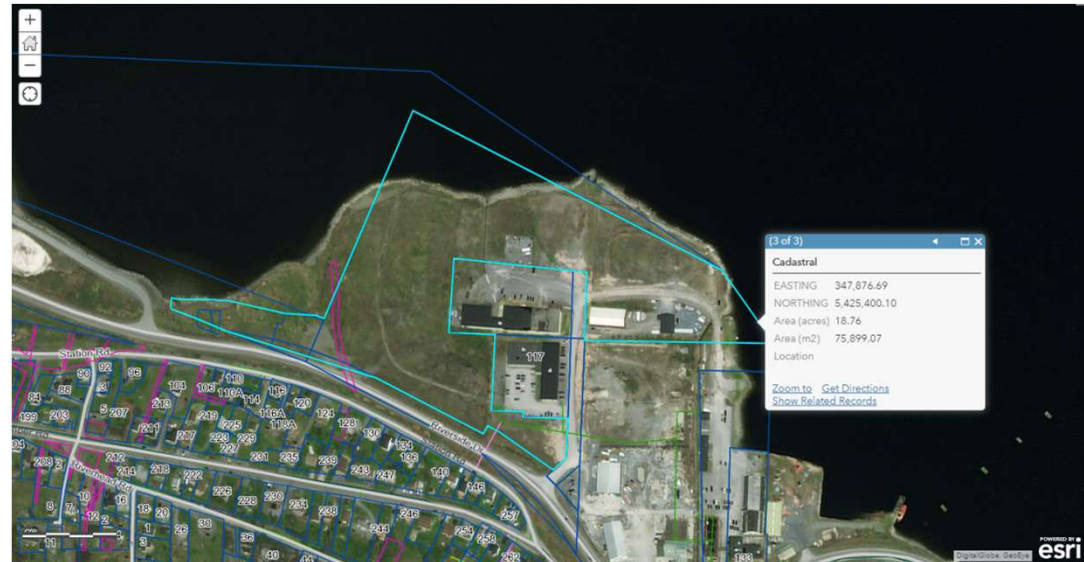
**Approximate Frontage (m):** 288

**Approximate Depth (m):** 300

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## POSSIBLE LAND FOR DEVELOPMENT

**Parcel ID:** 049933

**Location:** Union Street

**Zone:** Light Industrial (LI) &  
Open Space (OS)

**Approximate Size (m<sup>2</sup>):** 7,939

**Approximate Frontage (m):** 40

**Approximate Depth (m):** 85

**Water Available:** Yes

**Sewer Available:** Yes

**Owner:** Private



## USEFUL LINKS AND CONTACT INFO

- To view the City of Corner Brook Development Regulations please visit the link below
  - <http://www.cornerbrook.com/development-regulations-guidelines/>
- To view the City of Corner Brook Zoning Map please visit the link below
  - <http://www.cornerbrook.com/maps/>
- For Purchasing City Property and/or Selling Property to the City please contact:

Brandon Duffy, Supervisor of Land Management  
 City of Corner Brook  
 PO Box 1080  
 Corner Brook, NL, A2H 6E1  
 Ph: 1-709-637-1544  
 Cell: 1-709-632-9509  
 Fax: 1-709-637-1514  
 Email: [bduffy@cornerbrook.com](mailto:bduffy@cornerbrook.com)



## REQUEST FOR DECISION

*[DIRECTOR OF COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING]*

**SUBJECT:** St. Mary's Brook Concrete Box Culvert Rehabilitation Contract No. 2019-24

**DESCRIPTION:** The Tender for the **St. Mary's Brook Concrete Box Culvert Rehabilitation Contract No. 2019-24** closed on May 14, 2019 with one (1) bid received:

West Coast Excavating & Equip. Co. Ltd.                      \$148,936.50 (HST included)

Staff have reviewed the bid and found it to be in order, and recommend awarding this Contract to the low bidder West Coast Excavating & Equipment Co. Ltd.

**PROPOSED MOTION:** Be it **RESOLVED** to Award the Contract for **St. Mary's Brook Concrete Box Culvert Rehabilitation Contract No. 2019-24** to West Coast Excavating and Equipment Co. Ltd. at the Tender price of \$148,936.50 (HST included).

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** It is staff's recommendation to award the Contract for **St. Mary's Brook Concrete Box Culvert Rehabilitation Contract No. 2019-24** to West Coast Excavating & Equipment Co. Ltd. at the Tender price of \$148,936.50 (HST included)

**Legislative Authority:**

- City of Corner Brook Act:
- Public Procurement Act:

**Estimated Cost:** \$148,936.50 (HST included)

**Budget Line Item:** 17-MYCW-18-00019

**Communication Strategy:**

**STANDING COMMITTEE COMMENTS:**

Implication:

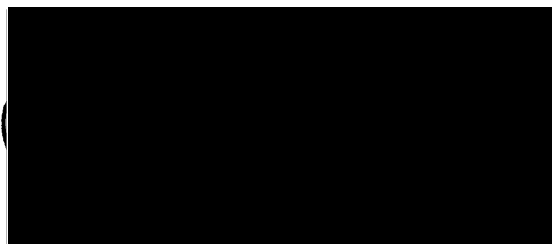
**BACKGROUND:**

Report/Document:

Division Manager

Director

City Manager



Date: May 22/2019

Date: 2019/05/23

Date: May 23/19



MAY 14 / 2019  
12:05 PM

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR  
TENDER FORM  
UNIT PRICE CONTRACT

Tender for: City of Corner Brook  
Concrete Box Culvert Rehabilitation  
St. Mary's Brook  
Contract No.: 2019-24

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

Gentlemen,

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

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

One Hundred Forty Eight Thousand Nine Hundred  
Thirty Six Dollars and Fifty Cents

(\$ 148,936.50 ) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

- 2 The Work will be substantially performed within 15 working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
- (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

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

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

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

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

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

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

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

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

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

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

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


SIGNATURE OF TENDERER

Firm Name: West Coast Excavating & Equipment Company Limited

Address: P.O. Box 266, 19 Maple Valley Road, Corner Brook, NL

Postal Code: A2H 6C9 E-Mail wce@nf.aibn.com

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

 / Signing Officer / 0

\_\_\_\_\_  
Signing Officer

  
Witnessed by

Corporate Seal

**APPENDIX "A"**  
**SCHEDULE OF QUANTITIES & PRICES**

**CITY OF CORNER BROOK**  
**CONCRETE BOX CULVERT REHABILITATION, ST. MARY'S BROOK**

23-Apr-19

**SCHEDULE OF QUANTITIES**

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

SECTION	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
<b>DIVISION #1</b>					
<b>01010</b>	<b>Mobilization &amp; Demobilization</b>				
	(not greater than 5% if on the island, or 10% if in Labrador, of item a. "sub-total" on last page)	LS	1	4000.00	4000.00
<b>01020</b>	<b>Cash Allowance</b>				
	1. Public announcement	Allowance	1	\$ 500.00	\$ 500.00
	2. Removal of large boulders requiring removal at the wing wall location	Allowance	1	\$ 1,200.00	\$ 1,200.00
	3. Removal of excess concrete placed during original construction	Allowance	1	\$ 800.00	\$ 800.00
	4. Provision of safety fencing	Allowance	1	\$ 700.00	\$ 700.00
	5. Removal of abandoned piping	Allowance	1	\$ 400.00	\$ 400.00
<b>01560</b>	<b>Environmental Requirements</b>				
	1. Silt Fence	m	20	10.00	200.00
<b>01570</b>	<b>Traffic Regulations</b>				
	1. Flagpersons wages	Hour	200	25.00	5000.00
<b>01580</b>	<b>Project Signage</b>				
	1. Project sign	LS	1	1000.00	1000.00
<b>01710</b>	<b>Reinstatement and Cleaning</b>				
	1. Tree removal				
	a. Large tree (including roots)	each	1	500.00	500.00
	b. Trees (other)	each	6	100.00	600.00
	2. Brush removal	LS	1	300.00	300.00
<b>DIVISION #2</b>					
<b>02070</b>	<b>Sitework, Demolition and Removal of Structures</b>				
	1. Mass excavation for inlet west wing wall	LS	1	2000.00	2000.00
	2. Removal of existing concrete wing wall including sawcutting	LS	1	2000.00	2000.00
	3. Removal of existing debris within the in concrete box culvert	LS	1	3000.00	3000.00
	4. Hand excavation under existing concrete culvert side walls	LS	1	14,000.00	14,000.00
	5. Removal of guide rail	m	15	20.00	300.00
<b>02215</b>	<b>Sitework, &amp; Site Grading</b>				
	1. Imported 100 mm minus well-graded rock fill supply and place within the existing box culvert including inlet and outlet areas	m³	54	100.00	5400.00
	2. Imported 100 mm minus well graded rock fill supplied and placed behind the inlet west wing wall	m³	32	50.00	1600.00
	3. Imported 600 mm minus well graded rockfill supplied and placed as noted	m³	24	100.00	2400.00
	4. 38 mm minus well graded washed stone supplied and placed as noted	m³	3	100.00	300.00
	5. Supply of Ventilation equipment required for placement of above materials.	LS	1	2000.00	2000.00
<b>02280</b>	<b>Salvage and reinstallation of guide rail</b>				
	1. On new post	m	9	120.00	1080.00
	2. On salvaged post	m	6	80.00	480.00
<b>02897</b>	<b>Filter Fabrics</b>				
	1. Supply and install filter fabric	m²	75	10.00	750.00
<b>DIVISION #3</b>					
<b>03300</b>	<b>Cast in Place Concrete</b>				
	(Including PVC water stop, bonding agent, dowels and steel reinforcement)				
	1. Supply and place concrete curbs	m³	17	1500.00	25,500.00
	2. Supply and place concrete footings	m³	24	1800.00	43,200.00
<b>Misc</b>	<b>Gravity Stone Retaining Wall</b>				
	1. Supply and place (46 1/8" x 60" x 18") Regular Bottom Blocks	Each	4	600.00	2400.00
	2. Supply and place (46 1/8" x 60" x 18") Regular Middle Blocks	Each	4	600.00	2400.00
	3. Supply and place (46 1/8" x 60" x 18") Regular Corner Blocks	Each	2	500.00	1000.00
	4. Supply and place (22 13/16" x 60" x 18") Half Bottom Blocks	Each	1	500.00	500.00
	5. Supply and Place (46 1/8" x 40 1/2" x 18") Regular Corner Blocks	Each	2	500.00	1000.00
	6. Supply and Place (22 13/16" x 40 1/2" x 18") Half Middle Blocks	Each	1	500.00	500.00
	7. Supply and Place (46 1/8" x 40 1/2" x 18") Regular Middle Blocks	Each	2	500.00	1000.00
	8. Supply and Place (22 13/16" x 28" x 18") Half Middle Blocks	Each	1	500.00	500.00
	9. Supply and Place (46 1/8" x 24" x 18") Corner Middle Blocks	Each	1	500.00	500.00
	10. Supply and Place (46 1/8" x 28" x 6") 2-Sided Cap Stone	Each	1	500.00	500.00

CITY OF CORNER BROOK CONCRETE BOX CULVERT REHABILITATION, ST. MARY'S BROOK					23-Apr-19
<b>SCHEDULE OF QUANTITIES</b>					
The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the Contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. HST, if applicable, is to be applied in accordance with SGC 1.0. Totals shall be determined by multiplying the quantity by the tendered unit price.					
SECTION	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
	a. Sub-total				129,510.00
	b. HST 16% of Sub-total				19,426.50
	c. Grand Total (carry forward to page 1 of Tender Form)				

148,936.50

**APPENDIX "B"**  
**LIST OF SUB-CONTRACTORS**

## Appendix "B"

### List of Sub-Contractors

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

This appendix was completed and submitted by:

Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

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

**BID BOND**

Standard Construction Document

**CCDC 220 - 2002**

No. 69-5723-0005-19

Bond Amount 10% of Tender

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

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 14<sup>th</sup>, day of **MAY**, in the year **2019** for

**ST. MARY'S CULVERT REHABILITATION**

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

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

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

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

**IN WITNESS WHEREOF**, the Principal and the Surety have Signed and Sealed this Bond dated 9<sup>th</sup>, of **MAY**, in the year **2019**.

SIGNED and SEALED

in the presence of

**WEST COAST EXCAVATING & EQUIPMENT CO. LTD.**

/ Signature

Name of person signing

**AVIVA INSURANCE COMPANY OF CANADA**

Signature

**Michelle Kelly, CAIB, CIP Attorney-in-fact**

Name of person signing

A2786



Copyright 2002

Canadian Construction Documents Committee

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

# REQUEST FOR DECISION

## *Department of Community Services*

**SUBJECT:**        **Execution of Agreement: Advertising Rights for Public Transit Bus Shelters**

**DESCRIPTION:** The City of Corner Brook issued a request for proposals pertaining to advertising rights for City public transit shelters. The contract guarantees the exclusive rights to provide advertising services using display cases fixed to transit shelters for the period between June 1<sup>st</sup>, 2019 and May 31<sup>st</sup>, 2022. The following one proposal was received:

Digital Advertising Solutions – Fifty percent (50%) of all gross sales including a pro-rated guarantee of \$1000 per month (pro-rated based on the number of panels)

**PROPOSED MOTION:** it is **RESOLVED** to approve the execution of the agreement for Advertising Rights for Public Transit Bus Shelters between the City of Corner Brook and Digital Advertising Solutions.

**IMPLICATIONS OF RECOMMENDATION:**

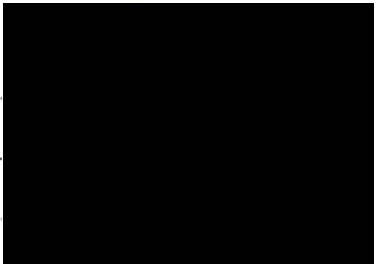
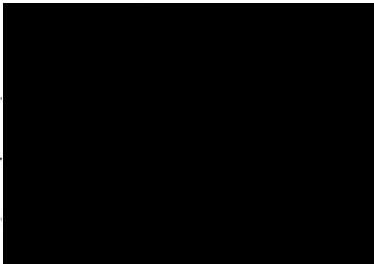
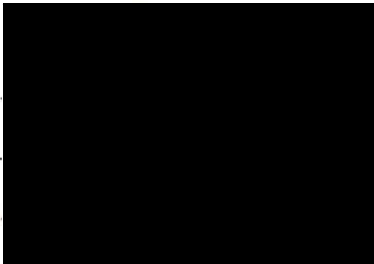
**Staff Recommendation:** To approve execution of the agreement.

**Legislative Authority:**

- City of Corner Brook Act: **Section 10**

**BACKGROUND:**

Report/Document: Form of Agreement

Submitted by:		Date:	<u>May 23/19</u>
Reviewed by:		Date:	<u>2019/05/23.</u>
City Manager:		Date:	<u>May 23/19</u>



## ADVERTISING RIGHTS FOR PUBLIC TRANSIT BUS SHELTERS

**THIS AGREEMENT** made at the City of Corner Brook in the Province of Newfoundland & Labrador this \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini two thousand and nineteen.

**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** **DIGITAL ADVERTISING SOLUTIONS**, (75427 Newfoundland and Labrador Inc.), a body corporate duly registered in the Province of Newfoundland and Labrador hereinafter called "DAS".

**WHEREAS** the City requires the management and sales of graphic advertising in public transit shelters.

**AND WHEREAS** DAS is will 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 advertising rights for the display cabinets in the requested bus shelters (hereinafter called the "Display Cabinets") in the areas as listed Schedule "A" attached hereto for a term of three (3) years commencing on the 1<sup>st</sup> day of June, 2019 (the "Commencement Date") and ending on the 31<sup>st</sup> day of May, 2022 ("The Term").
- B. DAS agrees to be responsible for all activities related to Display Cabinets 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 the advertisements; and disposing old advertisements at end of contract.
- C. DAS agrees to provide the advertising through the Display Cabinets at all times for the duration of the contract.
- D. DAS agrees to pay the City a commission of fifty percent (50%) of all gross sales made through transit shelter advertizing during the Term

of this Agreement (hereinafter called the "Commission"). The Contractor shall be responsible for all expenses including but not limited to taxes and environmental levies. The Contractor shall ensure that an accurate accounting reconciliation of sales units are provided to the City along with the Commission owing from sales on or before the fifteenth (15<sup>th</sup>) day of each month commencing with the fifteenth (15<sup>th</sup>) day of the first month following the Commencement Date and payable on or before the fifteenth (15<sup>th</sup>) day of every month thereafter until termination of this agreement. The City will also receive a prorated guarantee of \$1000 per month. This amount will be prorated based on the percentage of transit shelter panels that are installed and operational compared to the potential number of panels. As of the date of this agreement, the total number of potential panels is forty two (42).

- E. Provide the City with one complimentary 15 second ad slot on all DAS indoor digital billboards in the City (inventory permitting). There are approximately 19 indoor digital billboards in Corner Brook, all with available inventory.
  - a. Current indoor billboard locations include:
    - I. Corner Brook Plaza (x3)
    - II. Health and Performance Clinic (x3)
    - III. Millbrook Mall (x2)
    - IV. Humber Community YMCA (x1)
    - V. Corner Brook CNA Campus (x4)
    - VI. Veitch Wellness Centre (x4)
    - VII. Corner Brook Visitor Information Centre (x1)
    - Seasonal
    - VIII. Buck or Two Murphy Square (x1)
- F. Provide the City with a discount of 50% on additional indoor ad slots that they may want to buy to increase the intensity of their message delivery.
- G. Provide the City with a discount of 50% (on regular monthly rate) on outdoor digital billboards owned by DAS. This would be limited to four ads in total per month.

## 2. CONTRACTOR PROPERTY

DAS is responsible to inspect, maintain, repair and clean to the satisfaction of the City all cabinets and other supplies needed to provide advertising services. All such property stored, kept, used or employed at the bus shelters is at the DAS's own risk and the City shall not be responsible for any lost, stolen or damaged property.

## 3. CITY COVENANTS

The City covenants to:

- A. Provide the initial display cabinet hardware. There are currently a total of 19 shelters, of which 6 have display cases

installed. The City will be installing additional display cases in the remaining bus shelters as operational and financial resources are available.

#### 4. CONTRACTOR COVENANTS

The Contractor covenants to:

- A. Not assign or transfer the display cabinet advertising, or any of its rights or obligations under this Agreement, without the consent of The City, provided that such consent may be arbitrarily refused by The City in its sole and absolute discretion;
- B. At its own expense obtain all licenses and permits that may be required for and in connection with provision of the Display Cabinet advertising;
- C. Co-operate with The City and/or its duly authorized representatives, in such tasks as requested pertaining to the Display Cabinet advertising;
- D. To 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 which in any manner affect or relate to the sale, use and provision of the Display Cabinet advertising services, including but not limited to obtaining all necessary permits and licenses 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 Contractor to do so;
- E. At its own expense, keep and maintain the Display Cabinets in a clean, sanitary, attractive condition that is satisfactory to The City;
- F. Generate and pursue advertisement leads and inquiries to maximize advertising revenue by means of procuring advertising orders;
- G. Develop and sign shelter advertising contracts with external clients including payment terms;
- H. Provide or procure advertisement design and copywriting services as needed;
- I. Organize advertisement printing services for the advertising clients if required;
- J. Install new advertisements in Display Cabinets and dispose of old advertisements in accordance with City of Corner Brook waste regulations for the duration of each advertising

contract with individual clients;

- K. Submit a copy of all advertising contract signed to The City within three (3) business days;
- L. Submit accounts to The City every six (6) months;
- M. Submit all advertisements to The City and secure the City's written approval prior to placement in the Display. Displays must not include graphics that portray pornographic or offensive material, election or political advertisements, or any other themes and images that may be deemed inappropriate by the City;
- N. Not sell advertising space for a duration exceeding the remaining term of the contract. All contracts signed by the Supplier with the advertisers will become void on the last day of this contract, regardless of their specified or agreed duration of validity.
- O. 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;
- P. To advise the City of any and all customer service feedback that may result from their operation of the Display Cabinets, and to take such corrective action as deemed necessary by The City to remedy any customer service concerns raised;
- Q. To participate in any customer service feedback program(s) or procedures implemented by The City;
- R. To allow for inspection of the Display Cabinets at the end of the term and provide repair or replacement at the discretion of The City.

## **6. 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.

## **7. 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 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.
8. Any notice, document or other communication required or permitted to be given hereunder shall be sufficiently given if delivered or sent by prepaid registered mail or hand delivered as follows:

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

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

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

9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any terms or provisions hereof shall be deemed valid and binding unless in writing and signed by an Officer of the Parties. Failure by either party to enforce any terms hereof shall not be deemed a waiver of future enforcement of that, or any other term.
10. DAS agrees that in performance of its services under this agreement neither DAS nor any person employed by or acting as agent for DAS shall be or be deemed to be an officer, servant or agent of the City or Corner Brook City Council. DAS and its employees and agents shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City or Corner Brook City Council.

11. DAS shall indemnify the City against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of DAS or any agent, contractor, servant, employee or licensee of DAS, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.
12. The City and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of DAS its servants or agents in the performance of his, her, its or their obligations under this Agreement. DAS shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.
13. DAS shall, at all times during length of this agreement, at its own expense maintain in force comprehensive public liability insurance with respect to the building housing the animal care facility and office of the City's animal control officer, 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.

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.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
15. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.
16. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.

17. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

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

SIGNED SEALED AND DELIVERED by  
DAS in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Director

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor or Deputy Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk or CAO



## REQUEST FOR DECISION

### *Public Works, Water, and Wastewater*

**SUBJECT: Tender Cancellation- Standing Offer –**  
**Supply of Asphalt, Concrete, Granular Material & Sod – 2019-07,**

**DESCRIPTION:** Quotations were recently invited by the City of Corner Brook for the Supply of Asphalt, Concrete Granular Material and Sod at a Standing Offer basis, for the period of June 1st, 2019 to May 31st, 2020. Unit prices were requested for Concrete, Asphalt, Class 'A', Class 'B', Pit Run, Quarry Stone, Topsoil, 40 mm Washed Stone, ¼ Inch Minus, 4 Inch Minus, 6 Inch Minus, Pea Gravel and Nursery Sod. The tender closed on April 23, 2019. Staff is recommending cancelling this Tender due to an error in Addendum #1. Addendum #1 addressing the delivery of materials was not specific as to what materials were to be delivered and what materials were to be picked up. This may have led to confusion with the bidders.

**PROPOSED MOTION:** it is **RESOLVED** that Corner Brook City Council accept staff's recommendation to cancel Tender 2019-07 for the supply of Asphalt, Concrete, Granular Material and Sod for the period of June 1st, 2019 to May 31st, 2020 based on an error in Addendum #1.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** It is the recommendation of staff to cancel Tender 2019-07 for the supply of Asphalt, Concrete, Granular Material and Sod for the period of June 1st, 2019 to May 31st, 2020 based on an error in Addendum #1.

**Legislative Authority:** Public Procurement Act

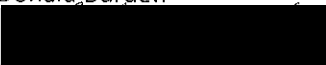
**Estimated Cost:** On an "as needed" basis.

**Budget Line Item:** Various

**Communication Strategy:** Letters will be sent to all bidders.

**BACKGROUND:**

Report/Document:

Submitted by: Stephanie Specker	Date: May 23, 2019
Reviewed by: Donald Burden	Date: May 23, 2019
City Manager: 	Date: May 23, 2019

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# REQUEST FOR DECISION

## PUBLIC WORKS, WATER & WASTEWATER

**SUBJECT:** Standing Offer – Vehicle Rental Contract No. 2019-25

**DESCRIPTION:** Quotations were recently invited by the City of Corner Brook for the Standing Offer – Vehicle Rental. The tender closed on May 15, 2019 and all compliant quotations are indicated below.

Name	Item	Bid (incl HST)
Enterprise Rent-A-Car Canada Company	½ Ton Pickup Trucks	Daily : \$69.00 Weekly : \$414.00 Monthly : \$1656.00 Excess Km : \$0.23/km
	Vans	Daily : \$69.00 Weekly : \$414.00 Monthly : \$1656.00 Excess Km : \$0.23/km
	Mini Van (7 passenger)	Daily : \$80.50 Weekly : \$483.00 Monthly : \$1932.00 Excess Km : \$0.23/km
	Cars	Daily : \$51.75 Weekly : \$310.50 Monthly : \$1242.00 Excess Km : \$0.23/km

**PROPOSED MOTION:** it is **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the bids as listed above for the Standing Offer – Vehicle Rental.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** It is the recommendation of staff to accept the bids as listed above for the Standing Offer – Vehicle Rental.

**Legislative Authority:** (Name Act and Section)

**Estimated Cost:**

**Budget Line Item:**

**Communication Strategy:**

**BACKGROUND:**

Report/Document:

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: May 24/19

Last update: 2019-05-14



# REQUEST FOR DECISION

## PUBLIC WORKS, WATER & WASTEWATER

**SUBJECT:** Notice of Sale – Used Equipment & Materials Contract # 2019-23

**DESCRIPTION:** Quotations were recently invited by the City of Corner Brook for the Notice of Sale – Used Equipment & Materials. The tender closed on May 9, 2019 and all compliant quotations are indicated below.

Name	Item	Bid (incl HST)
Baxter Mitchelmore	Portable Bar	\$172.50
Baxter Mitchelmore	2X4 Ceiling Tiles	\$1,437.50
Baxter Mitchelmore	Roll up doors	\$57.50
Todd Flynn	Guide Rail nuts & bolts	\$28.75
Baxter Mitchelmore	Aluminum Referee Stands	\$75.90
Baxter Mitchelmore	Nederman Systems	\$57.50
Baxter Mitchelmore	Genie Lift	\$1,267.30
Baxter Mitchelmore	Indoor Turf	\$700.35
Meadows Recreation Committee	Zamboni	\$4,601.15

**PROPOSED MOTION:** it is **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the bids as listed above for the Notice of Sale – Used Equipment & Materials with the exception of the Indoor Turf & Zamboni.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** It is the recommendation of staff to accept the bids as listed above for the Notice of Sale – Used Equipment & Materials with the exception of the Indoor Turf & Zamboni. It is recommended that we not sell the Indoor Turf & Zamboni at this time due to the low bids received.

**Legislative Authority:** Public Procurement Act

**Communication Strategy:** Letter to successful bidders.

Submitted by: Dawn Marshall \_\_\_\_\_

Date: May 16, 2019 \_\_\_\_\_

Reviewed by: Donald Burden \_\_\_\_\_

Date: May 16, 2019 \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: May 24/19



## REQUEST FOR DECISION

**SUBJECT:** TAXES RECOVERY PLAN

**DESCRIPTION:** The City of Corner Brook is required by the Province to provide an annual Tax Recovery Plan and Tax Receivable Summary to the Department of Municipal Affairs on an annual basis. The Taxes Recovery Plan is to indicate the steps that the City would take in collecting its outstanding taxes for any accounts that are in arrears.

**PROPOSED MOTION:** It is **RESOLVED** to approve the Tax Recovery Plan and Tax Receivable Summary for December 31, 2018 as attached.

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**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** Staff has recommended that the City approve the Taxes Recovery Plan as attached.

**Legislative Authority:**

**Estimated Cost:**

**Budget Line Item:**

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**STANDING COMMITTEE COMMENTS:**

**BACKGROUND:**

Report/Document:

Submitted by: Dale Park

Date: April 23, 2019

City Manager: 

Date: May 15/19



**CITY OF CORNER BROOK**

**Tax Recovery Plan  
For the Year Ended December 31, 2018**

Date Created: April 23, 2019  
Date Amended:

# City of Corner Brook

## Tax Recovery Plan

### For the Year Ended December 31, 2018

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#### A. Status of 2017 Objective(s)

The City was able to recover 48.4% of the 2017 outstanding tax receivable balance by December 31, 2018.

Summary of reasons for **meeting / not meeting** the (Prior Year) objective include:

A number of business accounts have fallen significantly in arrears. Additional collection efforts are in place, but they will take time to enforce and collect. Tax sales that took place in the fall of 2018 were not completed and closed until early 2019 and were still on the AR list at the end of the year. Additional legal collection efforts are being planned for a number of accounts with arrears and where other collection efforts have not been successful.

#### B. 2018 Objective(s)

The City’s objective is to recover 50% of the outstanding tax receivable by December 31<sup>st</sup> each year.

In order to ensure the availability of sufficient municipal services, it is important that residents and businesses make their payments to Council by March 31, or otherwise be placed on the City’s arrears listing and held subject to the City’s arrears recovery actions as presented in this report.

Under the Government of Newfoundland and Labrador’s Community Sustainability Partnership (CSP), the City must implement and maintain a Tax Recovery Plan and Tax Receivable Summary by establishing objectives, timelines and procedures to recover unpaid taxes from the current and previous years.

The City is subject to these accountability measures in order to receive future a share of Provincial Gas Tax Revenue Sharing funding.

The City must also present municipal audited annual financial statements in compliance with Public Sector Accounting Board (PSAB) standards and an approved annual budget to receive municipal operating grants.

Moreover, the City will take all reasonable actions towards the recovery of taxes in arrears while ensuring the tax recovery process being followed is fair and reasonable to the tax payer and the City, and within the authority provided under the *City of Corner Brook Act, 1999*.

#### Tax Year Planning Schedule

- |   |   |
|---|---|
| • Tax Notices are mailed out            | Early – mid January                         |
| • Taxes are due on                      | Property – February 28, business – March 31 |
| • Taxes are considered unpaid after     | March 31                                    |
| • Taxes are considered in arrears after | March 31                                    |
| • Tax Recovery Plan begins              | June 30                                     |

#### C. Payment Options

*(Please use all that apply)*

- ☐ **In person at the City Hall** (Office hours are Monday to Friday, 8:00 am to 5:00 pm)
- ☐ **Cash, Cheque, Money Order** (Make payable to City of Corner Brook)
- ☐ **Interac**
- ☐ **Mail** (Address: PO Box 1080, Corner Brook, NL, A2H 6E1)
- ☐ **On-line Banking**
- ☐ **Pre-Authorized Payment**
- ☐ **Tax Installment Plan**

# City of Corner Brook

## Tax Recovery Plan

### For the Year Ended December 31, 2018

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**D. Exemptions:**

Exemption Criteria:

The City has a policy (Property Tax Deferrals 11-01-05) that allows for deferral of property taxes for seniors, widows, disabled or those experiencing hardship.

Exemption Summary:

The property owner requesting a deferral must demonstrate a need and provide required information to the City. The property owner must have contributed to the tax base of the City for 15 years and must occupy the residential property as their principal residence or the residence must be permanently vacant. The household income level must be below a defined limit. The value of the deferral cannot exceed the assessed value of the property. Any request for deferral that is outside of the policy must be approved by Council.

# City of Corner Brook

## Tax Recovery Plan

### For the Year Ended 2018

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#### E. Tax Recovery - Action Plan

*Tax Recovery Process: Property Tax, Water & Sewer, Business Taxes, Other Taxes*

Date / Timeline	Action
Mid-January	Annual invoices issued for the current year. Any arrears or outstanding balance is listed on the invoice.
April	Statements re-issued for all accounts with outstanding balances.
September	Statements re-issued for all accounts with outstanding balances.
April – December	Direct contact made with all material tax accounts (phone, email or fax).
Continuous	Accounts are reviewed for follow-up and collection.
Continuous	Accounts that are 18 months or older without a payment plan are considered for water shut-off.
Continuous	Accounts that are 18 months or older without a payment plan are considered for rental seizure.
Continuous	Accounts that are 18 months or older without a payment plan are considered for legal action for collection.
Continuous	Account that are 25 months or older without a payment plan are considered for a tax sale.
Monthly	AR reports are compiled to identify accounts that are aged and in need of collection efforts.
Weekly	Review of AR at weekly meeting of Tax Collector, Manager of Treasury Services and Director of Finance & Administration

*Tax Recovery Process: Poll Taxes*

Date / Timeline	Action
Mid May	Annual invoices issued for the current year. Any arrears or outstanding balance is listed on the invoice.
May - June 30	Process payments and applications for exemptions
July	Unpaid accounts are forwarded to the tax payers employer for garnishment
July – December	Direct contact made with all material tax accounts (phone, email or fax).

# City of Corner Brook

## Tax Recovery Plan

### For the Year Ended 2018

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#### F. Arrears Monitoring Procedure

The Tax Collector, Manager of Treasury Services and Director of Finance & Admin will monitor the tax accounts in arrears using Great Plains and Excel.

The following measures will take place to monitor tax receivable accounts:

- ☐ Documenting issuances of invoices
- ☐ Maintaining receipt of payments
- ☐ Maintaining record of accounts payable
- ☐ Documenting all recovery actions taken on each account
- ☐ Maintaining a report on each tax recovery account
- ☐ Identifying accounts requiring a more active recovery approach
- ☐ Identify accounts that are in threat of becoming legally uncollectable
- ☐ Provide status information for reporting to Council

#### G. Reporting Tax Arrears Activity

Council:

The Director of Finance & Administration will provide Written or Verbal reports on the status of the tax arrears to the Finance & Administration Standing Committee FASC meetings.

The reporting updates will include:

- ☐ Current tax receivable balance
- ☐ Status of recovery activity
- ☐ Recovery issues that require input or action from Council

Department of Municipal Affairs:

The City will provide a copy of the approved Tax Recovery Plan (TRP) and Tax Receivable Summary (TRS) to the Department of Municipal Affairs by **June 30th** of each year.



**City of Corner Brook**  
**TAX RECEIVABLE SUMMARY - OPTION 1**  
**Year End December 31, 2018**

		Summary of Taxes Receivable as of December 31, 2018			
		Total Receivable		Accounts With Payment Plan	
		Tax Payers #	Amount \$	Tax Payers #	Amount \$
Taxes Receivable					
A	Owed for current tax year (2018)	773	\$826,927.33	19	\$119,099.77
B	Owed for preceding tax year (2017)	225	\$791,940.69	18	\$97,567.64
C	Owed for two years preceding (2016)	109	\$509,084.75	21	\$178,899.04
D	Owed for three years preceding (2015)	112	\$633,541.06	8	\$79,126.79
E	Owed for Four years preceding (2014)				
F	Owed for over four years (2013 and older)				
<b>Total Taxes Receivable (Dec 31)</b> <b>(A + B + C + D + E + F)</b>		<b>1219</b>	<b>\$2,761,493.83</b>	<b>66</b>	<b>\$474,693.24</b>
<b>Allowance for Doubtful Accounts for Taxes Receivable</b>			<b>\$504,584.42</b>		



## REQUEST FOR DECISION

### *[Protective Services]*

**SUBJECT:** Recreational Vehicles Regulation, 2019

**DESCRIPTION:** The current Recreational Vehicles Regulation prohibits the operation of all recreational vehicles inside the City of Corner Brook. For quite some time City officials have been assessing options for the establishment of routes that would allow ATV access into the City. Over the past several month staff have intensified its focus on ATV access in an effort to capitalize on the tourism potential of this industry, while taking into consideration safety concerns, best practices of other municipalities and the overall impact on residents. Currently, All-Terrain Vehicle (ATV) operators are forced to bypass our City because it lacks a safe permitted ATV route. Information that has been garnered in consultation with the tourism and the All-Terrain Vehicle community and residents leads us to believe that the City is missing out on a tourism opportunity which would bring the touring ATV riders inside our City. Such access would provide ATV enthusiasts with access to our amenities and thereby generate added revenues for our business community. This new regulation will eliminate the ban on ATV operation inside our City and will establish a designated route that the ATV operators can travel through our City availing of amenities along the way. Note that this regulation permits use of all-terrain vehicles and does not permit use of snowmobiles.

**PROPOSED MOTION:** it is **RESOLVED** to adopt and enact the Recreational Vehicles Regulation 2019, and thereby repeals the current Recreational Vehicle Regulations that were enacted April 21<sup>st</sup>, 2008.

#### **IMPLICATIONS OF RECOMMENDATION:**

##### **Staff Recommendation:**

Based on information that has been garnered from the All-Terrain Vehicle community and residents, staff supports this initiative and feel it will be a great economic generator to our tourism industry by providing ATV community access to our City. By providing access via a designated route, touring ATV riders will enter our City and avail of its amenities. It is anticipated such access could be a boost to our business community. While concerns have been expressed that ATVs may present a new risk to the designated roadways, this risk has been assessed and is minimized by compliance to the operating rules set forth in the proposed regulation. The routes will be monitored by the Royal Newfoundland Constabulary and our municipal enforcement officers and operating rules will be strictly enforced. Staff will be viewing this initiative as a trial project and will monitor it closely to address any safety concerns and better understand whether the project truly benefits our City.

##### **Legislative Authority:**

Sections 201 and 202 of the City of Corner Brook Act authorize Council to make regulations prohibiting or controlling the operation of recreational vehicles not licenced under the Highway Traffic Act on public roads and bridges; Section 10 of the Motorized Snow Vehicles and All-Terrain Vehicles Act, 1990 authorize Council to make regulations permitting the driving of vehicles or a class of vehicles along or across a highway or part of a highway in a municipality;

**Estimated Cost:** n/a

**Budget Line Item:** n/a

**Communication Strategy:** Communication of this initiative will be coordinated by the City's information officer who will avail of social media, print media, media interviews, etc. to educate our communities of this new initiative. To date the

Last update: 2019-05-14

City has received comments from 94 people with 65 supporting the proposed bylaw while 29 oppose. Those against the new regulation cite concerns related to safety, traffic congestion, air and noise pollution. Those in support comment that such change will be a benefit to tourism and our local economy.

**BACKGROUND:**

Report/Document: Copy of proposed Recreational Vehicle Regulations, 2019.

Submitted by:

Date: May 23, 2019

Reviewed by:

Date: \_\_\_\_\_

City Manager:

Date: May 24, 2019

## CITY OF CORNER BROOK RECREATIONAL VEHICLES REGULATIONS

**Pursuant** to the provision of section 10 Motorized Snow Vehicles and All-Terrain Vehicles Act, R.S.N.L. 1990 c. M-20 and sections 201 and 202 of the City of Corner Brook Act, R.S.N.L. 1990 c. C-15 and all other powers it enabling the Corner Brook City Council in a session convened on the \_\_\_ day of May, 2019, hereby passes and enacts the following regulations:

### Title

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

### Definitions

2. In these Regulations:
  - a. "All-terrain vehicle" means a wheeled motorized vehicle, excluding a two wheeled vehicle, designed or adapted for off-road use;
  - b. "City" means City of Corner Brook;
  - c. "Council" means Corner Brook City Council;
  - d. "Director" means the Director of Protective Services;
  - e. "Enforcement officer" means a municipal enforcement officer as defined by the *City of Corner Brook Act R.S.N.L. 1990 ch.C-15 as amended* or a peace officer as defined by the *Highway Traffic Act*;
  - f. "Highway" means any public highways, streets or roads assumed and maintained under the ownership and jurisdiction of the City of Corner Brook;
  - g. "Highway Traffic Act" means the Newfoundland and Labrador Highway Traffic Act RSNL 1990 Chapter H-3 as amended;
  - h. "Motorized snow vehicle" means a tracked vehicle, commonly known as a snowmobile, where the driver sits astride a seat and which is designed for operation over snow covered land and ice;

- i. "Motorized Snow Vehicles and All-Terrain Vehicles Act" means the Newfoundland and Labrador Motorized Snow Vehicles and All-Terrain Vehicles Act, RSNL 1990 Chapter M-20;
- j. "Permitted route" means any highway or public pathway approved by Council for all-terrain vehicle use and set out in Schedule A;
- k. "Public pathway" means any pathway or trail assumed under the ownership of the City of Corner Brook or maintained under the jurisdiction of the City of Corner Brook;

### **Designated Routes**

- 3. All-terrain vehicles are permitted to be used on any highway or pathway as set out in Schedule A.

### **Prohibited Routes**

- 4. Except as set out in Schedule A, no person shall use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City unless:
  - a. prior written permission has been obtained from the Director and/or City Manager; and
  - b. the person adheres to any or all additional conditions and restrictions set out by the Director or City Manager.

### **Snowmobiles**

- 5. Motorized snow vehicles are not permitted to be used on any highway within the City.

### **Rules of Operation**

- 6. No person shall operate an all-terrain vehicle upon a City highway unless:
  - a. that person travels upon the designated route as outlined in Section 3 of these regulations;
  - b. the vehicle and its driver operate in accordance to the *Motorized Snow Vehicles and All-Terrain Vehicles Act* ;;

- c. that person is at least 16 years of age and the holder of a class of driver's licence issued under the *Highway Traffic Act*;
- d. that person or the vehicle being driven carries a liability insurance policy and proof thereof can be readily produced when requested by an enforcement officer;
- e. the all-terrain vehicle is equipped with an exhaust system that is of the original equipment manufacturer and has not been modified to increase sound. The exhaust system must be in working order and in constant operation to prevent excessive or unusual noise;
- f. the all-terrain vehicle is operated at a rate of speed not greater than 20 kilometres per hour; and
- g. the driver of an all-terrain vehicle at all times yields the right of way to drivers of all other classes of motor vehicles on a highway.

### **Rules of the Road**

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

### **Times of Operation**

- 8. No person shall operate an all-terrain vehicle in accordance with this bylaw before June 1<sup>st</sup> or after October 31<sup>st</sup> of any year.
- 9. No person shall operate an all-terrain vehicle within the City and upon its highways earlier than 7 A.M. and no later than 30 minutes after sunset.

### **Signage**

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

### **Penalty**

- 11. A person who contravenes or fails to comply with these regulations is guilty of an offence and where no penalty is otherwise prescribed for such offence in the

*Motorized Snow Vehicles and All-Terrain Vehicles Act RSNL Ch.M-20, Highway Traffic Act RSNL 1990 ch. H-3 or any other Provincial Statutes or Regulations, is liable on summary conviction to a fine or to a period of imprisonment or both in accordance with section 438 of the City of Corner Brook Act RSNL 1990 Ch. C-15, as amended*

### **Exemption**

12. These regulations do not apply to vehicles owned and operated by the Council or those operated by Emergency and or Enforcement Services and other persons who are exempt by the provisions of the Motorized Snow Vehicles and All-Terrain Vehicles Regulations 1163/96.

### **Interpretation**

13. These Regulations include the Schedules attached to them, and the Schedules are hereby declared to form part of these Regulations.
14. If a court of competent jurisdiction should declare any section or part of a section of these Regulations to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the Regulations and it is hereby declared that the remainder of the Regulations shall be valid and shall remain in force..

### **Coming into Force and Repeal**

15. These regulations shall come into force as of the date enacted by Council and the City of Corner Brook Recreational Vehicles Regulations April 5, 2008 are hereby repealed upon the coming into force of these Regulations.

**IN WITNESS WHEREOF** this Regulation is sealed with the Common Seal of The Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor and Marina Redmond, City Clerk, at the City of Corner Brook, this \_\_\_ day of April, 2019.

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Mayor

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City Clerk

Published by The Western Star –

First Reading –

Second Reading –

## Schedule "A"

### Permitted All-Terrain Vehicle Routes

All-Terrain Vehicles are permitted to travel on or along the following highways:

- Riverside Drive
- Main Street
- Herald Avenue
- Broadway
- Pier Road
- Griffin Drive
- Petries Street (from the intersection with Curling Street to the intersection with Hilliards Road)
- Hilliards Road

All-Terrain Vehicles are permitted to travel on or along the following public pathways:

- Trail between the end of Pier Road and Griffin Drive