



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 **September 8, 2025 at 7 pm. City Hall Council Chambers.**

CITY CLERK

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3	1.1 Land Acknowledgement
	2 APPROVALS
	2.1 Approval of Agenda
5 - 7	2.2 Approval of Minutes- Regular Meeting August 18, 2025
	3 BUSINESS ARISING FROM MINUTES
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	4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/
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9 REGULATION/POLICY

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167 - 168 9.3 National Day for Truth and Reconciliation, September 30, 2025

10 ADJOURNMENT

The meeting adjourned at

Land Acknowledgement

We respectfully acknowledge the City of Corner Brook as the ancestral homeland of different populations of Indigenous people. We also acknowledge with respect, the rich histories and cultures of the Beothuk, Mi'kmaq, Innu and Inuit of the Province of Newfoundland and Labrador

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 18 AUGUST, 2025 AT 5:00 PM**

PRESENT:

Deputy Mayor	L. Chaisson	D. Charters, City Manager
Councillors:	P. Gill	T. Flynn, Director of Protective Services
	B. Griffin	D. Burden, Director of Engineering, Development and Operational Services
	C. Pender	Director of Finance and Administration - Vacant
		<i>J. Smith, City Clerk</i>
		<i>R. Teliz, Sergeant-At-Arms</i>

Absent with regrets: Councillor P. Keeping, and P. Robinson, Director of Recreation Services

25-110 Land Acknowledgement

Councillor P. Gill read the Land Acknowledgement.

25-111 Approval of Agenda

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** to approve the agenda as circulated. **MOTION CARRIED.**

25-112 Approval of Minutes - Regular Meeting July 21, 2025

On motion by Councillor C. Pender, seconded by Councillor P. Gill, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of July 21, 2025. **MOTION CARRIED.**

25-113 Business Arising From Minutes

Councillor C. Pender requested an update on the status of the Deep Gulch Culvert Replacement Project. The Director of Engineering, Development and Operational Services advised that the project has experienced some delays, however University Drive is scheduled to be open prior to school starting.

25-114 Green Municipal Fund – Funding Application: Feasibility Study for City Infrastructure Green House Gas Reduction

On motion by Councillor B. Griffin, seconded by Councillor C. Pender, it is **RESOLVED** that the City of Corner Brook Council authorize staff to submit the application to the Green Municipal Fund (GMF) to undertake a City Infrastructure Green House Gas Reduction Feasibility Study in the estimated total of \$243,750.00. **MOTION CARRIED.**

25-115 MOU with Western Environment Center (WEC)

On motion by Councillor B. Griffin, seconded by Councillor C. Pender, it is **RESOLVED** that the City of Corner Brook Council approve the Memorandum of

Understanding between the Western Environmental Center (WEC) and the City of Corner Brook.

It is **FURTHER RESOLVED** that the City of Corner Brook Council authorizes the City Manager to sign the Memorandum of Understanding with the Western Environmental Center (WEC) on behalf of the City of Corner Brook. **MOTION CARRIED.**

25-116 Accessible Transit Software Solution

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is **RESOLVED** that the City of Corner Brook Council accept the proposal submitted by Blaise Transit Ltd. for \$202,400.00 HST Included for the Accessible Transit Software Solution.

It is **FURTHER RESOLVED** the Corner Brook City Council authorizes the City Manager to sign the Contractual documents with the Consultant Blaise Transit Ltd. on behalf of the City of Corner Brook. **MOTION CARRIED.**

25-117 Approval - IMSP and Development Regulations Amendment No. 24-04 - 11 O'Connell Drive

On motion by Councillor C. Pender, seconded by Councillor P. Gill, it is **RESOLVED** to:

- (1) Adopt proposed amendment No. 24-04 to the City of Corner Brook's Integrated Municipal Sustainability Plan and Development Regulations 2012;
- (2) Authorize staff to submit the proposed amendments to the provincial government for ministerial approval and registration; and
- (3) Authorize staff to give statutory notice of registration of the amendments following ministerial approval and registration under (3).

MOTION TIED. Deputy Mayor L. Chaisson and Councillor C. Pender voted against the motion.

The motion will therefore be brought to the next Council Meeting for another vote.

25-118 Confirmation of Order - 2025-02

On motion by Councillor C. Pender, seconded by Councillor P. Gill, it is **RESOLVED** that in accordance with Section109(4) of the Urban and Rural Planning Act the following Stop Work Order is hereby confirmed by Council, Order #2025-02. **MOTION CARRIED.**

25-119 Transit Code of Conduct Policy

On motion by Councillor C. Pender, seconded by Councillor B. Griffin, it is **RESOLVED** that the City of Corner Brook Council adopt the Transit Code of Conduct policy # 01-02-01. **MOTION CARRIED.**

25-120 Civic Centre Helmet Policy

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** that the council of the City of Corner Brook approve the Civic Centre Helmet Policy #08-01-07. **MOTION CARRIED.**

25-121 Attendant Pass Policy Revision

On motion by Councillor P. Gill, seconded by Councillor C. Pender, it is **RESOLVED** that the council of the City of Corner Brook approve the revised Attendant Pass Program For Persons With Disabilities Policy #08-06-01 **MOTION CARRIED.**

25-122 Shared Regional Services

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is **RESOLVED** that the Council of the City of Corner Brook hereby directs the City Manager to explore and develop possible models of shared services, including but not limited to fire and enforcement services, in collaboration with neighbouring municipalities. The City Manager will ensure that such models do not compromise service delivery to city residents, while generating new revenue for the City. **MOTION CARRIED.**

ADJOURNMENT

Meeting adjourned at 6:19 p.m.

City Clerk

Mayor



Information Report (IR)

Subject: Proclamations and Events

To: Darren Charters

Meeting: Regular Meeting - 08 Sep 2025

Department: City Manager

Staff Contact: Gloria Manning, Legislative Assistant

Topic Overview: The City of Corner Brook routinely receives requests from various organizations to recognize significant days, weeks, and months.

Attachments: [Prostate Cancer Awareness Month 2025](#)

[Arthritis Month - September](#)

[World Suicide Prevention and Awareness Day 2025](#)

BACKGROUND INFORMATION:

The City of Corner Brook would like to recognize the following proclamations and events in the City of Corner Brook:

September was declared Prostate Cancer Awareness Month: Prostate cancer is the most common cancer among Canadian men. 1 in 8 men in Newfoundland and Labrador will be diagnosed with the disease. The survival rate for prostate cancer is, however, 100% when detected early.

September was declared Arthritis Awareness Month: Arthritis is a serious disease that causes debilitating pain, restricts mobility, and diminishes quality of life. Six million people in Canada – 1 in 5 – live every day with the brutal realities of arthritis.

September was declared Suicide Prevention and Awareness Month- victims of suicide in the City of Corner Brook are missed in all aspects of our lives: they were our co-workers, our neighbours, our friends, and our family; they were our loved ones.

City Clerk

Approved - 04 Sep 2025

City Manager

Approved - 04 Sep 2025

Administrative Assistant

Approved - 04 Sep 2025

City Manager



PROCLAMATION
Prostate Cancer Awareness Month
September 2025

WHEREAS, Prostate Cancer is the most common cancer among Canadian men; and

WHEREAS, 1 in 8 men in Newfoundland & Labrador will be diagnosed with the disease; and

WHEREAS, the survival rate for Prostate Cancer is nearly 100% when detected early, but 3 of 4 men will die when found late; and

WHEREAS, those with a family history of the disease are at a greater risk; and

WHEREAS, awareness and conversations about Prostate Cancer can lead to screening and early Detection; and

WHEREAS, the City of **Corner Brook** supports everyone committed to raising awareness about Prostate Cancer;

THEREFORE, I, _____, on behalf of the **City of Corner Brook Council**, do hereby proclaim **September, 2025 as Prostate Cancer Awareness Month** in the City of **Corner Brook**

Signature: _____
Name:
Mayor of Corner Brook



ARTHRITIS AWARENESS MONTH

WHEREAS Nationwide community support has been critical throughout Arthritis Society Canada's 77-year history, enabling the organization to fulfill its mission to fight the fire of arthritis with research, advocacy, innovation, information and support.

WHEREAS Arthritis is a serious disease that causes debilitating pain, restricts mobility and diminishes quality of life. Six million people in Canada – 1 in 5 – live every day with the brutal realities of arthritis and there is no cure. Without a greater spotlight on this growing issue, the number of people in Canada with arthritis will rise to nine million by 2045.

WHEREAS During Arthritis Awareness Month this September, we will raise awareness, mobilize and engage communities to understand the devastating impact of arthritis, and stand with us to fight for an arthritis-free future.

We recognize the work underway to develop a nationwide Arthritis Action Plan to take on the big issues of arthritis, including prevention, equitable access to care and treatment, and elevating the urgency of the disease.

WHEREAS Arthritis Society Canada is Canada's national charity dedicated to extinguishing arthritis for good.

We respectfully request that Corner Brook issue a proclamation declaring September Arthritis Awareness Month to help us reach your community with our message and to illustrate your support for those living with the disease, and their families.

THEREFORE

I, _____, Mayor of the City of Corner Brook, do hereby proclaim the **month of September 2025** to be **Arthritis Awareness Month** in the City of Corner Brook, NL.

Mayor



City of Corner Brook

A Proclamation of The City of Corner Brook Suicide Prevention and Awareness Day

WHEREAS, on September 10th, communities across Canada and around the world will join together to recognize World Suicide Prevention Day; and

WHEREAS, 10 Canadians will die by suicide today, and up to 200 Canadians will attempt suicide today; and

WHEREAS victims of suicide in the City of Corner Brook are missed in all aspects of our lives: they were our co-workers, our neighbours, our friends, and our family; they were our loved ones; and

WHEREAS the victims of suicide are not just the dead: they include the survivors dealing with false guilt in addition to legitimate grief; and

WHEREAS most suicides are preventable;

THEREFORE, I, _____, Mayor of the City of Corner Brook, do hereby proclaim September 10th as The City of Corner Brook Suicide Prevention and Awareness Day, and urge my fellow citizens, our employers and unions, as well as our proud civic institutions to Connect, Communicate, and Care as called for by the Canadian Association for Suicide Prevention.

DATED at Corner Brook, Newfoundland, this _____ day of September 2025

Deputy Mayor



Request for Decision (RFD)

Subject: Civic Centre Entrance and Walkway Upgrades 2025-16

To: Donny Burden

Meeting: Regular Meeting - 08 Sep 2025

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [WCE QUOTE FOR CIVIC CENTRE ENTRANCE AND WALKWAY UPGRADES NO. 2025-16 Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook requested quotations to replace the concrete pad and adjacent sidewalk at the lower entrance of the Civic Centre (Kinsmen Arena Entrance). There were three (3) quotations received from the following:

West Coast Excavating & Equipment Co. Ltd. \$213,912.65 (HST Included)

Marine Contractors Inc. \$221,869.50 (HST Included)

JCL Investments Inc. \$251,763.75 (HST Included)

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council award the work for the Civic Centre Entrance and Walkway Upgrades 2025-16 to West Coast Excavating & Equipment Co. Ltd. in the amount of \$213,912.65 (HST included)

Director of Engineering, Development and Operational Services Approved - 03 Sep 2025

City Manager Approved - 03 Sep 2025

Administrative Assistant Approved - 03 Sep 2025

City Manager



GOVERNMENT OF NEWFOUNDLAND AND
LABRADOR TENDER FORM
UNIT PRICE CONTRACT

Tender for: Corner Brook Civic Centre Entrance and Walkway
Upgrades
Contract # 2025-16

To: City of Corner Brook
tender-rfp@cornerbrook.com

Gentlemen,

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

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

Two Hundred Thirteen Thousand Nine Hundred Twelve Dollars and Sixty-Five Cents

(\$ 213,912.65) 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.

- The Work will be substantially performed within 30 (Thirty) working days from the date of notification of award of contract.
- WE ENCLOSE HEREWITH if required by the Instructions to Bidders
 - A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

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

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

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--
 - (a) execute the Standard Form of Construction Contract;
 - (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
 - (c) complete substantially all the work included in the contract within the time and under conditions specified.
5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposes of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.
8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.

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

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

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

10. WE hereby acknowledge receipt of the following
addenda: Addendum No.
Addendum No.

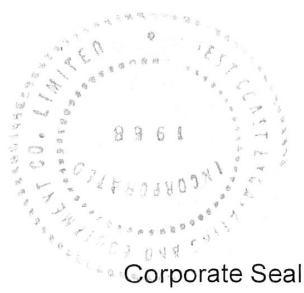
11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: West Coast Excavating & Equipment Company Ltd.

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

Postal Code: A2H 6C9 E-Mail wce@nf.aibn.com
Ph # 709-639-9423 Fax # 709-639-7019



Corporate Seal

Signing Officer

Signing Officer

Witnessed by

Tender Form -

APPENDIX "A"
TENDER PRICE TABLE

Schedule of Quantities and Prices

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

Notes:

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

Appendix "B"

List of Sub-Contractors

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

This appendix was completed and submitted by:

Name _____

Address _____

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

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

<i>information in this column to be</i>	<i>information in this column to be</i>	<i>Company Name</i>	<i>Address</i>
<i>Work</i>	<i>Category: Sub-contractor or</i>		

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

The Quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligation and liabilities under the contract. Do not include taxes in unit or lump sum prices, taxes due to be added on the last page of this schedule as indicated on the bottom. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
DIVISION 1					
1010	<i>Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of item a. "sub- total" on last page)</i>	L.S.	1	\$ 2400	\$ 2400.00
1570	<i>Traffic Regulation</i>	Hour	80	\$ 35	\$ 2800.00
	1 Flag Persons Wages	L.S.	1	\$ 1000	\$ 1000.00
1710	<i>Reinstatement and Cleaning</i>	m ²	56	\$ 15	\$ 840.00
	1 Supply & Placing Topsoil	m ²	56	\$ 30	\$ 1680.00
DIVISION 2					
2070	<i>Site work, Demolition & Removal of Structures</i>	m ²	556	\$ 5	\$ 2780.00
	1 Removal of Concrete Sidewalk/Pad	m	123	\$ 25	\$ 3075.00
	2 Removal of Curb & Gutter	m	15	\$ 25	\$ 375.00
	3 Removal of Storm Sewers	m	8	\$ 50	\$ 400.00
	4 Removal of Concrete Encased Storm Trough				
2215	<i>Site Work & Site Grading</i>	m ³	159	\$ 18	\$ 2862.00
	Mass Common Excavation				
2223	<i>Excavation, Trenching & Backfilling</i>	m ³	18	\$ 18	\$ 324.00
	1 Main Trench Excavation	m ³	8	\$ 70	\$ 560.00
	2 Granular Pipe Bedding - Type 1				
2233	<i>Selected Granular Base & Sub Base Material</i>	m ³	16	\$ 70	\$ 1120.00
	1 Class "A" Granular Base	m ³	3	\$ 70	\$ 210.00
	2 Class "B" Granular Sub-Base				
2528	<i>Concrete Walk, Curb & Gutters</i>	m ³	47	\$ 70	\$ 3290.00
	1 Supply & Placement of Granular Base Material	m	103	\$ 144	\$ 14,832.00
	2 Concrete Walks (1.65m width), (150mm thickness)	m	122	\$ 132	\$ 16,104.00
2574	<i>Reshaping & Patching Asphalt Pavement</i>	m ²	83	\$ 5	\$ 415.00
	1 Removal of Asphalt Pavement	m ²	84	\$ 176	\$ 14,784.00
	2 Patching of Asphalt Pavement	m	128	\$ 10	\$ 1280.00
2601	<i>Manholes, Catchbasins, Ditch Inlets & Valve Chambers</i>	Each	1	\$ 1600	\$ 1600.00
	Adjustment of Maintenance Catch Basin Tops				
2702	<i>Sewer Mains</i>	m	15	\$ 960	\$ 14,400.00
	1 Supply & Placement of Storm Sewer (150mm), (SDR28)	L.S.	1	\$ 750	\$ 750.00
	Supply & Install Channel Drain Assembly, Trash Box, and				
	2 Required Connection Fittings	Each	1	\$ 750	\$ 750.00
	3 Break into & Connect to Existing Maintenance Holes				
Division 3					
3897	<i>Filter Fabrics (Geotextile)</i>	m ²	275	\$ 12	\$ 3300.00
	Supply & Install Geotextile Fabric				

Page 2 of 2

"SCHEDULE OF QUANTITIES AND PRICES

Revision Date: April 2025

"Civic Centre Entrance and Walkway 2025"

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
3300	<i>Cast-in-Place Concrete</i> Cast-in-Place Concrete (Including reinforcement and 1 accessories) 2 Concrete Bedding	m^3	42 84	\$ 2100 \$ 70	\$ 88,200.00 \$ 5880.00
				A. <u>Sub total</u>	<u>\$ 186,011.00</u>
				B. <u>H.S.T 15% of A</u>	<u>\$ 27,901.65</u>
				C. <u>Grand Total</u> (Carry Forward to Page 1 of Tender Form)	<u>\$ 213,912.65</u>



CCDC 220 – 2024 ‘BID BOND’

No. 69-5723-0020-25

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 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 CITY OF CORNER BROOK as obligee, hereinafter called the Obligee, in the amount of 10% of Tender Dollars (\$ 10% of Tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, for (Name, Location or Address, and Project Number, if any): CIVIC CENTRE ENTRANCE AND WALKWAY UPGRADES

The condition of this obligation is such that if the Principal shall have the bid accepted within the Validity Period and:

- a) Enters into a formal contract; and
- b) Gives such bond or bonds as may be specified in the Obligee's bid documents from a Surety duly authorized to transact the business of Suretyship in the jurisdiction of the project,

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 for the work, supplies and services which were specified in the said bid, if the latter amount be in excess of the former.

The "Validity Period" as used herein shall mean the time period prescribed in the Obligee's bid documents for acceptance of the bid, or, if no time period is specified in the Obligee's bid documents, sixty (60) calendar days from the closing date of the bid.

By agreement between the Principal and the Obligee, the Validity Period may be extended by up to sixty (60) calendar days without notice to the Surety. Further or longer extensions of the Validity Period require prior consent of the Surety.

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. In the province of Québec, the coverage period of this bond expires seven (7) months after 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.

The Surety:

Aviva Insurance Company of Canada
 (corporate name)
 10 Aviva Way, Suite 100, Markham, ON L6G 0G1
 (address)
 (416) 229-5429
 (fax)
 suretyclaims@aviva.com
 (email)

The Obligee:

CITY OF CORNER BROOK
 (proper name)
 5 Park Street, Corner Brook, NL A2H 6E1
 (address)

 (fax)

 (email)

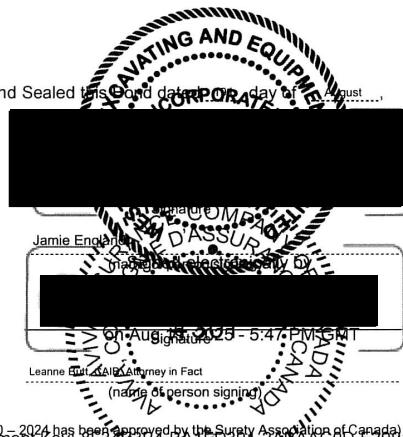
The Principal:

WEST COAST EXCAVATING & EQUIPMENT CO. LTD.
 (corporate name)
 PO Box 266, 19 Maple Valley Road, Corner Brook, NL, A2H 3C4
 (address)
 (709) 639-7019
 (fax)
 wce@nf.aibn.com
 (email)

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the day of August
 in the year 2025.

SIGNED and SEALED
 in the presence of

ATTORNEY IN FACT



To verify hardcopy, click on SignatureMaster™ website "Verify Document" link, enter Document Key: 8f342c324-BA1FD391-24BAAC0D-F2991B87-468A88FA

WorkplaceNL

Health | Safety | Compensation

Assessment Services Department

AUGUST 20 2025

WEST COAST EXCAVATING & EQUIP. CO. LTD
WEST COAST EXCAVATING & EQUIPMENT
P O BOX 266
CORNER BROOK NL A2H 6C9

Clearance Letter
Confirmation Number: 0769365

TO: CITY OF CORNER BROOK
RE: WEST COAST EXCAVATING & EQUIP. CO. LTD
T/A WEST COAST EXCAVATING & EQUIPMENT

Request Purpose: Contract Work – Current Year
Civic centre entrance and walkway upgrades

This confirms that the above referenced employer is in good standing with WorkplaceNL as of today's date for contract work. This clearance is provided for the purposes of Section 144 of the *Workplace Health, Safety and Compensation Act, 2022* only, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

This clearance letter expires 45 days from the date of issue. If the contract work has not been completed by that date, we recommend that you request another clearance letter to protect your business from any potential assessment liability related to this employer.

If you have any questions, please call us at 709.778.2902 or you may use our toll free number 1.800.563.9000 (ext. 2902) if calling within Newfoundland and Labrador.

Sincerely,

Assessment Services Department

To alter this document constitutes fraud

WL1

146-148 Forest Road, P.O. Box 9000, St. John's, NL A1A 3B8
t 709.778.1000 t 1.800.563.9000 f 709.778.1110 w workplacenl.ca



Letter of Good Standing

Certificate of Recognition® Program

August 13, 2025

West Coast Excavating & Equipment Co Ltd
PO Box 266
Corner Brook, NL, A2H 6C9

Based upon a review of NLCSA records

West Coast Excavating & Equipment Co Ltd

is an active participant in the Certificate of Recognition®(COR®) Program. This letter is issued to the above noted company based on information available as of the date listed above. The current state of the company is noted below.

Commencement Date:

November 19, 1997

Expiry Date:

September 13, 2025

Certificate of Recognition®

COR Certificate Number

2000 - 1367

Audit Pending

Note: NLCSA's records are compiled from information gathered during a firm's participation in NLCSA programs, which information is believed to be correct. This letter is based on information currently available to the NLCSA, and is not certified or warranted for accuracy. NLCSA assumes no responsibility or liability for the information contained in this letter.

To alter this document constitutes fraud.

 NLCSA Representative

80 GLENCOE DRIVE, DONOVAN'S INDUSTRIAL PARK, MOUNT PEARL, NL A1N 4S9
T: 709 739 7000 F: 709 739 7001 TOLL FREE 1 888 681 SAFE (7233)
INFO@NLCSA.COM WWW.NLCSA.COM



Request for Decision (RFD)

Subject: Corner Brook Curling Club Lease Agreement

To: Darren Charters
Meeting: Regular Meeting - 08 Sep 2025
Department: Recreation
Staff Contact: Peter Robinson, Director of Recreation Services
Topic Overview:
Attachments: [20250903 - Curling Club 2025 - 2026 - Signed](#)

BACKGROUND INFORMATION:

The current lease agreement between the Corner Brook City Council and the Corner Brook Curling Association Inc. for the use of the Corner Brook Curling Club is set to expire on September 30, 2025. Historically, a new agreement has been signed in September of each year prior to the upcoming curling season. The attached agreement will take effect on October 1, 2025 and will expire on September 30, 2026.

PROPOSED RESOLUTION:

Be it RESOLVED that the council of the City of Corner Brook approve the 2025 - 2026 lease agreement between the Corner Brook City Council and the Corner Brook Curling Association Inc. for the use of the Corner Brook Curling Club.

FINANCIAL IMPACT:

Revenue: \$9,000.00/month (HST Included) for the months of October 2025 - April 2026.

Budget Code: 0565-4760

Finance Type: Budget

RECOMMENDATION:

Staff recommend the approval of the attached agreement.

ALTERNATIVE IMPLICATIONS:

1. Council approve the attached agreement.
2. Council does not approve the attached agreement.
3. Council provides alternate direction.

City Manager
Administrative Assistant

Approved - 03 Sep 2025
Approved - 03 Sep 2025

City Manager

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this 8th day of September, 2025.

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

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

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

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

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

Definitions:

1. The following terms when used herein shall have the following meanings with regards to the ice plant and related equipment:
 - a. "Regular Maintenance" is maintenance that is not covered under the builder's warranty and that costs less than One Thousand (\$1000.00) dollars;
 - b. "Major Maintenance" is maintenance that costs more than One Thousand (\$1,000.00) dollars.

Demised Property:

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

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

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

Term:

- 3. The term of lease shall be a period of one (1) year commencing on October 1st, 2025 and terminating on September 30th 2026 subject to the rights of termination as set out in clauses 11, 12, and 13 of this Agreement.

Payments:

- 4. For the term of lease the Tenant shall pay the Landlord rent in the amount of nine Thousand dollars (\$9,000.00) including HST, payable in full on the fifteenth (15th) day of October 2025 for the period ending April 15th 2026.
- 5. In addition to the rent, the Tenant shall reimburse the Landlord for all utility and heating charges associated with the Property for October 1st through April 15th each year, commencing on the date of first occupancy, and for any additional periods when the Tenant is occupying the Property. Utility reimbursement shall be made in full within ten (10) days of the Landlord providing the Tenant with a copy of a utility bill.
- 6. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Landlord on outstanding balances owed to the City of Corner Brook as approved by the Landlord in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2025 budget of the Landlord is 10.5% per annum.
- 7. The Tenant agrees to provide to the Landlord its financial records, kept in accordance with generally accepted accounting principles and detailing all revenue and expenditures and all fee structures pertaining to its use of the Property, on or before the thirtieth (30th) day of June each year during the term of lease and during any over holding of the lease.

Furnishings and Appliances:

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

Joint Inspection:

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

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

Overholding:

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

Termination and Default:

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

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

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

deficiency.

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

Quiet Enjoyment:

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

Tenant's Covenants:

19. The Tenant covenants with the Landlord:

- a. To pay rent and reimburse the Landlord for utilities and heating;
- b. To pay all public and private utility providers any amounts owing by the Tenant including but not limited to telephone, fax lines, and internet access incurred during the Term of this lease;
- c. To be responsible for the Regular Maintenance of the Property;
- d. In addition to the Regular Maintenance, to pay and arrange all regular Property operations maintenance, repair and operating expenses, and landscaping maintenance and repairs associated with the Property;
- e. To regularly and thoroughly clean the Property;
- f. To advise the Landlord forthwith in writing of any Regular Maintenance or Major Maintenance required, providing full details thereof including the nature and magnitude of the problem, the recommended remedy to deal with it, and the anticipated cost thereof;
- g. Not to do or suffer any waste or damage, disfiguration or injury to the Property or the fixtures and equipment therein or permit or suffer any overloading of the floors thereof; and not to use or permit the use of any part of the Property for any dangerous, noxious or offensive trade or business and not to cause or maintain any nuisance on the Property;

- h. To vacate the Property on request of the Landlord in accordance with clauses 11, 12, and 13 of this Agreement;
- i. To not make any changes to the Property, except in accordance with plans submitted to and approved by the Landlord;
- j. To keep the Property in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in or on the Property;
- k. To use the Property for the purposes of operating a curling rink. The Landlord grants permission to the tenant to rent out the premises during the curling season between October and April at no additional cost to the Landlord, obtaining written permission from the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the rental. The tenant takes full and complete responsibility for the repairs and any related maintenance needed due to any damages caused by the third party the tenant rents the property and/or equipment to. The landlord has no duty nor obligation to fulfill any agreement between the tenant and the third party the tenant has rented out the property to.
- l. Except as otherwise agreed herein, not to erect any signs, advertisements, or other structure on the Property without first obtaining the written consent of the Landlord;
- m. To ensure that nothing is done or kept at or on the Property which is or may be a nuisance or which causes damage to or interference with normal usage of the Property or any adjoining property;
- n. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Property and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- o. To keep the Property smoke-free and scent-free;
- p. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within the timeframe set out in the Notice to Quit, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Property in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;
- q. To provide the Landlord with access to the Property in accordance with clauses 15 and 19 (w) of this agreement;

- r. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as if the Tenant were an Agent of the Crown;
- s. Subject to the Landlord's responsibility for Major Maintenance set out in clause 20 (d) herein, to repair and keep repaired the Property in substantially the same condition as of the commencement of lease on October 1st, 2025, reasonable wear and tear through normal use and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Property in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted;
- t. The cost of the major maintenance of the ice plant will be shared as follows:
 - i. CBCA to contribute \$3,000 to the first \$12,000(incl HST) of maintenance costs,
 - ii. A 20/80 share of costs between CBCA and the City on costs exceeding the first \$12,000(incl. HST).
- u. To permit the Landlord or its agents to enter upon the Property at any time for the purpose of making repairs, alterations or improvements to the Property, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Property, including but not limited to keys and access codes;
- v. The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Property at any time during the Term is exempt from levy by distress;
- w. To remove any signage forthwith upon receipt of notice from the Landlord to remove same;
- x. Not to refer to the Property by any name other than that designated from time to time by the Landlord;
- y. Not to permit any of the moveable equipment, property or assets being leased to it as part of the Property to be rented or sub-leased to any other party whereby they

would be removed from the Property without the written consent of the Landlord; and

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

Landlord's Covenants:

20. The Landlord covenants with the Tenant:

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

sign forthwith and the Landlord shall not be liable to the Tenant for any expenses or loss of revenue resulting therefrom;

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

As Is:

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

Liability and Indemnity:

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

Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Property or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.

25. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Property, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.
26. The Tenant agrees to indemnify the Landlord for any damage to the Property or the Landlord's furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said Property by reason of the use thereof by the Tenant.
27. The Landlord agrees to indemnify the Tenant for any damage to the personal property of the Tenant, including but not limited to furnishings and appliances of the Tenant, and any part thereof due to any act of the Landlord, its agents or employees, or of any person using the said Property by reason of the use thereof by the Landlord.
28. The Tenant shall, within ten (10) days of commencing occupation of the Property and thereafter at all times during the term of lease and any over holding of lease, whether occupying the Property or the Office, at its own expense maintain in force comprehensive public liability insurance pertaining to the Property and the Tenants' use and occupation of the Property and insurance coverage with respect to the contents of the demised Property. The Tenant shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for :
 - a. Insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request;
 - b. Liability insurance for bodily injury and death with a limit of not less than Five Million (\$5,000,000.00) dollars per occurrence; and
 - c. Property insurance sufficient to cover the contents of the Property.

Every policy or policies of insurance maintained by the Tenant shall name the Landlord as an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the Landlord prior to the Tenant occupying the Property and confirmation of

continued coverage provided annually on the anniversary of signing this agreement and at such other times as required by the Landlord within five (5) days of request of the Landlord.

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

Notices:

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

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

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

Frustration:

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

obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

Arbitration:

32. Any dispute between the parties hereto, arising out of the provisions of this Lease shall be referred to binding arbitration in accordance with the provisions of the Arbitration Act for the Province of Newfoundland and Labrador and in particular to one arbitrator, agreed upon by each party hereto or otherwise appointed by the Court pursuant to the said Act, and the decision of the arbitrator shall be binding upon both parties.

General:

33. Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the Landlord's rights hereunder in respect of subsequent and/or continued defaults, breaches or non-observances and does not defeat or affect in any way the rights of the Landlord herein in respect of any subsequent or continued defaults or breaches. No waiver shall be inferred from or implied by anything done or omitted by the Landlord. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.

34. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.

35. This lease and everything herein contained shall extend to and bind and may be taken advantage of by the successors and assigns, of each of the parties hereto.

36. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.

37. The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged. This provision includes but is not limited to clauses 6, 19(s), 19(v), 24, 25 and 26 which shall continue to apply, notwithstanding cessation of the tenancy created by this Agreement.

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

39. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.

40. All Payments and financial disclosure required under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer at:

Director of Finance & Administration
City Hall
P.O. Box 1080
Corner Brook, NL
A2H 6E1

41. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.

42. Words importing the singular number shall include the plural and vice versa.

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

44. For purposes of this Lease, if a party is "responsible" or "bears responsibility" for an action or item, then that party agrees that it shall pay the costs of the action or item and that it shall arrange for the action or item to be undertaken.

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

SIGNED SEALED AND DELIVERED
on this 3rd date of September, 2025 by The Tenant in the presence of:

Witness

Director

Witness

Director

SIGNED SEALED AND DELIVERED
on this _____ date of _____, 2025 by
The Landlord in the presence of:

Witness

Mayor

Witness

City Manager

Schedule "C"

NOTICE TO QUIT

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

Dated this ____ day of _____, 20____.

Signed on behalf of CBCC by:

City Manager - City of Corner Brook



Information Report (IR)

Subject: Corner Brook Transit Update

To: Donny Burden
Meeting: Regular Meeting - 08 Sep 2025
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Transit Council Information](#)

BACKGROUND INFORMATION:

This report provides an update to Council and the public on the City's public transit system. It highlights key accomplishments, funding sources, and the continued growth in ridership. This positive momentum reflects the dedicated efforts of City staff, Council, Buckles Bussing, and the valuable input from the public and the City's Accessibility Committee. The City remains committed to expanding and enhancing the transit system, making Corner Brook more inclusive and accessible for all residents.

Director of Engineering, Development and Operational Services	Approved - 04 Sep 2025
City Manager	Approved - 04 Sep 2025
Administrative Assistant	Approved - 04 Sep 2025

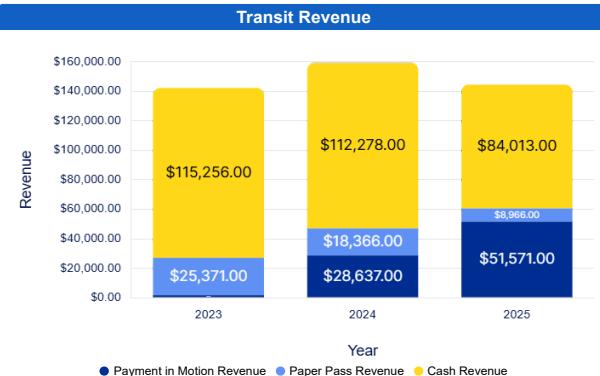
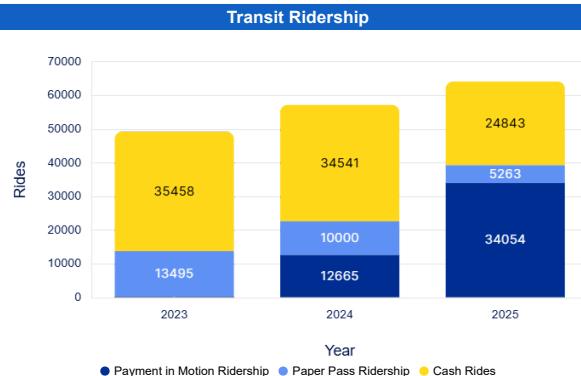
City Manager



Corner Brook Transit



2025 Council Update



2023 - 2024 Growth

16%

2024 - 2025 Growth

11%

Revenue for 2025 reduced due to free bus pass program established in 2025.

Revenue and Ridership for 2025 extrapolated based on transit data ending July 2025.

Transit Accomplishments

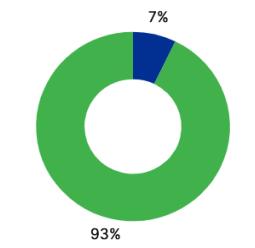
Date	Milestone	Cost	Partner/Program	Funding Name	Project	Funding
Nov - 2022	Implementation of the M-Card System	\$123,855	ICIP	17-PT-23-00001 Smart Card System	\$136,965	73.33%
Mar - 2024	Transit Accessibility Study	\$101,315	ICIP	17-PT-24-00002 Accessible Transit	\$600,000	83.33%
Nov - 2024	Purchase of larger busses and Low Income Free Transit (LIFT) Program	\$120,000	Province of NL	Low Income Free Transit Program	\$120,000	100%
Feb - 2025	Installation of Accessible Bus Shelter at New Hospital	\$44,085	Province of NL	2025-26 NL Community Transportation Program	\$92,209	100%
Jun - 2025	Purchase of Accessible Transit Van	\$208,820	RTSF	Implementing an Accessible Transit System	\$100,000	50%
Aug - 2025	Accessible On-Demand Software	\$202,400			Total :	\$1,049,174
					Total :	\$800,475

Summary

Total City Expenditures \$57,270

Total Value of Projects Completed \$800,475

Percent of City Expenditures 7.2%





Request for Decision (RFD)

Subject: Approval - IMSP and Development Regulations Amendment No. 24-04 - 11 O'Connell Drive

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Sep 2025
Department: Development and Planning
Staff Contact: Christina Pye,
Topic Overview: Rezoning portion of 11 O'Connell Drive
Attachments: [MEMO - RFD - Approval](#)
[Commissioner's Report- 24-04 \(003\)](#)
[Corner Brook - Development Regulations Amendment No. 24-04 - For Approval](#)
[Corner Brook - Municipal Plan Amendment No. 24-04 - For Approval](#)
[Signed Maps 11 O'Connell](#)

BACKGROUND INFORMATION:

The Planning and Development Department received a development proposal for 11 O'Connell Drive (the 'Subject Property') to expand the parking lot associated with the place of worship use. The Subject Property is currently split zoned 'Residential Low Density' (RLD) and 'Community Services' (CS). The "place of worship" use is not set out in the RLD use zone tables, which prohibits the proposed parking lot extending into the RLD zone. The purpose of this rezoning is to allow for the expansion of parking lot, upon approval, all engineering requirements will need to be met before construction permits will be granted. Maps can be seen in the attached package.

A public hearing was held by commissioner Mark Mills, he heard concerns and comments from owners of neighboring properties. The comments collectively reflect concerns about land ownership, impacts on property value and neighborhood character, as well as water, snow, and drainage issues, etc. The commissioners report along with his recommendation can be seen in the attached "commissioners report".

This Council request is for approval of Amendment No. 24-04. This is the third and final decision for this amendment by council. This resolution was proposed at the previous Council Meeting of August 18, 2025 and resulted in a tie vote of Council. In accordance with section 36(3) of the City of Corner Brook Act, any motion that results in a tie vote is required to be brought to the next meeting of Council for another vote. If the vote is tied again, the motion is considered lost.

PROPOSED RESOLUTION:

PROPOSED RESOLUTION:

The Corner Brook City Council RESOLVES to:

- (1) Adopt proposed amendment No. 24-04 to the City of Corner Brook's Integrated Municipal Sustainability Plan and Development Regulations 2012;
- (2) Authorize staff to submit the proposed amendments to the provincial government for ministerial approval and registration; and
- (3) Authorize staff to give statutory notice of registration of the amendments following ministerial approval and registration under (3).

GOVERNANCE IMPLICATIONS:

Legislation
 Urban and Rural Planning Act
 Section 17-24

RECOMMENDATION:

Staff Recommend that the City of Corner Brook adopt the proposed amendment as outlined above.

ALTERNATIVE IMPLICATIONS:

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

ALTERNATIVE MOTIONS:

The Corner Brook City Council RESOLVES to:

- (1) Refuse approval of the proposed amendment; or
- (2) Postpone approval of the proposed amendments, with direction given to staff to work further with the proponent in revising the development proposal before bringing the item back to Council.

Director of Engineering, Development and Operational Services	Approved - 22 Aug 2025
City Manager	Approved - 22 Aug 2025
Administrative Assistant	Approved - 25 Aug 2025
	Approved - 02 Sep 2025

City Manager

Planning Department

Departmental Memo

To: Donald Burden, Director - EDOS
From: Christina Pye, Planning Technician
cc:
Date: August 12, 2025
Re: Amendments No. 24-04 – 11 O'Connell Drive

The Planning and Development Department received a development proposal for 11 O'Connell Drive (the 'Subject Property') to expand the parking lot associated with the place of worship use. The Subject Property is currently split zoned 'Residential Low Density' (RLD) and 'Community Services' (CS). The "place of worship" use is not set out in the RLD use zone tables, which prohibits the proposed parking lot extending into the RLD zone. The purpose of this rezoning is to allow for the expansion of parking lot, upon approval, all engineering requirements will need to be met before construction permits will be granted. Maps can be seen in the attached package.

In accordance with URPA, 2000, a public hearing was held by commissioner Mark Mills on July 29, 2025, he heard concerns and comments from owners of neighboring properties. The comments collectively reflect concerns about land ownership, impacts on property value and neighborhood character, as well as water, snow, and drainage issues, etc.

The commissioners report, attached, noted that the city should verify land ownership. The city has received both a property survey and a real property report signed and stamped by Clint O. Rumbolt December 3, 2013. The survey submitted by R. Coleman was reviewed, it shows a narrow strip of land owned by Corner Brook Pulp and Paper (or assigns), and was dated 2004. The newer survey and real property report for the property has the narrow strip included in the lands owned by the applicant.

The report also indicated that there could potentially be a conflict of interest because a city staff member is involved in this application. From the planning perspective, the applicant has not been involved in any portion of the planning process above and beyond what is normal for any application.

Finally, the report indicated concerns mentioned above including impacts on property value and neighborhood character, as well as water, snow, and drainage issues, etc. As indicated to the applicants, there are engineering concerns here, and they will need to be addressed during development stage.

At this point in time, the planning department understands the concerns of the neighbours but supports the rezoning of the back portion of 11 O'Connell Drive from RLD to CS. We believe the concerns noted can be mitigated through engineering interventions, and landscaping. If you have any questions or would like any further information, please do not hesitate to contact me.

Regards,
Christina Pye

COMMISSIONER'S REPORT

City of Corner Brook
Municipal Plan and Development Regulations
Amendment No. 24-04

Report on the Public Hearing

Submitted by: Mark Mills
Commissioner

August 1, 2025

TABLE OF CONTENTS

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2. Appointment of the Commissioner	3
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Appendix A: Letter of Appointment

Appendix B: Audio Recording

Appendix C: Written objections/representations

Appendix D: Survey of Regina Coleman

Appendix E: Slide Deck/Presentation

Appendix F: Photo Packet submitted by Brian Bailey

INTRODUCTION

1. In general terms, the purpose of the City of Corner Brook amendment number 24-04 is to rezone a portion of the property at 11 O'Connell Drive from Residential Low Density (RLD) to Community Services (CS) to allow the expansion of a parking area for the church that occupies that property.

APPOINTMENT OF THE COMMISSIONER

2. As required by Section 19 of the *Urban and Rural Planning Act*, 2000 (hereinafter the "Act"), the undersigned was appointed by the City of Corner Brook as Commissioner to hold a public hearing regarding the adoption of amendment number 24-04 in accordance with the Act on June 9, 2025. The e-mail confirming my appointment is attached at Appendix A.

THE PUBLIC HEARING

3. The hearing took place at Corner Brook City Hall on July 29th, 2025. Four people were in attendance, including the undersigned and 3 members of the public.
4. The hearing began at 1903 hours. I made some introductory remarks regarding the purpose of the hearing, which is for the commissioner to receive representations and objections. I emphasized that this was not a repeat of the public consultation, nor an opportunity for members of the audience to engage in debate on the amendment. The meeting was audio recorded, and the audio record is annexed to this report as Appendix B. The city did not present at the public hearing.
5. The Commissioner received the background information prepared by the City of Corner Brook, including but not limited to the draft amendments, the Request for Decision (RFD), the evidence of public consultation, written objections, and e-mail correspondence between City planning staff, the applicant, and Newfoundland Power.

ISSUES

6. The amendments to the Plan and Regulations at issue concern a single property and development proposal located at 11 O'Connell Drive (the "Subject Property"). The present occupant of 11 O'Connell Drive is the Baptist Church. The Baptist Church is seeking to expand its parking area to the rear of the lot. The proposed area to be developed is presently split zoned as Residential Low Density (RLD) and Community Services (CS). The parking lot would not be permitted to extend into the RLD portion of the lot and therefore the applicant is requesting that portion be rezoned to CS.

OBJECTIONS AND REPRESENTATIONS

7. Five written submissions were received prior to the commencement of the hearing. Copies of those written objections are attached to this report at Appendix C. Three of the authors of written objections, [REDACTED] [REDACTED] also attended the hearing in person and made supplemental verbal submissions at the hearing. No other party attended the hearing.
8. In addition to verbal representations, I have been provided with additional supporting materials consisting of:
 - a. A survey of [REDACTED] property on Elswick Road which appears to show an easement in favour of Corner Brook Pulp and Paper Co. Ltd. on or near the subject property (Appendix D) – submitted by [REDACTED]
 - b. A copy of a presentation purportedly authored and distributed by the Applicant to neighbouring property owners which appears to aim to address some of the issues raised in the representations (Appendix E) – submitted by [REDACTED]
 - c. A packet of photographs of the existing parking lot of the Baptist church (Appendix F) – submitted by [REDACTED]
9. All parties making verbal submissions were affirmed prior to giving their submissions, as required under section 21(2) of the *Urban and Rural Planning Act*.
10. While each party made representations separately, all of them were residents of Elswick Road and there was concurrence among them as to issues of concern. As such, I will refer to them collectively as "the Elswick Residents". Furthermore, rather than summarizing the objections individually by person, below is a summary of the various areas of concern that were raised collectively by them.

Water Runoff/Drainage

11. The Elswick Residents have strong concerns regarding potential water runoff and drainage which could negatively impact on their properties. The area of proposed development was formerly used by the Baptist church to contain the substantial quantity of snow that was ploughed from the front parking area of the church, which would then melt in the spring and create significant runoff that had the potential to incur upon their respective properties. The Elswick Residents are concerned that the plans for drainage, grading, and removal of foliage from the slope between their properties and the Subject Property (which has already occurred), along with the design of the new parking lot, may exacerbate these water issues and increase the risk of damage to their properties.
12. They are furthermore concerned that the new design encourages the placement of snow in a manner that will threaten their properties, and that the Applicant's proposed solution, which is to remove accumulated snow by truck throughout the winter, will not be implemented or enforced, and will leave them at a heightened risk.
13. The correspondence between staff and the Applicant indicates drainage issues were raised with the Applicant, and it was suggested that certain engineering features may be required during the planning phase of the site, and that eventual construction plans must address these concerns before development can occur. According to the planning department, the Applicant has committed to adjusting their plans to deal with these and other engineering issues.

True Ownership of the Land

14. The 2004 survey presented at Appendix D seems to indicate that, at that time, title to a narrow strip of land at the southern boundary of the Elswick Residents' land, which presumably abuts the northern boundary of the Subject Property, belongs to Corner Brook Pulp & Paper Co. Ltd.. The survey alone gives no indication as to the present-day ownership of the said parcel.
15. Some consideration should be given to whether the Applicant can demonstrate it has proper legal title to the entire parcel it is proposing to rezone, and if it does not, whether the proposed amendments are impacted by the said issues.

Aesthetics

16. The Elswick Residents feel the proposed amendment will result in a negative impact on the character and aesthetics of the neighborhood. They objected to the removal of mature trees which has already occurred. The loss of the trees has also resulted in reduced privacy.
17. The Applicant, in discussions with staff, has committed to permitting trees to grow back on the embankment once construction of the parking lot is complete.

Perceived lack of need for increased parking

18. The Elswick Residents believed that the existing parking facilities are sufficient for the church and the expansion is unnecessary. Photos of the parking lot at peak capacity were presented in Appendix F. While the photos appear to show a relatively full parking lot, it was noted that there are several other public parking lots within a short walk from the church. It was requested that the city undertake a study to analyze whether this proposed increased parking is a benefit.

Potential Conflict of Interest

19. It was noted that a representative for the applicant also is a staff member of the City of Corner Brook. It is unclear in what capacity the person acts for either party.

ANALYSIS

20. I have reviewed all background information and submissions and have noted the concerns expressed. The proposed amendment directly affects a single property in the city and indirectly impacts 4-5 neighbouring property owners.

21. The concerns raised in opposition to the development are valid insofar as they outlined potential negative outcomes that could occur if the rezoning and eventual development is carried out without due care. The neighbouring property owners have the right to be concerned about negative impacts upon their properties and to voice those concerns. Concerns over drainage, aesthetics, snow storage, and slope stability, etc, appear however, not to be insurmountable obstacles, but rather features which must be appropriately dealt with during the engineering and implementation phases of development. The factual record shows city staff and the applicants have already been in discussions regarding these aspects of the development, and those discussions will

need to continue to ensure no negative impacts occur in the long term. That the applicants have committed to addressing those issues as the development progresses is a positive indicator.

22. The potential benefit of improving an area that was previously of not much use other than snow storage, is self-evident. It is clear from the photographs presented that the parking lot at present does reach levels nearing capacity at busy times. There is some indication that the church plans to expand its space, and therefore a desire for added parking spaces is understandable.
23. The concerns raised regarding title issues should be considered and the city should be satisfied that no such issue exists before proceeding. It is beyond the scope of this report to determine whether the objections have merit, and whether the existence of any encumbrances as posited would have an impact on the proposed development.
24. Regarding the possibility of a conflict of interest, staff should identify whether there is any factual merit to the claim that such a conflict exists and review the Code of Ethics which prohibits any city employee from engaging in any business which is incompatible with the proper discharge of their official duties or would impair their independence of judgment.

RECOMMENDATION

25. Upon review, subject to the caveats at paragraphs 23 and 24, I find that nothing revealed at the public hearing should preclude approval of Amendment 24-04, and I therefore recommend the amendment be approved as adopted by Council.
26. With respect to concerns regarding drainage, aesthetics, snow storage, and slope stability, I trust that Council will take those concerns under advisement as the project moves forward to ensure any negative effects to the neighbouring landowners are fully mitigated possible.

Respectfully submitted,



Mark Mills
June 8, 2022



CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT No. 24-04

Rezoning of 11 O'Connell Drive

August 2025

CITY OF CORNER BROOK
DEVELOPMENT REGULATIONS AMENDMENT No. 24-04
REZONING OF 11 O'CONNELL DRIVE

Background

The Planning and Development Department received a development proposal for 11 O'Connell Drive (the 'Subject Property') to expand the parking lot associated with the place of worship use. The Subject Property is currently split zoned 'Residential Low Density' (RLD) and 'Community Services' (CS). Regulation 129 of the 2012 Development Regulations state:

"Uses that do not fall within the Permitted Use Classes or Discretionary Use Classes set out in the appropriate Use Zone Tables in Schedule C, shall not be permitted in that Use Zone. This regulation applies to all parking areas, driveways, accesses, uses and areas or activities defined as development that area subsidiary to, associated with and/or connected to the permitted or discretionary use."

The "place of worship" use is not set out in the RLD use zone tables, which prohibits the proposed parking lot extending into the RLD zone. The purpose of this rezoning is to allow for the expansion of parking lot, upon approval, all engineering requirements will need to be met before construction permits will be granted.

The purpose of this map amendment is thus to rezone the Subject Property from 'Residential Low Density' (RLD) to 'Community Services' (CS). This amendment coincides with a map amendment to the City's Integrated Municipal Sustainability Plan (see 'Municipal Plan Amendment No. 2024-04').

Supporting plan policy for this amendment is located in the corresponding 'IMSP Amendment No. 2024-04.'

Public Consultation

The proposed amendment was advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation was posted on the City's IMSP / Development Regulation Amendments web page, in the Newfoundland Wire on December 18th, 2024, and The City Facebook Page advising of Council's intent to pursue the proposed amendment, as well as hand delivered to adjacent properties. The notices requested written comments from the public that may support or oppose the amendment. The same was posted in the lobby at City Hall. The Public Consultation received five written objections. The comments received collectively reflect concerns about environmental consequences, impacts on property value and neighborhood character, future development of the property with the new zoning changes, as well as water, snow, and drainage issues. The concerns were provided back to the applicant to which they provided some feedback, and they committed to adjusting plans before construction to deal with any potential engineering issues.

Provincial Release

In accordance with section 15 of the Act, City staff forwarded the Amendment to the provincial Department of Municipal Affairs and Environment for review. Where no agency or departmental interests were identified, the Amendment was released from the Local Governance and Planning Division on June 6th, 2025.

Adoption by Council and Public Hearing

In accordance with section 16 of the Act, Council adopted the Amendment on June 23rd, 2025. In accordance with section 17 of the Act, notice of adoption and public hearing date (July 29th, 2025) was published on the City's website June 26th, 2025, as well as posted on the City's social media on June 26th, and July 14th, 2025.

A public hearing was held by commissioner Mark Mills on July 29, 2025, he heard concerns and comments from owners of neighboring properties. The comments collectively reflect concerns about land ownership, impacts on property value and neighborhood character, as well as water, snow, and drainage issues, etc.

The commissioners report, attached, noted that the city should verify land ownership. The city has received both a property survey and a real property report signed and stamped by Clint O. Rumbolt December 3, 2013. The survey submitted by [REDACTED] was reviewed, it shows a narrow strip of land owned by Corner Brook Pulp and Paper (or assigns), and was dated 2004. The newer survey and real property report for the property has the narrow strip included in the lands owned by the applicant.

The report also indicated that there could potentially be a conflict of interest because a city staff member is involved in this application. From the planning perspective, the applicant has not been involved in any portion of the planning process above and beyond what is normal for any application.

Finally, the report indicated concerns mentioned above including impacts on property value and neighborhood character, as well as water, snow, and drainage issues, etc. As indicated to the applicants, there are engineering concerns here, and they will need to be addressed during development stage.

Approval by Council

[To be completed after approval.]

Development Regulations Amendment No. 24-04

The Corner Brook Development Regulations proposed is to rezone 11 O'Connell Drive from 'Residential Low Density' (RLD) to 'Community Services' (CS) as per attached 'C1-C5 Zoning Map – Amendment No. 24-04.'



CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT No. 24-04

Redesignation of 11 O'Connell Drive

August 2025

CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT No. 24-04
RE-DESIGNATION OF 11 O'CONNELL DRIVE

Background

The Planning and Development Department received a development proposal for 11 O'Connell Drive (the 'Subject Property') to expand the parking lot associated with the place of worship use. The Subject Property is currently has split land use designations of 'Residential' (RES) and 'Community Services' (CS). Regulation 129 of the 2012 Development Regulations state:

"Uses that do not fall within the Permitted Use Classes or Discretionary Use Classes set out in the appropriate Use Zone Tables in Schedule C, shall not be permitted in that Use Zone. This regulation applies to all parking areas, driveways, accesses, uses and areas or activities defined as development that area subsidiary to, associated with and/or connected to the permitted or discretionary use."

The "place of worship" use is not set out in the RLD use zone tables, which prohibits the proposed parking lot extending into the RES designation. The purpose of this re-designation of land is to allow for the expansion of parking lot, upon approval, all engineering requirements will need to be met before construction permits will be granted.

The purpose of this map amendment is thus to re-designate the Subject Property from 'Residential' (RES) to 'Community Services' (CS). This amendment coincides with a map amendment to the City's Development Regulations (see 'Development Regulations Amendment No. 2024-04').

Plan Policy Framework

Subsection 4.2.2 contains the broad residential objectives of the city. Objective 11 outlines that the city aims to have complementary uses, like community services, located in convenient locations from residential developments:

02. To coordinate the location of housing with complementary facilities and services, such as transportation routes, recreational open space, trails, community services and commercial areas.

Public Consultation

The proposed amendment was advertised as per the URPA s. 14 to satisfy public consultation requirements. A Notice of Public Consultation was posted on the City's IMSP / Development Regulation Amendments web page, in the Newfoundland Wire on December 18th, 2024, and The City Facebook Page advising of Council's intent to pursue the proposed amendment, as well as hand delivered to adjacent properties. The notices requested written comments from the public that may support or oppose the amendment. The same was posted in the lobby at City Hall. The Public Consultation received five written objections. The comments received collectively reflect concerns about environmental consequences, impacts on property value and neighborhood character, future development of the property with the new zoning changes, as well as water, snow, and drainage issues. The concerns were provided back to the

applicant to which they provided some feedback, and they committed to adjusting plans before construction to deal with any potential engineering issues.

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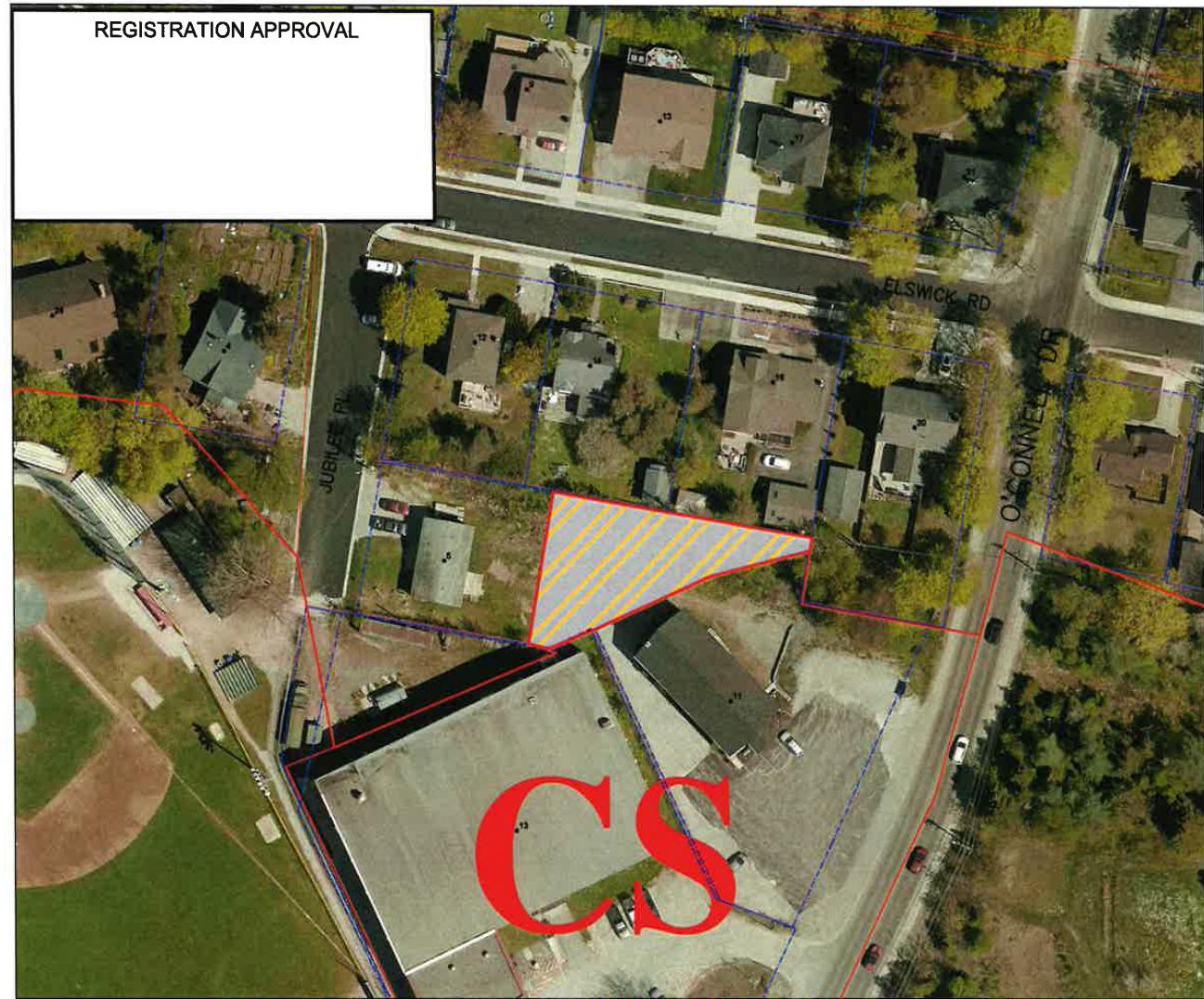
Finally, the report indicated concerns mentioned above including impacts on property value and neighborhood character, as well as water, snow, and drainage issues, etc. As indicated to the applicants, there are engineering concerns here, and they will need to be addressed during development stage.

Approval by Council

[To be completed after approval.]

Municipal Plan Amendment No. 24-04

The Corner Brook Integrated Municipal Sustainability Plan is proposed to re-designate the Subject Property at 11 O'Connell from 'Residential' (RES) to 'Community Services' (CS). as per attached 'Generalized Future Land Use Map A – Amendment No. 24-04.'



LEGEND

ZONING BOUNDARY

CHANGE FROM RLD TO CS

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

CITY OF CORNER BROOK

PROJECT TITLE:

DEVELOPMENT REGULATIONS 2012

DRAWING TITLE:

**PROPOSED LAND USE
ZONING MAP C-2
(AMENDMENT No. 24-04)**



City of Corner Brook
Community Services Department
Planning Division

DATE: NOVEMBER 2024



SCALE: 1:1000

DESCRIPTION

LAND USE ZONING TO CHANGE FROM RESIDENTIAL LOW DENSITY
TO COMMUNITY SERVICE

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

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I hereby certify that this City of Corner Brook
Development Regulations 2012, Map C-2 has
been prepared in accordance with the
requirements of the Urban and Rural Planning
Act.

M.C.I.P.

DATE APR 4/25

Jennifer Brown



SEAL AND SIGNATURE

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

MAYOR

CLERK

(COUNCIL SEAL)

DATE

Municipal Plan/Amendment
REGISTERED

Number _____
Date _____
Signature _____



LEGEND



ZONING BOUNDARY



CHANGE FROM RES TO CS

Land Use Designations

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

CITY OF CORNER BROOK

PROJECT TITLE:

**INTEGRATED MUNICIPAL
SUSTAINABILITY PLAN 2012**

DRAWING TITLE:

**GENERALIZED FUTURE LAND USE
MAP A
AMENDMENT NO. 24-04**



City of Corner Brook
Community Services Department
Planning Division

DATE: NOVEMBER 2024



SCALE: 1:1000

DESCRIPTION

**LAND USE DESIGNATION CHANGE FROM
RESIDENTIAL TO COMMUNITY SERVICE**

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

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

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

M.C.I.P.

DATE APR 7 25

SEAL AND SIGNATURE

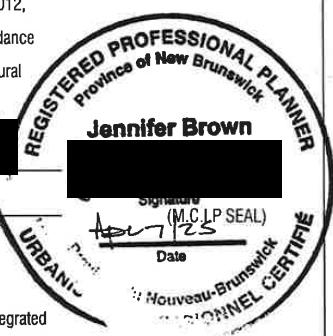
Certified that this City of Corner Brook Integrated Municipal Sustainability Plan 2012, Map _____ is a correct copy of the Integrated Municipal Sustainability Plan 2012, Map _____ approved by the Council of the City of Corner Brook on the

____ day of _____, _____.
(month) (year)

MAYOR _____

CLERK _____

(COUNCIL SEAL)





Request for Decision (RFD)

Subject: Confirmation of Order - 2025-03

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Sep 2025
Department: Development and Planning
Staff Contact: James King,
Topic Overview:
Attachments: [stop work order - Barry Place August 2025](#)

BACKGROUND INFORMATION:

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

Order #	Date of Issue	Civic Address/Location	Violation/Section	Order
2025-03	August 20, 2025	Vicinity of Barry Place & Boland's Ave.	Section 8 of the City of Corner Brook Development Regulations	Stop Work Order

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

PROPOSED RESOLUTION:

In accordance with Section 109(4) of the Urban and Rural Planning Act the following Stop Work Order is hereby confirmed by Council, Order #2025-03.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations

8

RECOMMENDATION:

City staff recommend that Council confirm this Stop Work Order.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook confirm Order #2025-03 pursuant to Section 109(4) of the Urban and Rural Planning Act.

2. That the Council of the City of Corner Brook not confirm Order #2025-03 pursuant to Section 109(4) of the Urban and Rural Planning Act.
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Engineering, Development and Operational Services	Approved - 02 Sep 2025
City Manager	Approved - 02 Sep 2025
Administrative Assistant	Approved - 02 Sep 2025

City Manager



STOP WORK ORDER

2025-03

To:

WHEREAS the City of Corner Brook has concluded that you are carrying out development by completing site work and possibly constructing a new dwelling on property located in the vicinity of Barry Place & Boland's Avenue, Corner Brook, NL and more specifically identified on a preliminary Survey Plan prepared by Yates and Woods Ltd., drawing #18315-PLOT PLAN2, dated August 5, 2025 (hereinafter called "the Property");

AND WHEREAS no permit has been issued for the completion of site work and the construction of a dwelling on the Property as required by Section 8 of the City of Corner Brook Development Regulations.

YOU ARE HEREBY ORDERED under Section 102 of the Urban and Rural Planning Act to stop all work immediately and restore the Property to a condition that existed prior to work taking place, which includes the removal of the extension to the dwelling **OR** obtain the required permit(s) for any work on the Property.

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

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

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

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

Dated at the City of Corner Brook, this 20th day of August, 2025 A.D.

City Clerk
 City of Corner Brook



Request for Decision (RFD)

Subject: 2025 Tax Sale Auction

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Sep 2025
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: City staff needs approval to advertise and sell properties with outstanding taxes.
Attachments: [Ad for Newspaper Tax Sales 2025](#)
[Tax Sales 2025 For Council](#)

BACKGROUND INFORMATION:

The City has commenced preparation for a property tax sale auction. In accordance with the *City of Corner Brook Act*, the properties scheduled for the tax auction are properties that are significantly in arrears on property tax. As per the attached 2025 Tax Auction Package, there are currently twenty four (24) properties under tax sale consideration. Below is a list of properties up for auction:

PID	Location	Minimum Bid	PID	Location	Minimum Bid
47924	O'Connell Drive	\$2,099.87	199340	Charles St	\$2,503.75
263524	Verge Place	\$6,570.36	50011	57 Valley Road	\$11,210.11
51054	Youngs Ave	\$2,446.25	49964	50 Valley Road	\$20,009.61
51055	Youngs Ave	\$2,158.75	43092	42 Broadway	\$50,915.94
201102	St. Aidens Road	\$2,503.75	43093	42A Broadway	\$22,173.24
43447	Carberrys Road	\$7,373.51	46281	Harbourview Road	\$1,095.39
43448	Carberrys Road	\$7,073.81	47009	Laydens Lane	\$2,503.75
44832	Dykes Road	\$1,775.77	46744	Humber Road	\$2,064.13
48141	Paynes Road	\$2,503.75	44060	Confederation Dr	\$2,264.96
183392	Country Road	\$2,503.75	47633	North Shore HW	\$2,503.75
43380	Burnt Hill	\$1,666.63	47650	North Shore HW	\$2,503.75
49933	Union Street	\$16,898.13	45639	702 Gearyville Rd	\$6,211.87

As per applicable legislation, real property affected must be advertised at least 30 days immediately prior to the properties being made available for purchase. At the end of the 30 days the properties will be sold by public auction unless the outstanding taxes have been paid in full or they have made other payment arrangements.

PROPOSED RESOLUTION:

It is RESOLVED that Council approve the advertising and sale of the following properties at a tax sale auction in accordance with section 162 of The City of Corner Brook Act.

FINANCIAL IMPACT:

Revenue from the Auction will be used to satisfy the property tax arrears with the remaining amount going back the registered owner

GOVERNANCE IMPLICATIONS:

Legislation
City of Corner Brook Act
162

Legal Review: No

RECOMMENDATION:

Staff recommends Council approve the advertising and the sale of the attached properties for auction.

ALTERNATIVE IMPLICATIONS:

1. Approve the advertisement and the sale by auction
 - a. Property tax will be paid
 - b. Property will then be utilized
2. Reject the advertisement and the sale by auction
 - a. Properties will remain in arrears and continue to grow
 - b. Properties will remain vacant

Director of Engineering, Development and Operational Services	Approved - 03 Sep 2025
City Manager	Approved - 03 Sep 2025
Administrative Assistant	Approved - 03 Sep 2025

City Manager

NOTICE OF SALE BY AUCTION

TAKE NOTICE that under and by virtue of the provisions of Section 162.5 of the *City of Corner Brook Act*, RSNL 1990, c. C-15, an auction will be held at **Corner Brook City Hall in the Hutchings Room located on the 2nd Floor**, in Corner Brook, Newfoundland and Labrador, on the 28th day of October, 2025 at 10:00 a.m. to sell the following parcels of land in the City of Corner Brook, Province of Newfoundland and Labrador:

PID	Location	Minimum Bid	PID	Location	Minimum Bid
47924	O'Connell Drive	\$2,099.87	199340	Charles St	\$2,503.75
263524	Verge Place	\$6,570.36	50011	57 Valley Road	\$11,210.11
51054	Youngs Ave	\$2,446.25	49964	50 Valley Road	\$20,009.61
51055	Youngs Ave	\$2,158.75	43092	42 Broadway	\$50,915.94
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49933	Union Street	\$16,898.13	45639	702 Gearyville Road	\$6211.87

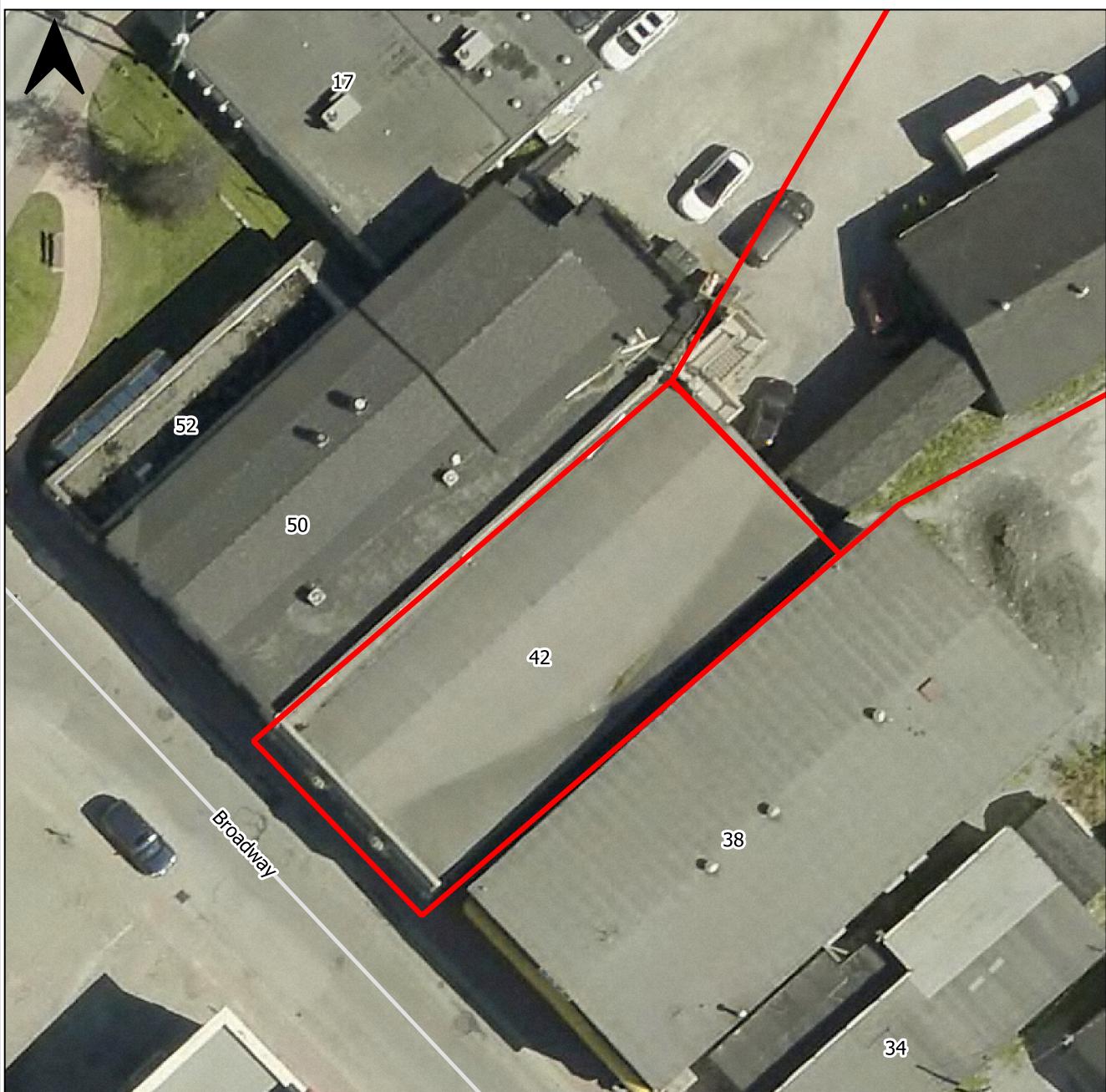
Terms of sale: In addition to any other conditions of sale contained in the *City of Corner Brook Act*, the successful purchaser must deposit with the auctioneer at the time of the sale, cash, certified cheque, or bank draft for the Minimum Bid Amount on the property as shown above. The balance of the purchase price is to be paid within 30 days of the sale. HST will be charged where applicable.

Information packages on each of the properties are on the City's website. Information contained in the information package is not guaranteed to be correct. The City makes no representations as to the suitability of a property for development or any other purposes. Prospective bidders/purchasers are strongly encouraged to research and make all relevant inquiries as to the suitability of the property for their purposes in advance of the auction.

The sale may be cancelled upon payment of the of the taxes.

Contact: Brandon Duffy at 637-1544 or by email bduffy@cornerbrook.com

Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		<p>1. Unless otherwise noted, all dimensions are in metres.</p> <p>2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook.</p> <p>3. 7.5 cm orthoimagery acquired in 2019.</p> <p>4. Size and shape of parcel is approximate as no survey is available</p>				
Location of Land 42 Broadway						
0	6	12	18	24	30 m	
				DRAWN BY: 2025-08-20	DATE: 2025-08-20	SCALE: 1:300
				APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	FIGURE: 1
					ZONE: DTC	REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map\ogz

SCHEDULE "A" , Page 1

ALL THAT piece or parcel of land at Broadway, in the City of Corner Brook, bounded and described as follows: Starting at a point on the common boundary between land of [REDACTED] and land occupied by National Wholesalers, said point being marked by an iron pipe which can be found by running from the most northerly corner of the concrete foundation under the building occupied by Atlas Hardware north Eighty eight (88) degrees twenty five (25) minutes west seventy one and ninety five hundredths (71.95) feet south twenty nine (29) degrees thirty three (33) minutes west eighty and thirty five hundredths (80.35) feet. Running thence from the above described starting point by land occupied by Atlas Hardware south forty three (43) degrees twenty (20) minutes east forty four (44) feet; thence by land now or formerly in the possession of [REDACTED] south forty eight (48) degrees thirty six (36) minutes west one hundred (100) feet; thence by the north-easterly limit of Broadway north forty three (43) degrees twenty (20) minutes west forty four (44) feet; thence by land now or formerly in the possession of [REDACTED] north forty eight (48) degrees thirty six (36) minutes east one hundred (100) feet to the starting point. Containing in all four thousand three hundred ninety seven (4,397) square feet more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red. All bearings given are from the True Meridian, [REDACTED]

SCHEDULE "A", Page 2

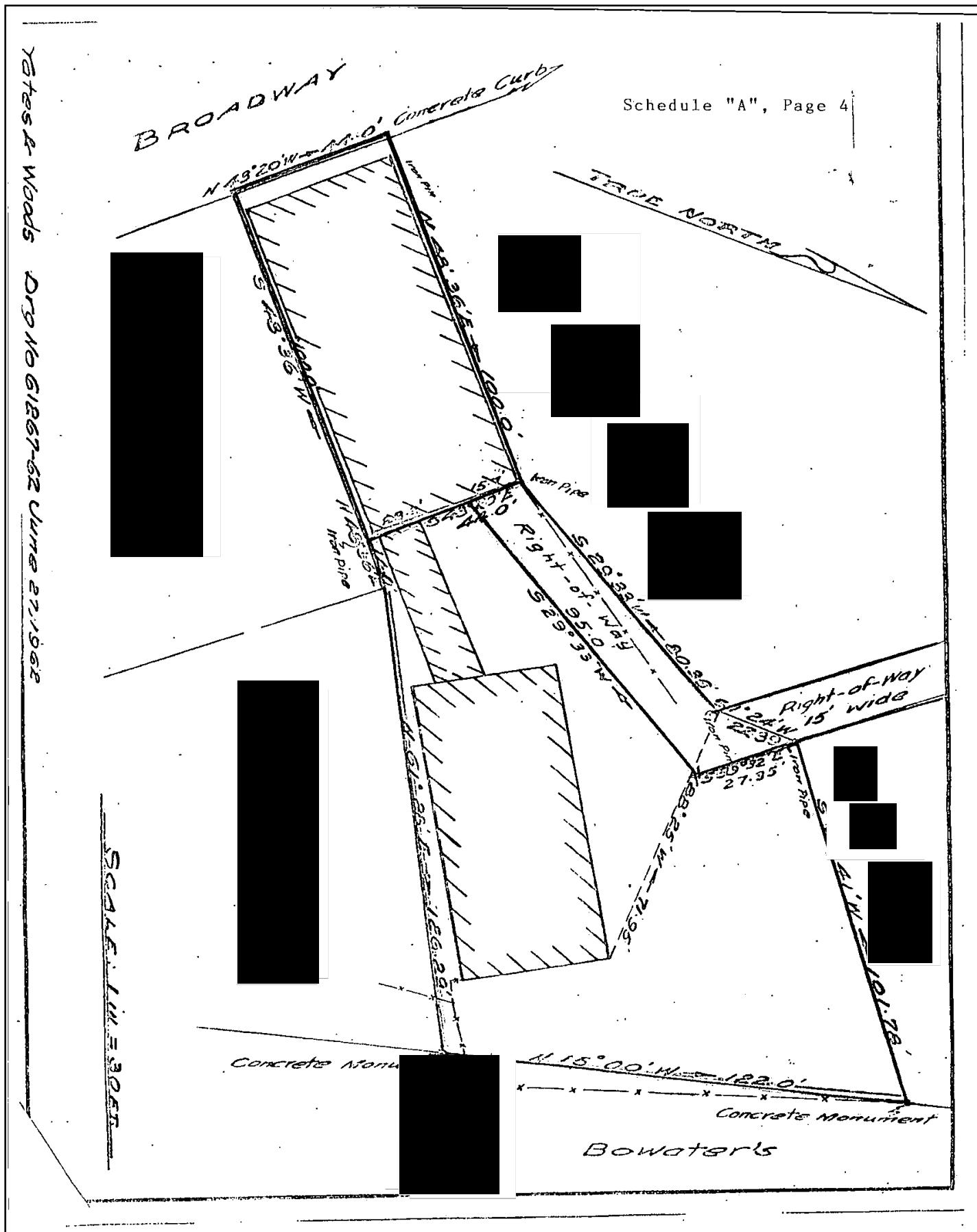
AND ALSO ALL THAT piece or parcel of land off Broadway, in the City of Corner Brook, bounded and described as follows, that is to say: Starting at a point, said point being the most Southerly angle of land now or formerly in the possession of [REDACTED] and can be found by running from the most Northerly corner of the concrete foundation under the building occupied now or formerly by Atlas Hardware Limited North Eighty-eight (88) degrees Twenty-five (25) minutes West Seventy-one and Ninety-five hundredths (71.95) feet, and North One (1) degree Twenty-four (24) minutes East Twenty-two and Thirty-nine Hundredths (22.39) feet. Running thence from the above described starting point by a right-of-way Fifteen (15) feet wide South Thirty-nine (39) degrees Thirty-two (32) minutes East Twenty-seven and Thirty-five hundredths (27.35) feet, and South Twenty-nine (29) degrees Thirty-three (33) minutes West Ninety-five (95) feet; thence by land now or formerly in the possession of National Wholesalers Limited South Forty-three (43) degrees Twenty (20) minutes East Twenty-eight and Three Tenths (28.3) feet; thence by land now or formerly in the possession of [REDACTED] North Forty-eight (48) degrees Thirty-six (36) minutes East Fourteen (14) feet; thence by land now or formerly in the possession of [REDACTED] North Sixty-one (61) degrees Twenty-eight (28) minutes East One Hundred Twenty-six and Twenty-nine hundredths (126.29) feet; thence by land now or formerly in the possession of Bowater's Newfoundland-Pulp and Paper Mills Limited North Fifteen (15) degrees West One Hundred Twenty-two (122) feet; thence by land now or formerly in the possession of [REDACTED] South Fifty-one (51) degrees Forty-one (41) minutes West One Hundred and one and Seventy-eight hundredths (101.78) feet to the starting point. Containing in all Twelve Thousand Eight Hundred (12,800) square feet more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red. All bearings given are from the True Meridian.

Schedule "A", Page 3

- 2 -

AND ALSO The lands and premises herein described are more particularly delineated in red and shown on the Bowater Plan annexed hereto.

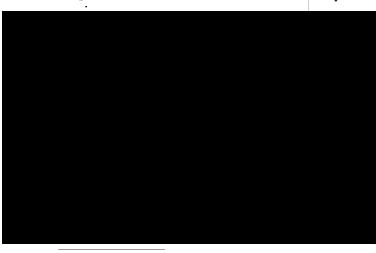


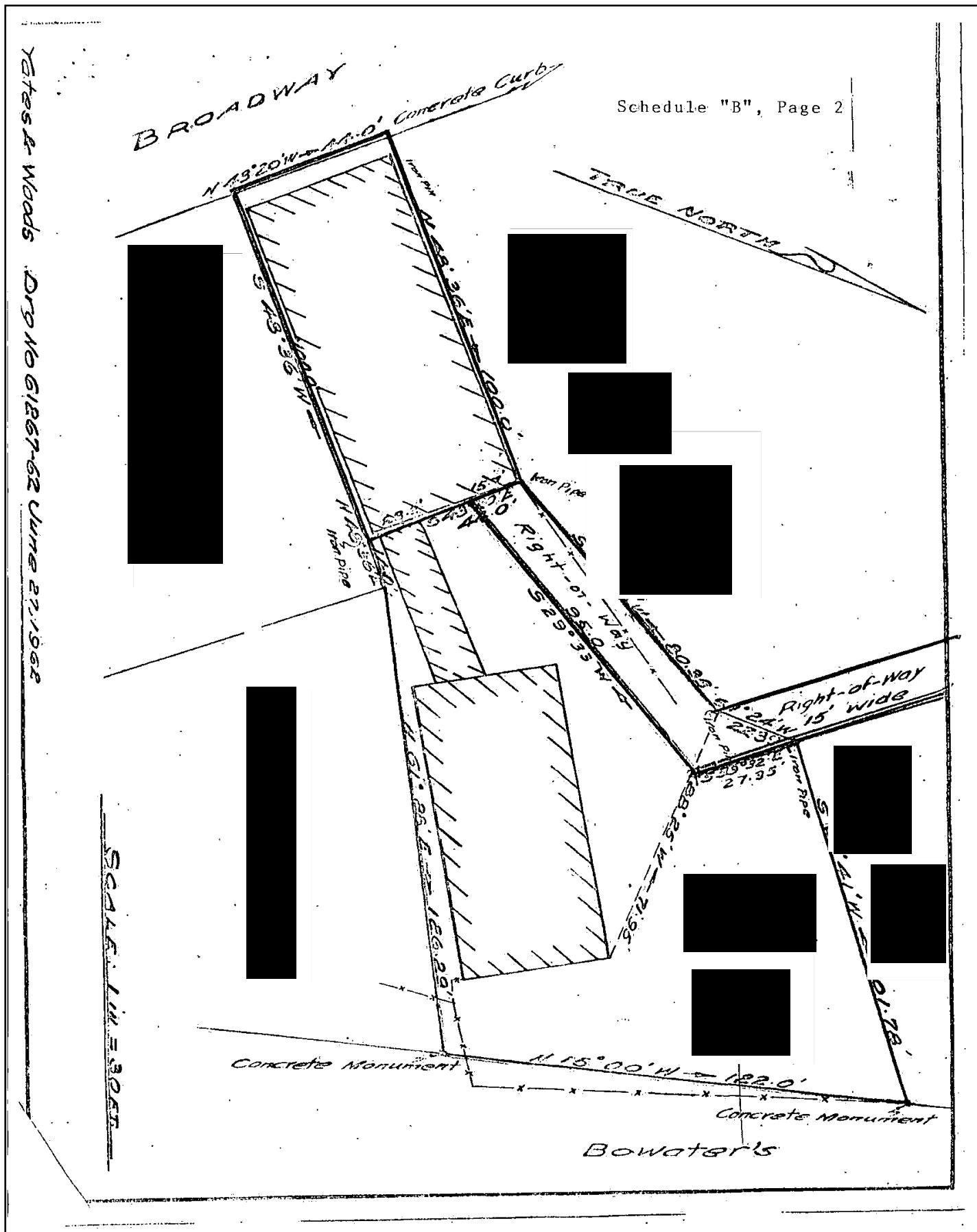


S C H E D U L E "B"; Page 1

ALL THAT piece or parcel of land off Broadway, in the City of Corner Brook, bounded and described as follows, that is to say: Starting at a point on the common boundary between land now or formerly in the possession of [REDACTED] and land now or formerly owned or occupied by Atlas Hardware Limited, said point being found by running from the most Northerly corner of the concrete foundation under the building now or formerly owned or occupied by Atlas Hardware Limited North Eighty-eight (88) degrees Twenty-five (25) minutes West Seventy-one and Ninety-five hundredths (71.95) feet. Running thence from the above described starting point by land now or formerly in the possession of [REDACTED] and Sons South Twenty-nine (29) degrees Thirty-three (33) minutes West Eighty and Thirty-five hundredths (80.35) feet; Thence by land now or formerly in the possession of National Wholesalers Limited South forty-three (43) degrees twenty (20) minutes East Fifteen and Seven Tenths (15.7) feet; thence by land now or formerly occupied by Atlas Hardware Limited North Twenty-nine (29) degrees Thirty-three (33) minutes East Ninety-five (95) feet, and North Thirty-nine (39) degrees Thirty-two (32) minutes West Twenty-seven and Thirty-five hundredths (27.35) feet; thence across a right-of-way South One (1) degree Twenty-four (24) minutes West Twenty-two and Thirty-nine (22.39) hundredths feet to the starting point. Containing in all One Thousand Four Hundred and Fifty (1,450) square feet more or less. All bearings given are from the True Meridian.

The lands over which the right-of-way is situate are shown and delineated in green on the plan annexed hereto.





Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	 Location of Land 42A Broadway			
			DRAWN BY:	DATE: 2025-08-20	SCALE: 1:300	FIGURE: 1
0	6	12	18	24	30 m	
			APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: DTC	REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map\ogz

SCHEDULE "A" , Page 1

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SCHEDULE "A", Page 2

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[REDACTED]

Schedule "A", Page 3

- 2 -

AND ALSO The lands and premises herein described are more particularly delineated in red and shown on the Bowater Plan annexed hereto.



Yates Woods DR 11061967-62 June 27, 1962

BROADWAY

Schedule "A", Page 4

SEGMENTUM = 30 ETR

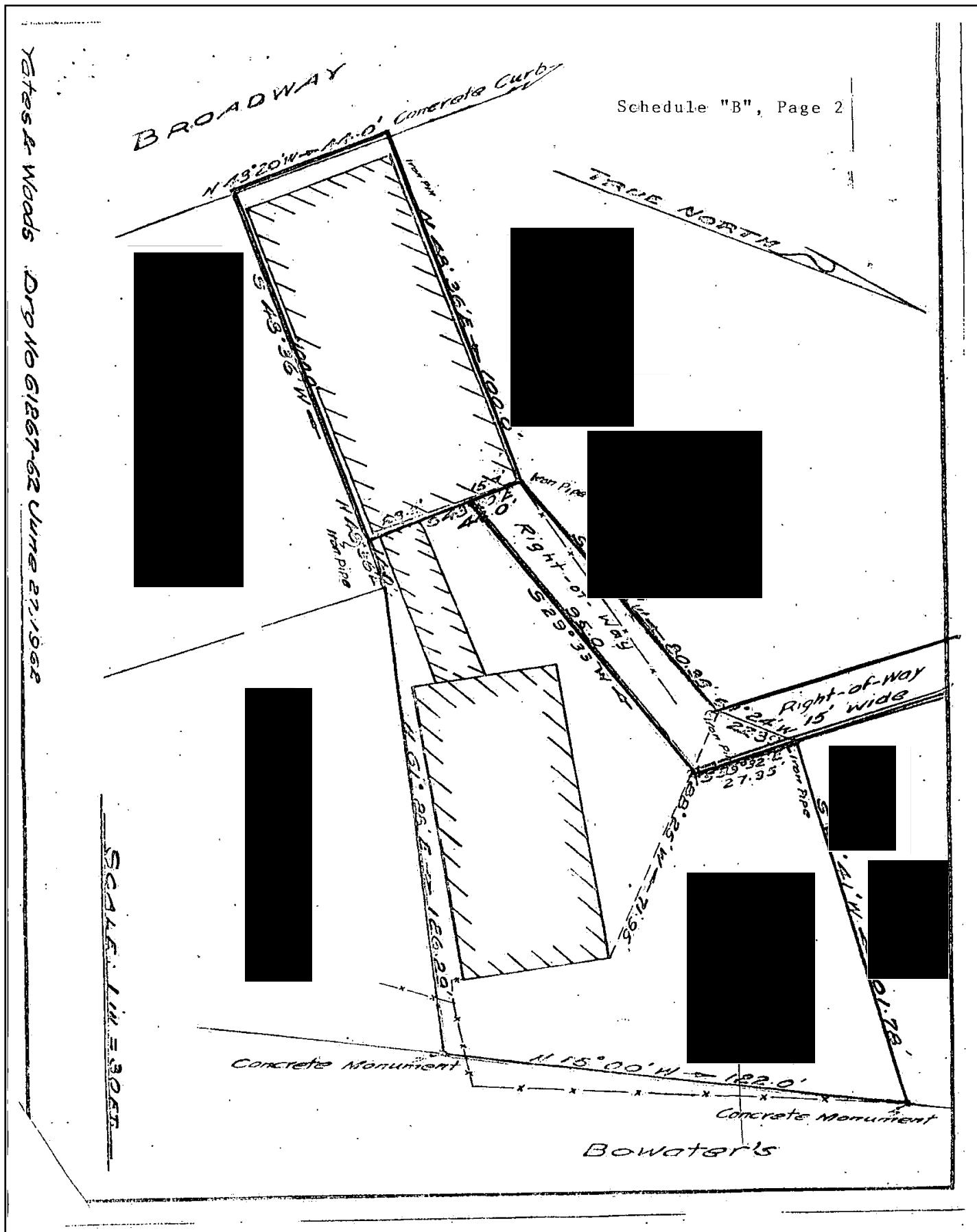
Concrete Norms

Bowater's

S C H E D U L E "B", Page 1

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The lands over which the right-of-way is situate are shown and delineated in green on the plan annexed hereto.





Schedule "A"



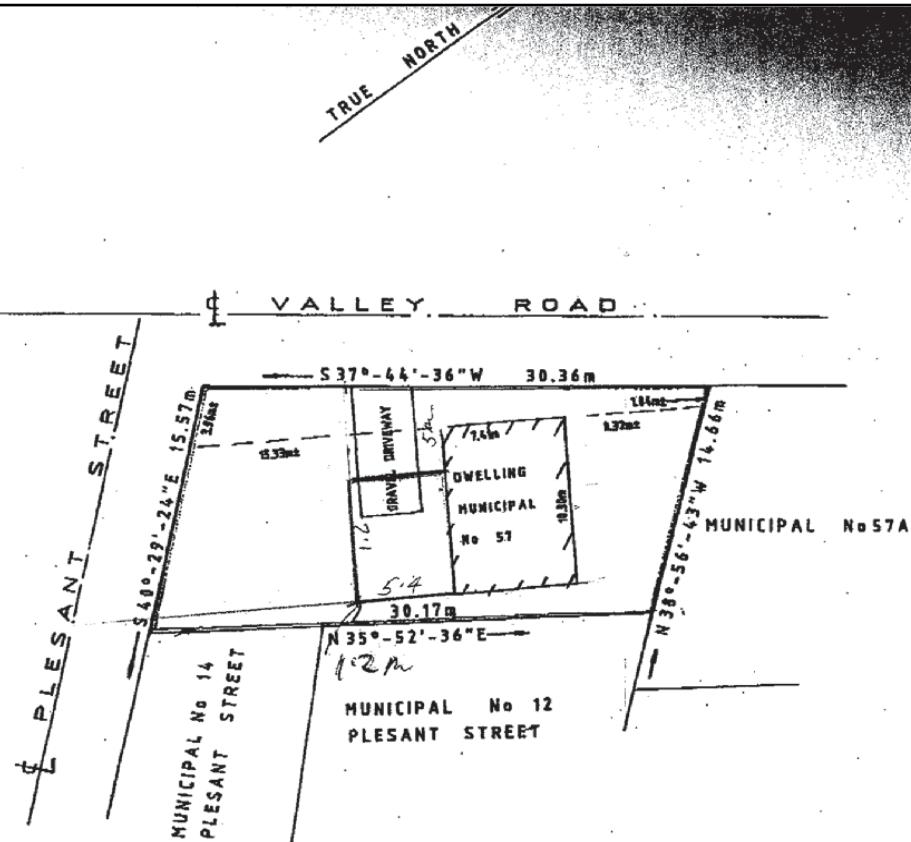
LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		<p>1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available</p>				
		Location of Land 50 Valley Road				
0	5	10	15	20	25 m	
			DRAWN BY: 2025-07-10	DATE: 2025-07-10	SCALE: 1:250	FIGURE: 1
			APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: DTR	REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map\ogz

Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	Location of Land 57 Valley Road			
			DRAWN BY:	DATE: 2025-08-20	SCALE: 1:300	FIGURE: 1
0	6	12	18	24	30 m	APPROVED BY: BDUFFY
						COORD SYS: NAD 1983 MTM ZONE 3
						ZONE: RHD
						REVISION: 0



—SCALE:1:300—

PLAN TO ACCOMPANY REAL PROPERTY REPORT FOR
AT MUNICIPAL NO 57 VALLEY ROAD, CORNER BROOK.

THIS PLAN CERTIFIES THE INFORMATION AS AT MARCH 21st 1998 AND THAT DATE ONLY.

THIS PLAN AND ACCOMPANYING REPORT FORM AN INTEGRAL PART OF THE
RETURN AND ARE NOT SEPARABLE.

UNAUTHORIZED USE, ALTERATION OR REPRODUCTION OF THIS PLAN IS
PROHIBITED BY LAW UNDER THE COPYRIGHT ACT. HOWEVER, USE BY OR ON

UNAUTHORIZED USE, ALTERATION OR REPRODUCTION OF THIS PLAN IS PROHIBITED BY LAW UNDER THE COPYRIGHT ACT. HOWEVER, USE BY OR ON BEHALF OF THE PARTIES TO WHOM THE SAME IS CERTIFIED IS PERMITTED, PROVIDED NO ALTERATIONS ARE MADE THERETO.

DATE: 21-3-98 R P. HUNT SURVEYS DRAWING No 6735-1



Schedule "A"



LEGEND		NOTES				
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0	10	20	30	40	50 m	
				APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: R
						REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map.gaz

Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		<p>1. Unless otherwise noted, all dimensions are in metres.</p> <p>2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook.</p> <p>3. 7.5 cm orthoimagery acquired in 2019.</p> <p>4. Size and shape of parcel is approximate as no survey is available</p>				
Location of Land Carberry's Road						
0	10	20	30	40	50 m	
			DRAWN BY: B DUFFY	DATE: 2025-08-20	SCALE: 1:750	FIGURE: 1
			APPROVED BY: B DUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0

SCHEDULE "A" (Cont'd.)

AND ALSO ALL THAT piece or parcel of land, being a portion of that piece or parcel of land described in Crown Grant No. 20,032 dated the 2nd day of June, A.D., 1941, and registered in the Registry of Grants in Volume 110 at Folio 32, situate and being at Corner Brook West, in the Province of Newfoundland and Labrador, on the North-West by a Road Reservation by which it measures Fifty (50) feet; on the North-East by land now or formerly owned by [REDACTED] by which it measures One Hundred (100) feet; On the South-East by land now or formerly owned by [REDACTED] by which it measures Fifty (50) feet); and on the South-West by land now or formerly owned by [REDACTED] by which it measures One Hundred (100) feet, more or less, to the point of commencement and being more particularly shown and delineated on the attached plan whereon it is outlined in red.

AND ALSO ALL THAT piece or parcel of land situate, lying and being at [REDACTED] in the Province of Newfoundland and Labrador, bounded and abutted as follows: Starting at the South-East corner of land sold by [REDACTED] to [REDACTED] this point being on the Western limit of a road Twenty (20) feet wide. Running thence in a Southerly direction by this last mentioned Western limit One Hundred Sixty (160) feet, more or less. Running thence in a Westerly direction by land now or formerly owned by [REDACTED] Eighty (80) feet, more or less. Running thence in a Northerly direction by land now or formerly owned by [REDACTED] and land of [REDACTED] One Hundred Sixty (160) feet, more or less. Running thence in an Easterly direction by land now or formerly owned by [REDACTED] Eighty (80) feet, more or less, to the starting point.

193

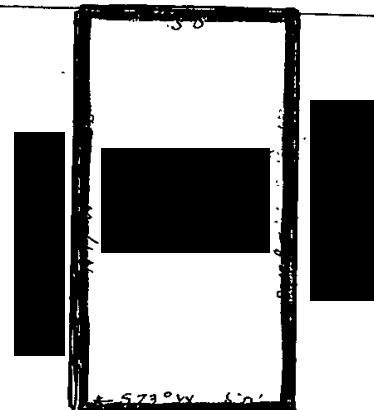
Registered 2 day April
A.D. 1980 at 12:00 o'clock P.m.
Vol. 2985 Page 191 193
Fee paid 5.50 Rec. No. 114356

[REDACTED]
Registrar of Deeds (Nfld.)

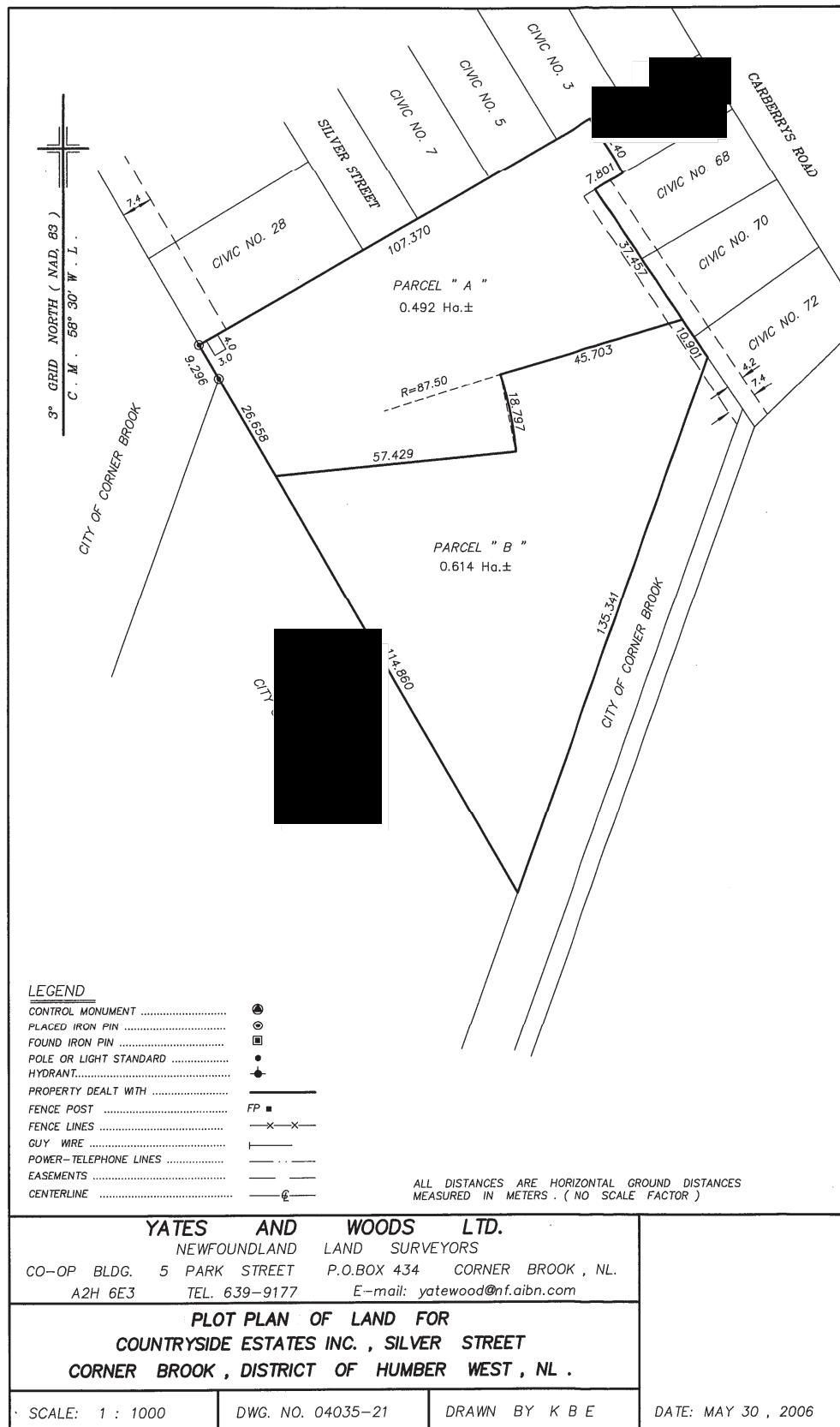
N
Magnetic

Centre of Road Reservation

20' wide.



1" = 40 feet

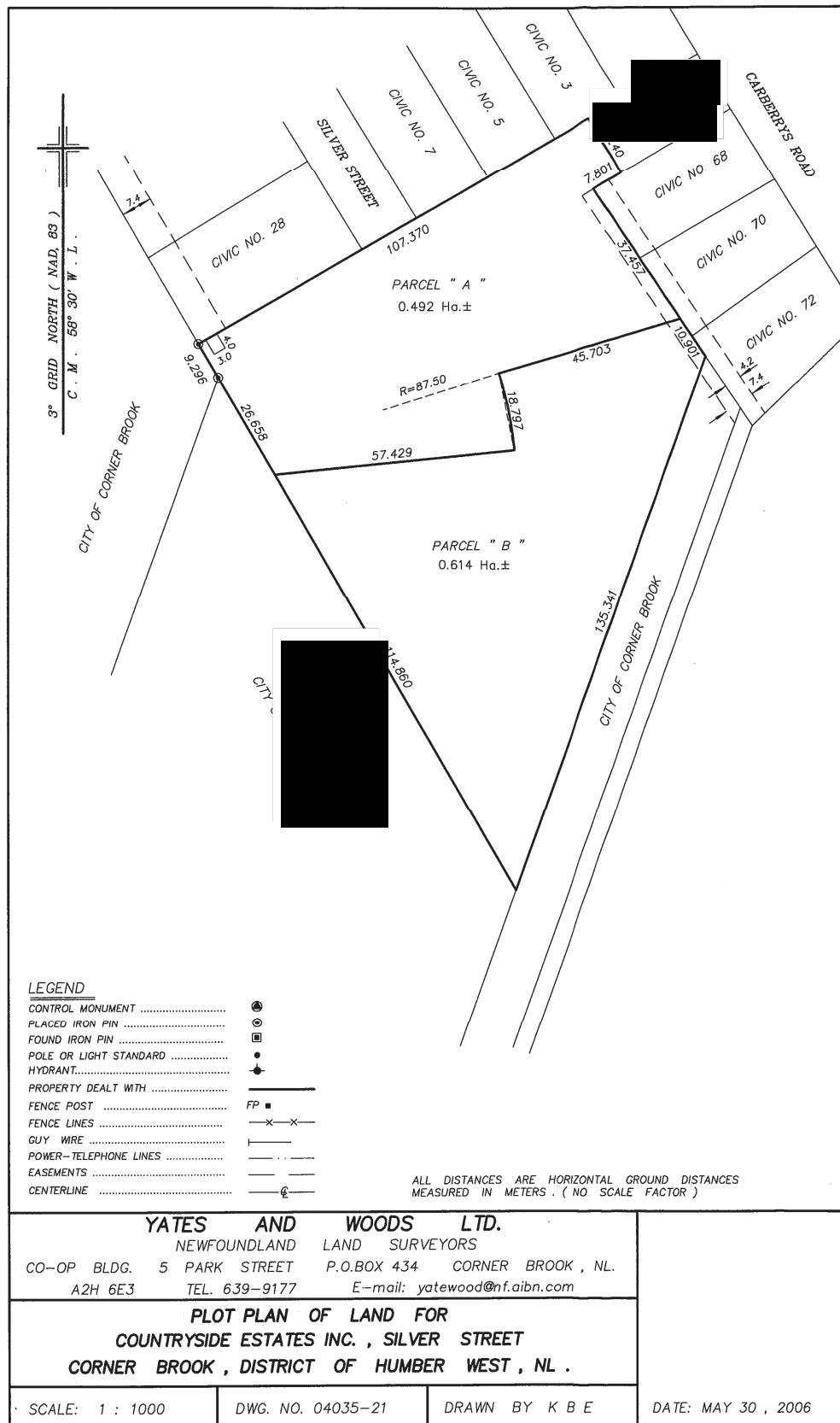


Schedule "A"



LEGEND		NOTES	CORNERBROOK						
Tax Sales 2025 polygons			 Location of Land Carberry's Road						
		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available							
0	10	20	30	40	50 m	DRAWN BY:	DATE: 2025-08-20	SCALE: 1:750	FIGURE: 1
						APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map\ogz



Schedule "A"



LEGEND		NOTES	CORNERBROOK						
Tax Sales 2025 polygons			 Location of Land Charles Street						
		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available							
0	20	40	60	80	100 m	DRAWN BY: 2025-08-20	DATE: 2025-08-20	SCALE: 1:1,000	FIGURE: 1
			APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: L1	REVISION: 0			

pg 3 of 4

DESCRIPTION OF LAND FOR THE ESTATE OF OLGA SQUIRE
 8 Charles Street, Corner Brook

Parcel B

All that piece or parcel of land lying west of Charles Street, in the City of Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a point, the said point being found by running from the southeast angle of land of the Estate of Olga Squire, Parcel A, the said angle having co-ordinates of North 5,422,601.497 and East 345,152.749, north eighty four degrees seventeen minutes fourteen seconds west (N 84° 17' 14" W) fifty four decimal four two three (54.423) metres;

RUNNING THENCE from the above described point of beginning by land of [REDACTED] or Assigns, north eighty four degrees seventeen minutes fourteen seconds west (N 84° 17' 14" W) eighty eight decimal seven zero one (88.701) metres;

THENCE RUNNING by land of [REDACTED] or Assigns, north five degrees thirty three minutes forty two seconds east (N 05° 33' 42" E) fifty one decimal zero four six (51.046) metres;

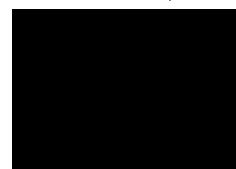
THENCE RUNNING by land of the City of Corner Brook, south eighty three degrees fifty minutes fifty nine seconds east (S 83° 50' 59" E) ninety six decimal eight four two (96.842) metres;

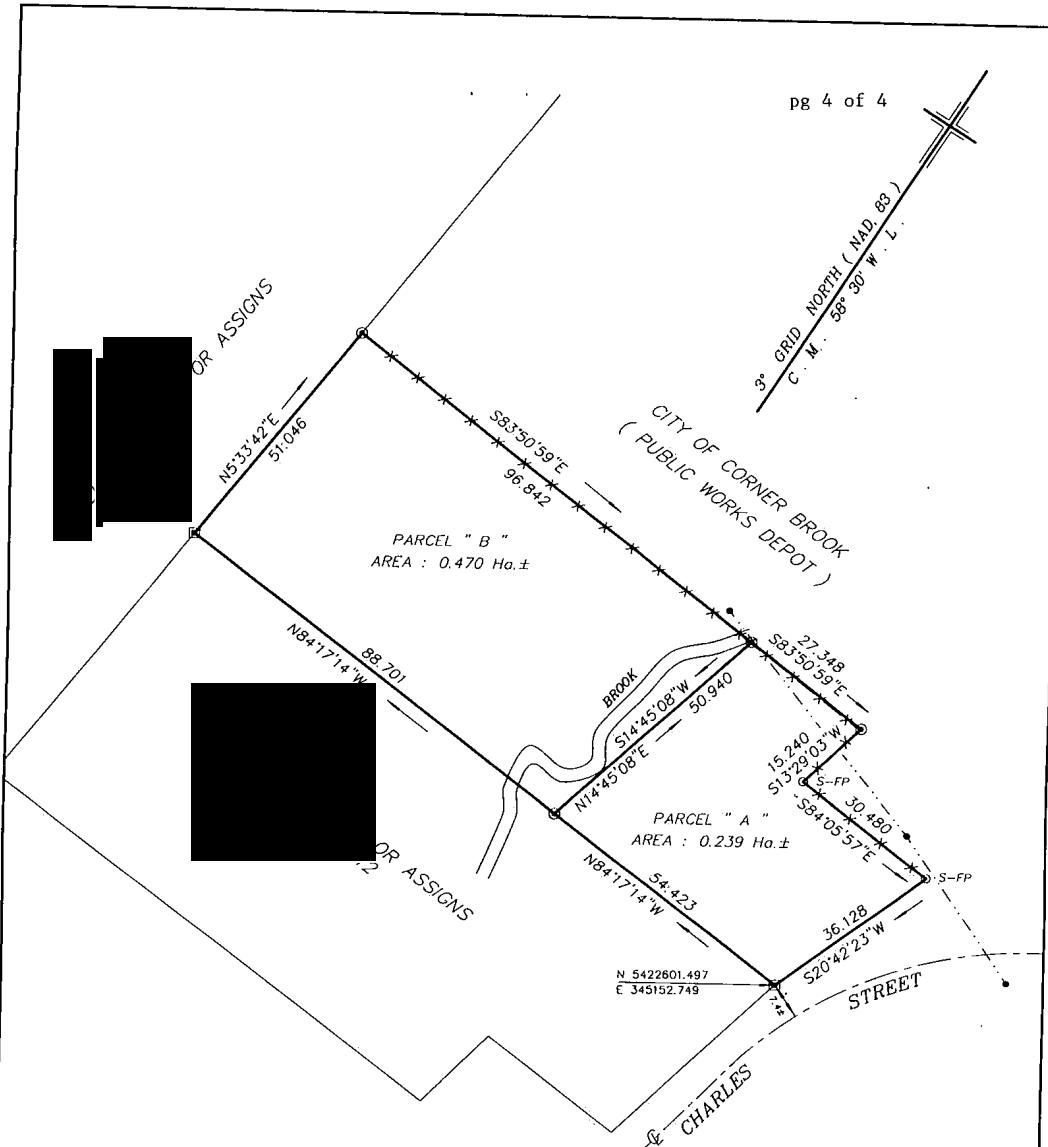
THENCE RUNNING by land of the Estate of [REDACTED] Parcel A, south fourteen degrees forty five minutes eight seconds west (S 14° 45' 08" W) fifty decimal nine four zero (50.940) metres, more or less, to the point of beginning;

Containing an area of zero decimal four seven zero (0.470) hectare, more or less, and being more particularly shown as Parcel B on Yates and Woods Limited drawing no. 07088, dated May 24, 2007;

All bearings refer to 3' Grid North (NAD 1983) as referred to the Transverse Mercator Projection for Newfoundland with the Central Meridian at 58° 30' west longitude;

Yates and Woods Limited





<p>YATES AND WOODS LTD. NEWFOUNDLAND LAND SURVEYORS 53 CARIBOU ROAD P.O. BOX 434 CORNER BROOK, NL. A2H 6E3 TEL. 639-9177 E-mail: yatewood@nf.aibn.com</p> <p>SURVEY PLAN OF LAND FOR THE ESTATE OF OLGA SQUIRE, CIVIC NO. 8, CHARLES STREET CORNER BROOK, DISTRICT OF HUMBER WEST, NL.</p>		
SCALE: 1 : 1000	DWG. NO. 07088	DRAWN BY K B E'
		DATE: MAY 24, 2007

Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		<p>1. Unless otherwise noted, all dimensions are in metres.</p> <p>2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook.</p> <p>3. 7.5 cm orthoimagery acquired in 2019.</p> <p>4. Size and shape of parcel is approximate as no survey is available</p>	DRAWN BY:	DATE: 2025-08-20	SCALE: 1:1,000	FIGURE: 1
Location of Land Confederation Drive						
0	20	40	60	80	100 m	APPROVED BY: BDUFFY
						COORD SYS: NAD 1983 MTM ZONE 3
						ZONE: OS
						REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map.gaz

2

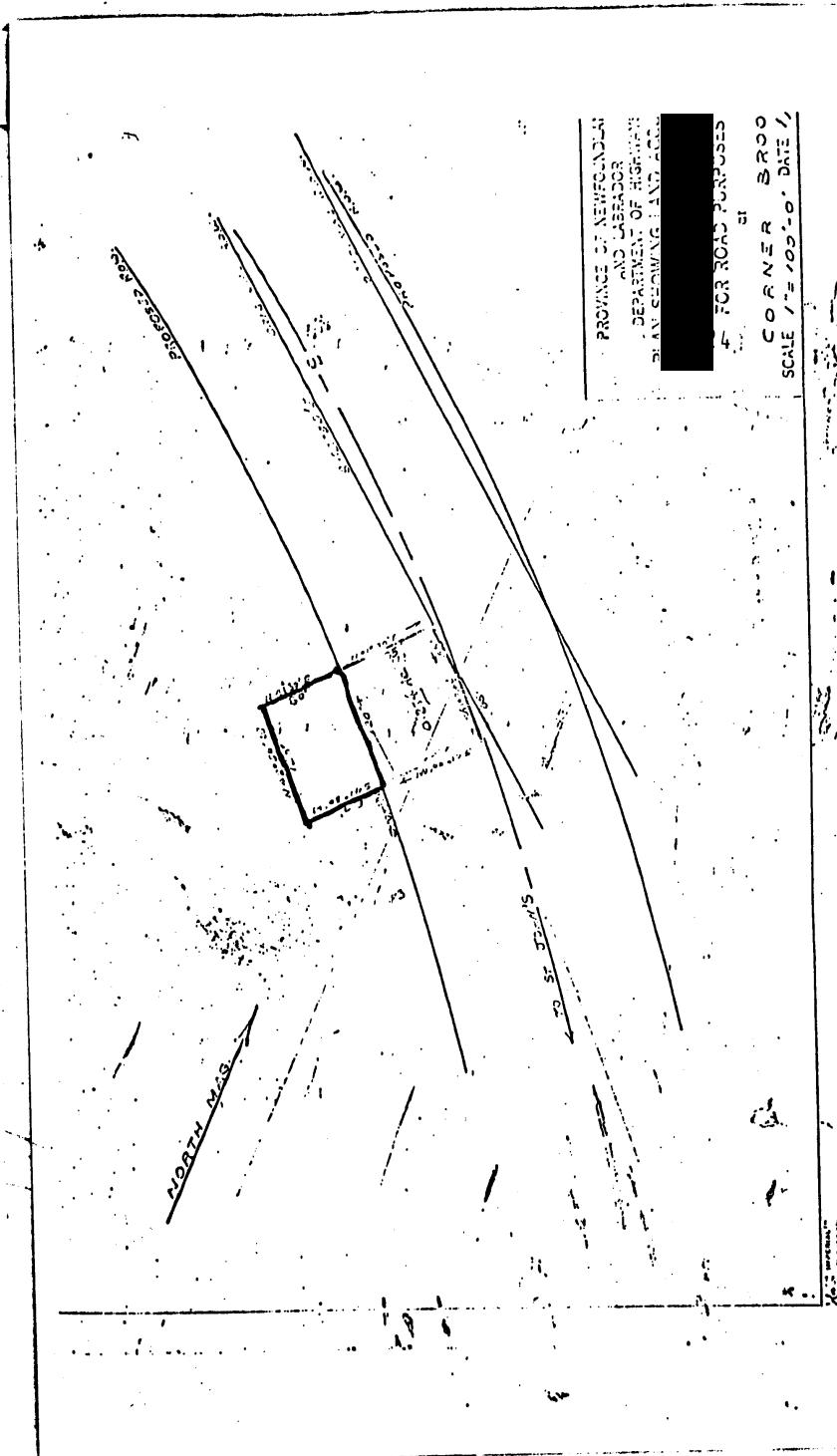
8 4 0 3 3 8

246

S C H E D U L E " A "

ALL THAT piece or parcel of land situate and being at the City of Corner Brook in the Province of Newfoundland on the southwesterly limit of the Trans Canada Highway, starting at a point on the southwesterly limit of the Trans Canada Highway as shown on the diagram attached, running thence by land now or formerly of [REDACTED] south forty-one (41) degrees thirty (30) minutes West eighty (80) feet, thence North forty-two (42) degrees thirty (30) minutes West one hundred and twenty (120) feet, thence by land now or formerly owned by [REDACTED] North forty-one (41) degrees thirty (30) minutes East eighty (80) feet, thence by the curbature of the southwesterly limit of the Trans Canada Highway approximately one hundred and twenty (120) feet to the point of commencement as shown on the diagram attached hereto.

8 4 0 3 3 9



Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		<p>1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available</p>				
		Location of Land Country Road				
0	10	20	30	40	50 m	
			DRAWN BY: B DUFFY	DATE: 2025-08-20	SCALE: 1:750	FIGURE: 1
			APPROVED BY: B DUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: OS	REVISION: 0

PHONES: 639-9177, 639-9178

P. O. BOX 515

YATES & WOODS LIMITED
NEWFOUNDLAND LAND SURVEYORSLESLIE BLDG. - PREMIER DRIVE
CORNER BROOK, NEWFOUNDLAND

A2H 6E6

DESCRIPTION OF LAND OF JOHN KNIGHT

All that piece or parcel of land lying North of Bells Brook and South of Country Road in the city of Corner Brook and being further bounded and described as follows:

Starting at a point, said point being found by running from the Southwest corner of the concrete foundation under the dwelling of [REDACTED] South Thirty (30) Degrees Twenty Seven (27) Minutes Forty Three (43) Seconds East Sixty and Twelve Hundredths (60.12) feet, North Eighty One (81) Degrees Twenty Three (23) Minutes Thirty (30) Seconds West Fifty (50.0) feet, South Five (05) Degrees Forty Six (46) Minutes Eighteen (18) Seconds East One Hundred (100.0) feet, and South Five (05) Degrees Twenty Nine (29) Minutes Twenty Eight (28) Seconds East One Hundred Thirteen and Seventy Five Hundredths (113.75) feet;

RUNNING THENCE from the above described starting point by land of [REDACTED] South Sixty Six (66) Degrees Forty Five (45) Minutes Twelve (12) Seconds East One Hundred Eleven and Fifty Eight Hundredths (111.58) feet;

THENCE by land of [REDACTED] South Four (04) Degrees Fifty (50) Minutes Twenty Four (24) Seconds East One hundred Twenty Five (125.0) feet;

THENCE along a Reservation 33' wide along Bells Brook to a point which bears North Sixty Six (66) Degrees Twenty Four (24) Minutes Eight (08) Seconds West One Hundred Ten and Thirty Three Hundredths (110.33) feet from the preceding point;

THENCE by land of [REDACTED] North Five (05) Degrees Twenty Nine (29) Minutes Twenty Eight (28) Seconds West One Hundred Twenty Five (125.0) feet to the starting point;

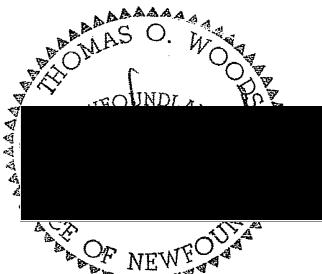
Containing in all Twelve Thousand One Hundred Seventy Eight (12,178) square feet more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red.

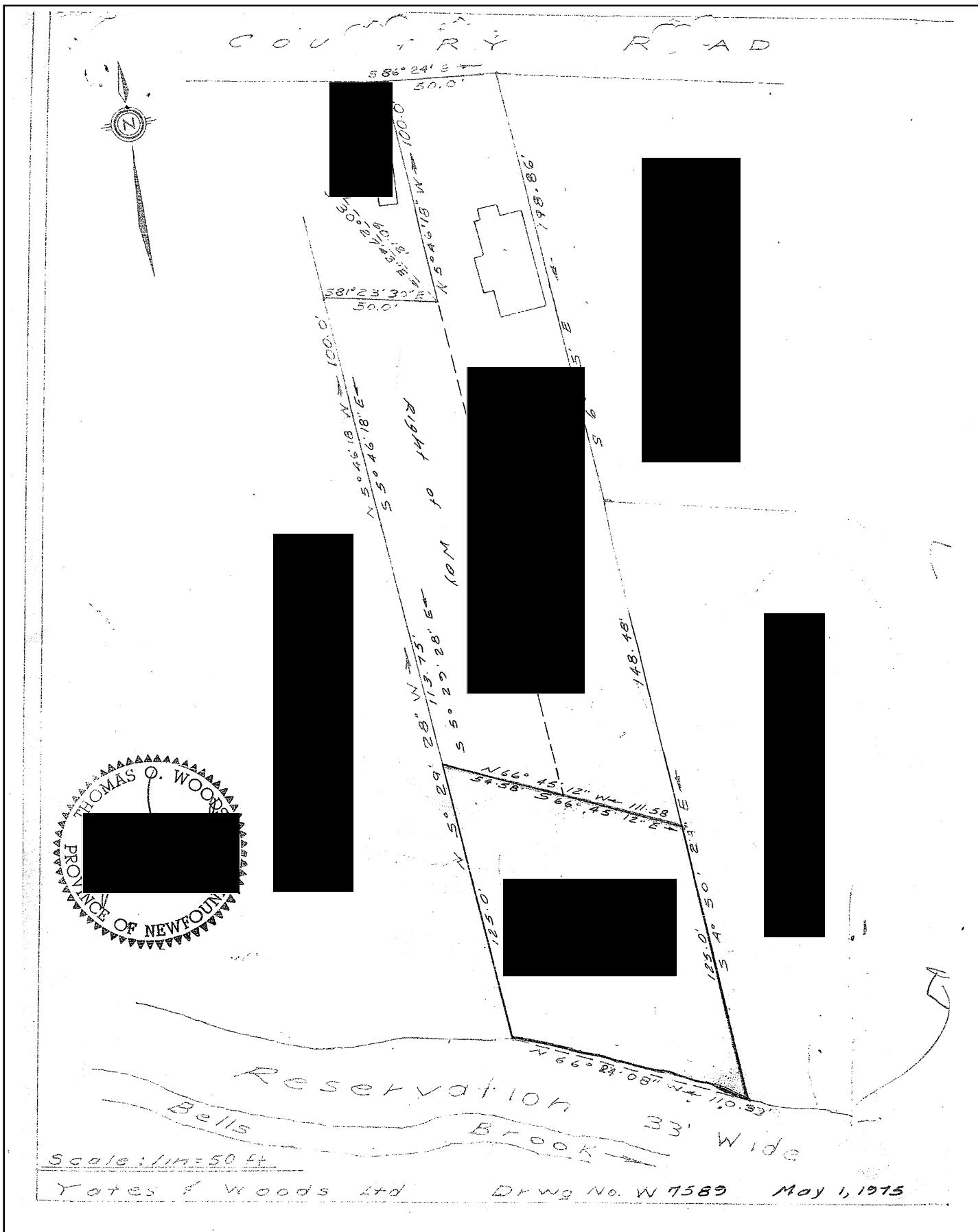
All bearings given are from the True North.

TOWoods/svk

May 2, 1975

W 7589





Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		<p>1. Unless otherwise noted, all dimensions are in metres.</p> <p>2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.</p> <p>3. 7.5 cm orthoimagery acquired in 2019.</p> <p>4. Size and shape of parcel is approximate as no survey is available</p>	DRAWN BY:	DATE: 2025-08-20	SCALE: 1:500	FIGURE: 1
Location of Land Dykes Road						
0	10	20	30	40	50 m	
			APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map.gaz

H 1 5 1 9 2 b b

SCHEDULE "A"

DESCRIPTION LOT "A" IN THE ESTATE OF V [REDACTED] OFF REIDS ROAD.
CORNER BROOK, NEWFOUNDLAND.

All that piece or parcel of land situate and being East off Reids Road, in the City of Corner Brook, Electoral District of Humber West, Province of Newfoundland and Labrador, abutted and bounded as follows, that is to say:

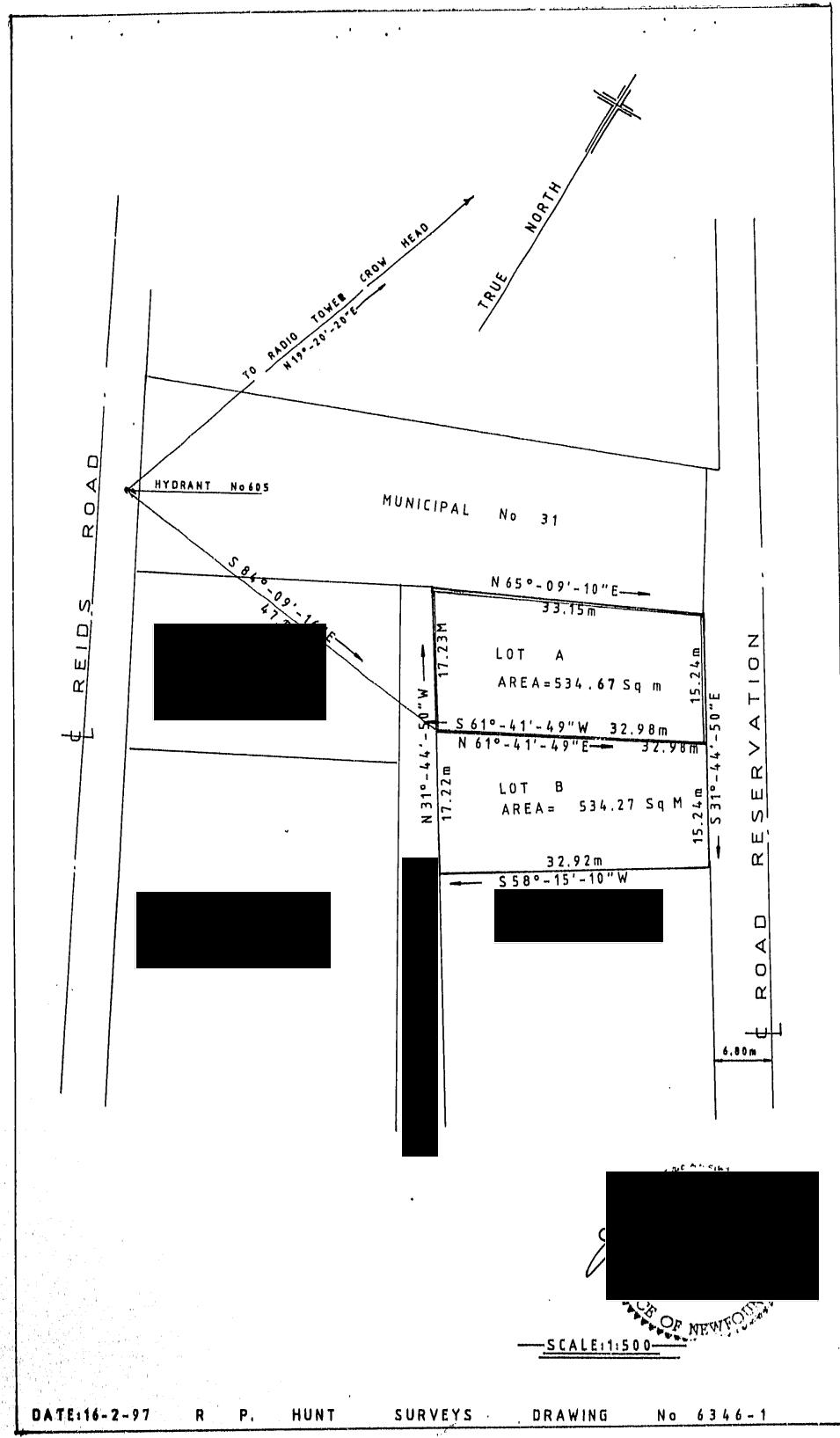
Beginning at a point, said point can be found by running South eighty-four (84) degrees nine (09) minutes sixteen (16) seconds East forty-seven decimal five nine (47.59) meters from City Hydrant No. 605.

Thence from the above described starting point by land in the Estate of Herbert Purchase North thirty-one (31) degrees forty-four (44) minutes fifty (50) seconds West seventeen decimal two three (17.23) meters, thence by property bearing Municipal No. 31 Reids Road North sixty-five (65) degrees nine (09) minutes ten (10) seconds East thirty-three decimal one five (33.15) meters, thence along the Western limit of a road reservation South thirty-one (31) degrees forty-four (44) minutes fifty (50) seconds East fifteen decimal two four (15.24) meters, thence by Lot "B" South sixty-one (61) degrees forty-one (41) minutes forty-nine (49) seconds West thirty-two decimal nine eight (32.98) meters to the point of beginning.

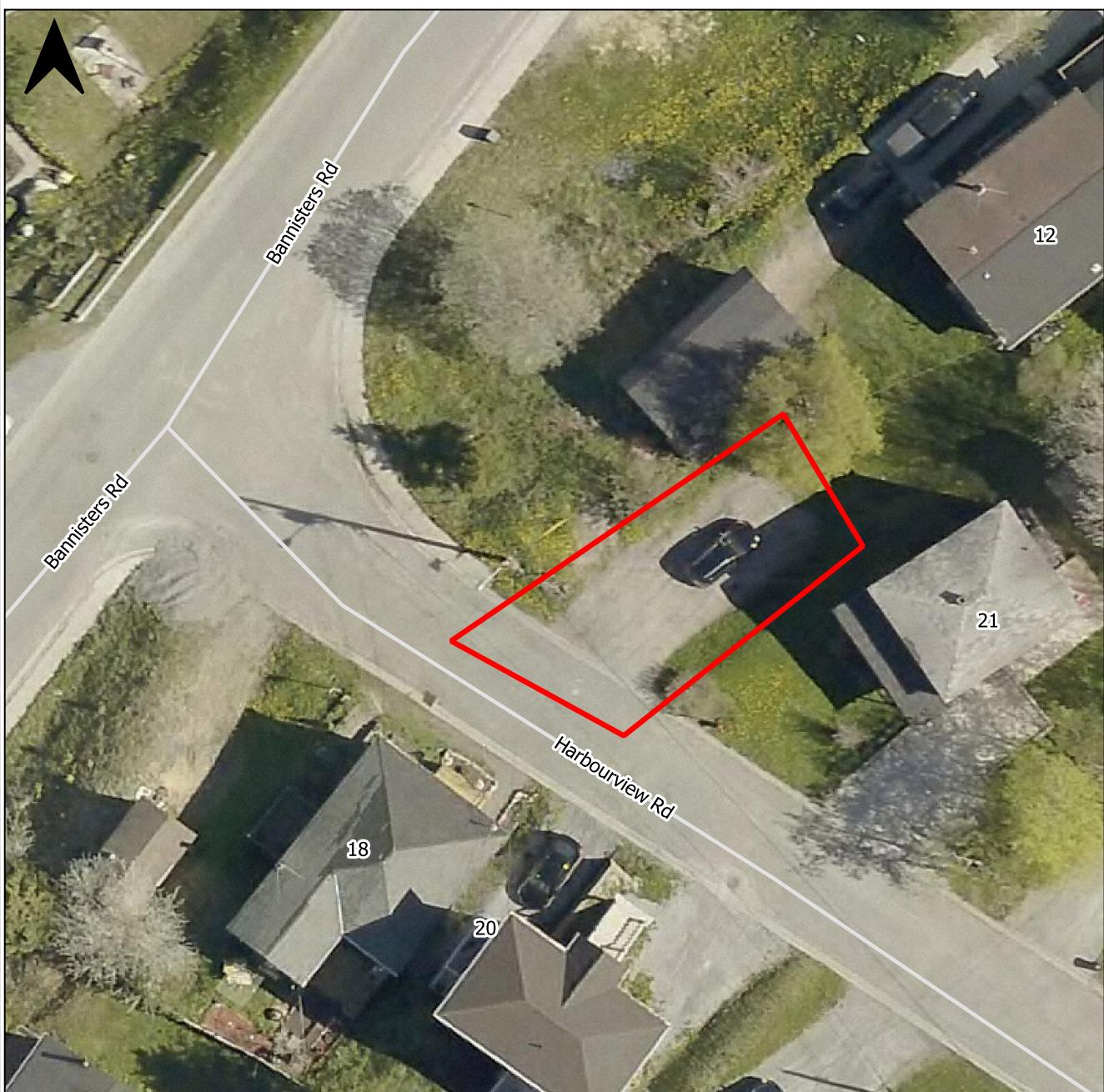
The herein described lot is shown and delineated in red on a plan hereto attached and contains an area of five hundred thirty-four decimal six seven (534.67) square meters.

Bearings are from the True Meridian.

4 1 5 1 9 2 b 7



Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		<p>1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available</p>				
Location of Land Harbourview Road						
0	6	12	18	24	30 m	
DRAWN BY: 2025-08-20	DATE: 2025-08-20	SCALE: 1:300	FIGURE: 1	APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD
						REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map.qgz

S C H E D U L E "A"

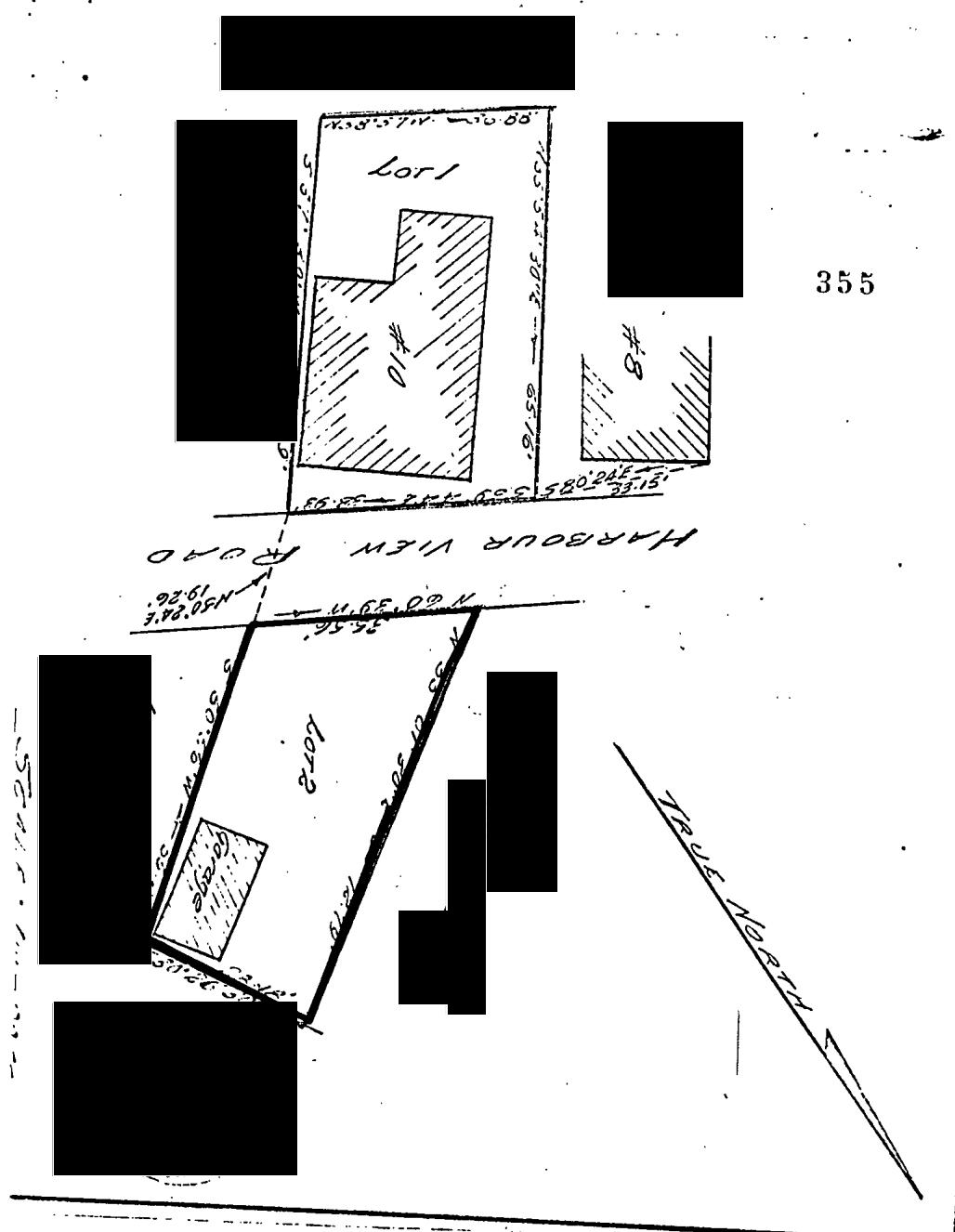
475

353

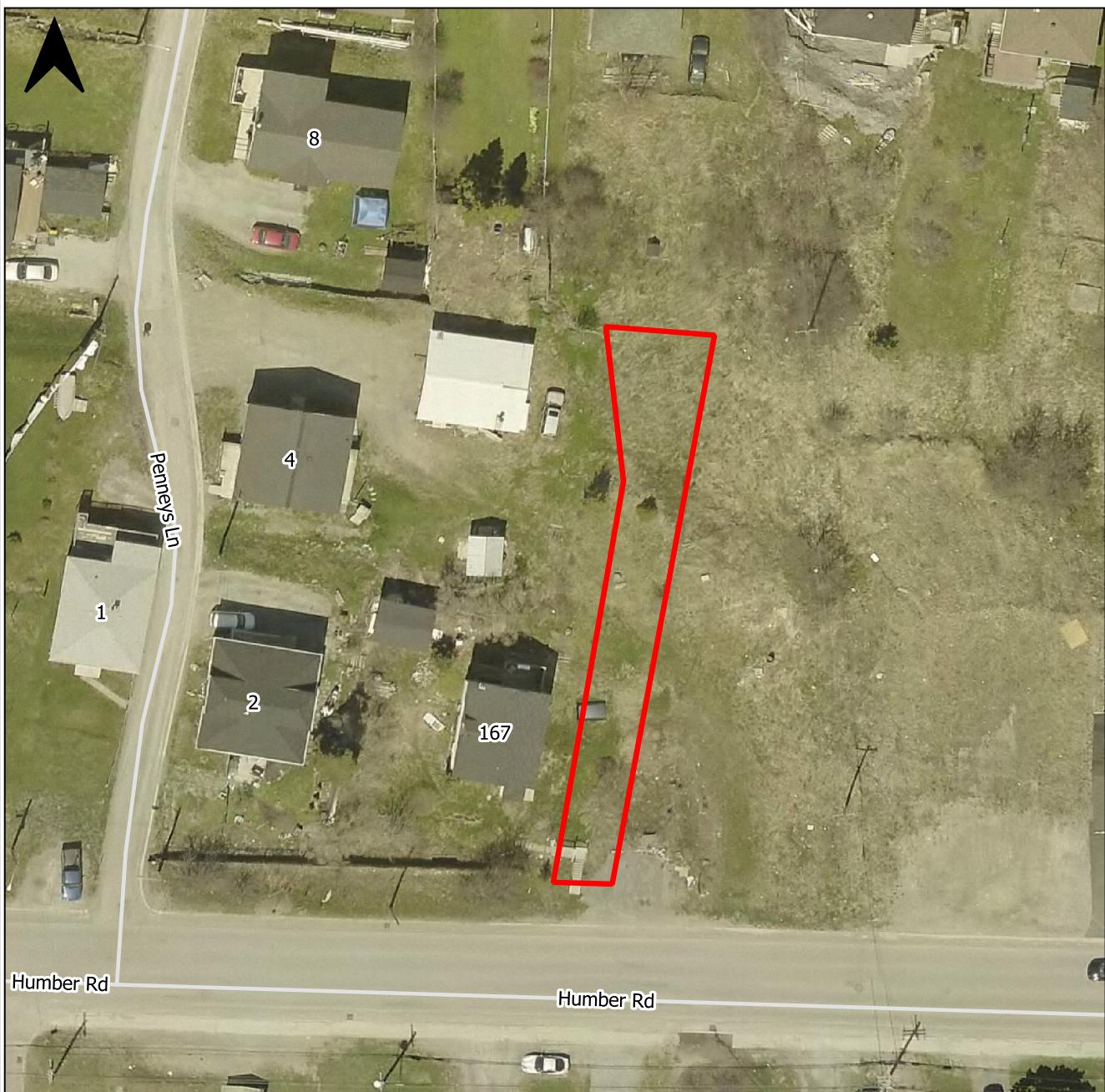
ALL THOSE certain lots, pieces or parcel of land situate lying and being at Harbourview Road in the City of Corner Brook bounded and described as follows, that is to say: Starting at a point on the Southwesterly limit of Harbourview Road said point being found by running from the most Northerly corner of the concrete foundation now or formerly in the possession of [REDACTED] South Eighty (80) degrees Twenty Four (24) minutes East Thirty Three and Fifteen hundredths feet (33.15); running thence from the above described starting point by the Southwesterly limit of Harbourview Road South Fifty Nine (59) degrees Forty Four (44) minutes East Thirty Eight and Ninety Three hundredths feet (38.93); thence by land now or formerly in the possession of [REDACTED] South Thirty Seven (37) degrees Thirty Nine (39) minutes West Sixty Five and Eighty Nine hundredths feet (65.89); thence by land now or formerly in the possession of [REDACTED] North Fifty Eight (58) degrees Fifty Seven (57) minutes West Thirty Six and Eighty Eight Hundredths feet (36.88); thence by land now or formerly in the possession of [REDACTED] North Thirty Five (35) degrees Fifty Four (54) minutes Thirty (30) seconds East Sixty Five and Sixteen hundredths (.65.16) to the point of commencement. Containing in all two thousand four hundred sixty Eight (2,468) square feet more or less and known as Lot. 1. ALSO ALL THAT other piece or parcel of land being bounded and described as follows, that is to say: Commencing at a point on the Northeasterly limit of Harbourview Road said point being found by running from the most Northerly angle of the concrete foundation under the residence now or formerly in the possession of [REDACTED] [REDACTED] South Eighty (80) degrees Twenty Four (24) minutes East Thirty Three and fifteen hundredths (33.15) feet; South fifty-nine (59) degrees Forty Four (44) minutes East Thirty Eight and Ninety Three hundredths feet (38.93); North Ffty (50) degrees Twenty Four (24) minutes East nineteen and Twenty Six hundredths feet (19.26);

S C H E D U L E "A"

354 running thence from the above described starting point by the
Northeasterly limit of Harbourview Road North Sixty (60) degrees
Thirty Nine (39) minutes West Thirty Five and Fifty Six hundred-
ths feet (35.56); thence by land now or formerly in the possession
of [REDACTED] North Fifty Five (55) degrees One (1) minutes
Thirty (30) seconds East seventy Two and Seventy Nine hundredths
feet (72.79); thence South Thirty (30) degrees Twenty Six
minutes (26) Thirty (30) seconds East Twenty Eight and Eighteen
hundredths feet (28.18); thence by land now or formerly in the
possession of [REDACTED] South Fifty (50) degrees Fifty Six
(56) minutes West Fifty Five and Twenty Nine hundredths (55.29)
feet to the point of commencement. Containing in all one
thousand nine hundred thirty -six square feet (1,936) more or less
and known as Lot 2. All bearings given are from the True
Meridian.



Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	 Location of Land Humber Road			
			DRAWN BY:	DATE: 2025-08-20	SCALE: 1:500	FIGURE: 1
0	10	20	30	40	50 m	APPROVED BY: BDUFFY
					COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD
						REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS File\Master Map.gaz

SCHEDULE "A"

175 Humber Road, Corner Brook, NL

All that piece or parcel of land lying North of Humber road in the city of Corner Brook and being further bounded and described as follows:

Starting at a point on the Northerly limit of Humber Road, said point being found by running from the most southerly corner of the concrete foundation under the dwelling of [REDACTED] South Thirty Five (35) Degrees Fifteen (15) Minutes Forty Six (46) Seconds East Sixty Seven and Twenty Seven Hundredths (66.77) feet;

RUNNING THENCE from the above described starting point along the Northerly limit of Humber Road South Eighty Eight (88) Degrees Sixteen (16) Minutes Forty Two (42) Seconds East Seventeen and Sixty Two Hundredths (17.62) feet;

THENCE by land of [REDACTED] or Ansions North Ten (10) Degrees Thirty (10) Minutes Fifty (50) Seconds East One Hundred Twenty Four and Ninety Five Hundredths (124.95) feet;

THENCE by land of [REDACTED] North Eighty Five (85) Degrees Twenty One (21) Minutes West Thirty Two and Fifty Nine Hundredths (32.59) feet;

THENCE along the Easterly limit of a Right-of-Way South Six (6) Degrees Twenty Two (22) Minutes Fifty Four (54) Seconds East Forty Seven and Sixty Seven Hundredths (47.67) feet, and South Nine (9) Degrees Forty (40) Minutes Thirty (30) Seconds West Sixty Eight and Seventy One Hundredths (78.71) feet to the starting point;

Containing in all Two Thousand Six Hundred Nine (2609) square feet more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red.

All bearings given are from the True North.

All that piece or parcel of land lying North of Humber Road in the city of Corner Brook and being further bounded and described as follows:

Starting at a point on the Northerly limit of Humber Road, said point being found by running from the most southerly corner of the concrete foundation under the dwelling of [REDACTED] South Twelve (12) Degrees Fifty Seven (57) Minutes Thirty Two (32) Seconds East Thirty Four and Eighty Nine Hundredths (34.89) feet;

RUNNING THENCE from the above described starting point along the Northerly limit of Humber Road South Eighty Eight (88) Degrees Sixteen (16) Minutes Forty Two (42) Seconds East Sixty and Five Tenth (60.50) feet;

THENCE along the Wasterly limit of a Right-of-Way North Nine (9) Degrees Forty (40) Minutes Thirty (30) Seconds East Seventy Eight and Seven Hundredths (78.07) feet;

THENCE by land of [REDACTED] North Eighty (80) Degrees Seventeen (17) Minutes Twenty (20) Seconds West Fifty Eight and One Tenth (58.10) feet;

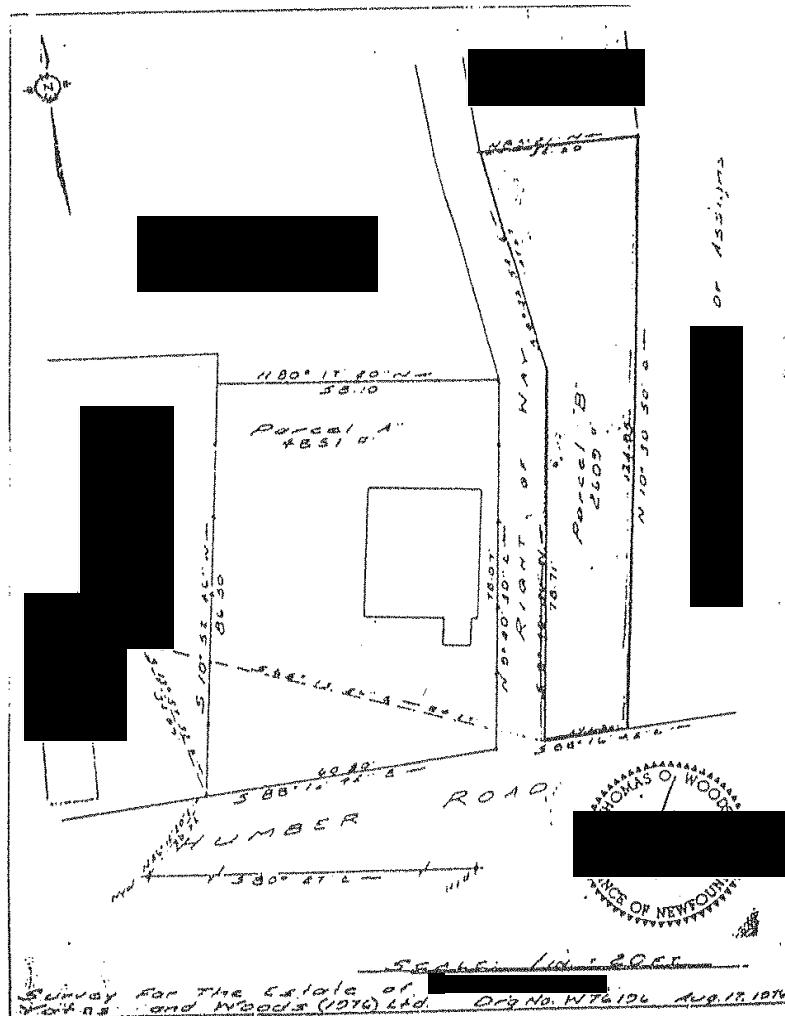
THENCE by land of [REDACTED] South Ten (10) Degrees Fifty Two (52) Minutes Forty Six (46) Seconds West Eighty Six and Five Tenth (86.50) feet to the starting point;

Containing in all Four Thousand Eight Hundred Fifty One (4851) square feet more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red.

All bearings given are from the True North.

TOGETHER WITH free use of the private right-of-way.

Together with all buildings and erections thereon



Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	Location of Land Laydens Lane			
			DRAWN BY: B DUFFY	DATE: 2025-08-20	SCALE: 1:500	FIGURE: 1
0	10	20	30	40	50 m	APPROVED BY: B DUFFY
					COORD SYS: NAD 1983 MTM ZONE 3	ZONE: OS
						REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map.gaz

3

4 9 7

1 0 2 7

SCHEDULE "A"

All that certain lot piece or parcel of land situate lying and being on the eastern side of Laydens Lane in the City of Corner Brook, being bounded and described as follows, that is to say:

The starting point can be found by running north twenty-three degrees twelve minutes east (N 23°- 12' E) two hundred three and eleven hundredths (203.11) feet from City Hydrant No 16.

Thence from the above described starting point along the eastern side of Laydens Lane north eight degrees seven minutes west (N 80°- 07' W) ninety-seven and sixty hundredths (97.60) feet, thence by land of Victor Ash or assigns north eighty degrees ten minutes east (N 80°- 10' E) fifty-five and twenty hundredths (55.20) feet, thence by land of Chesley Perry or assigns south three degrees thirty-two minutes east (S 3°- 32' E) one hundred and one hundredths (100.01) feet, thence by property bearing Municipal No 2 Laydens Lane south eighty-two degrees twenty-five minutes west (S 82°-25' W) forty-seven and thirty hundredths (47.30) feet to the starting point.

The herein described lot is shown and delineated in red on a plan hereto attached and contains an area of five thousand forty-seven (5047) square feet.

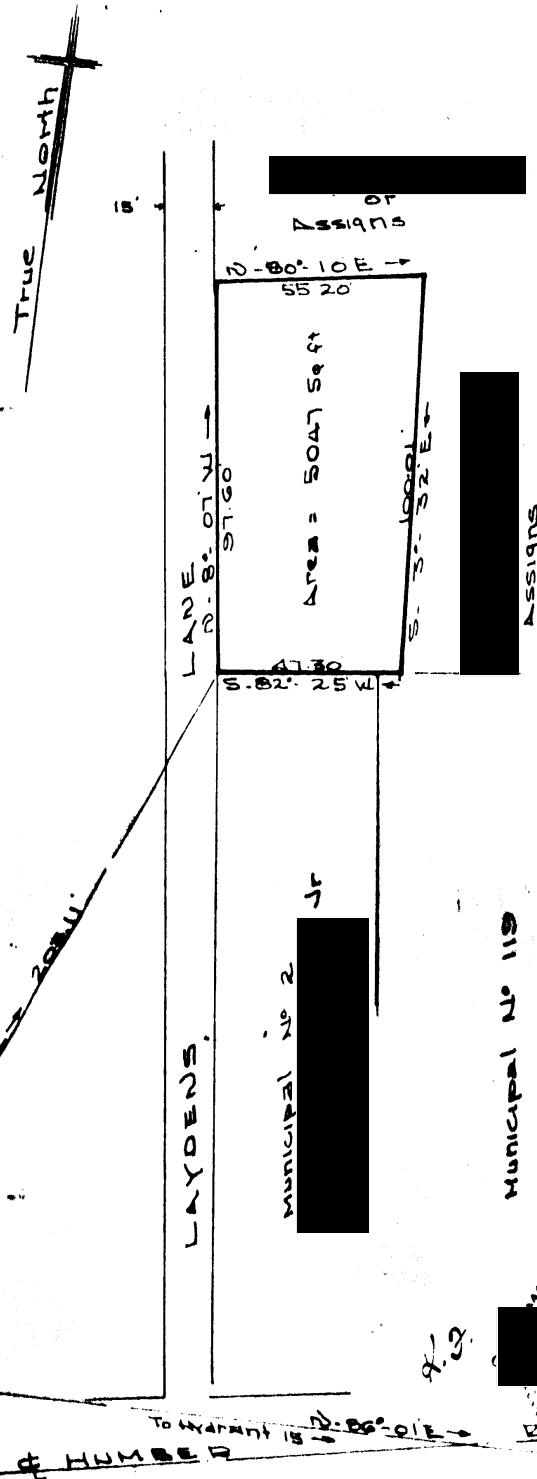
Bearings are from the true meridian.

Registered....11.....day ..A.P.M....
A.D. 19..83..at 9:50...clock 4...m
Roll.....497.....Frame1025.....
Fee Paid.....\$130.....Rec. No. 56598.3

3

4 9 7

1 0 2 8



Date 27-8-07

R. P. HUNT

DWG NO 1500-1

Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	Location of Land North Shore Highway			
			DRAWN BY:	DATE: 2025-08-20	SCALE: 1:1,000	FIGURE: 1
0	20	40	60	80	100 m	APPROVED BY: BDUFFY
					COORD SYS: NAD 1983 MTM ZONE 3	ZONE: OS/EC
						REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map.gzz

DESCRIPTION OF LAND FOR PHYLLIS M. YOUNG
Route 440, Corner Brook

All that piece or parcel of land lying west of Route 440, in the City of Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a point on the westerly limit of Route 440, the said point being found by running from monument no. 76G2452, south thirty four degrees eighteen minutes thirty nine seconds west (S 34° 18' 39" W) three hundred forty decimal two six two (340.262) metres;

RUNNING THENCE from the above described point of beginning by the westerly limit of Route 440, south seven degrees fifty five minutes thirty eight seconds east (S 7° 55' 38" E) ninety one decimal four four zero (91.440) metres;

THENCE RUNNING by Route 440 and by land of the City of Corner Brook, south eighty one degrees forty five minutes twenty two seconds west (S 81° 45' 22" W) sixty three decimal seven zero three (63.703) metres;

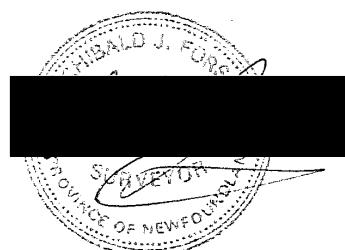
THENCE continuing by land of the City of Corner Brook, north thirty two degrees forty one minutes five seconds west (N 32° 41' 05" W) one hundred decimal four three nine (100.439) metres;

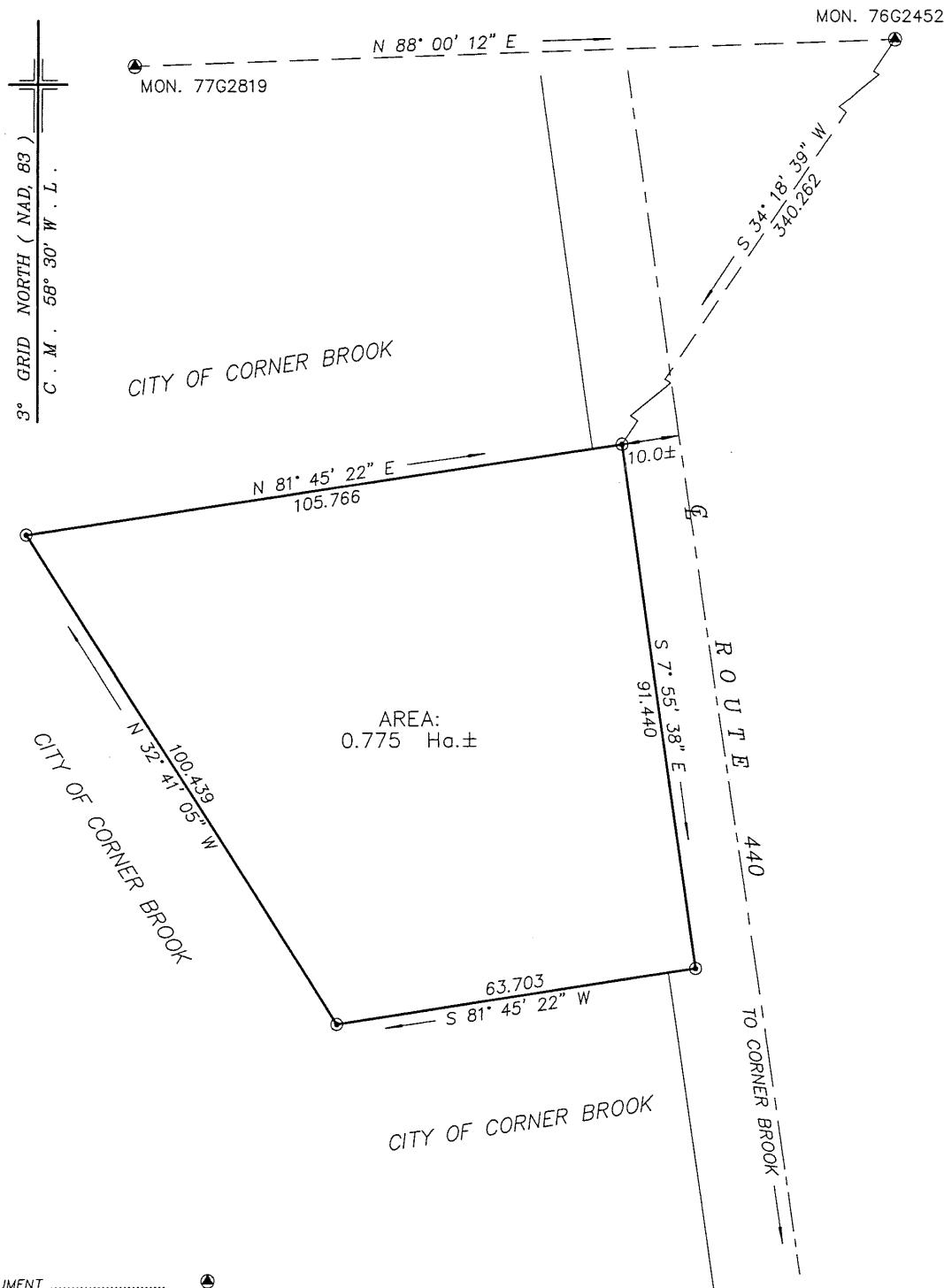
THENCE RUNNING by land of the City of Corner Brook and by Route 440, north eighty one degrees forty five minutes twenty two seconds east (N 81° 45' 22" E) one hundred five decimal seven six six (105.766) metres, more or less, to the point of beginning;

Containing an area of zero decimal seven seven five (0.775) hectare, more or less, and being more particularly shown on Yates and Woods Limited drawing no. 05209, dated August 24, 2005;

All bearings refer to 3° Grid North (NAD 1983) as referred to the Transverse Mercator Projection for Newfoundland with the Central Meridian at 58° 30' west longitude;

Yates and Woods Limited



LEGEND

CONTROL MONUMENT	▲
CAPPED IRON PIN	○
FOUND IRON PIN	■
POLE OR LIGHT STANDARD	●
HYDRANT	●
PROPERTY DEALT WITH	—
FENCE POST	FP ■
FENCE LINES	—X—X—
GUY WIRE	— —
POWER-TELEPHONE LINES	—...—
EASEMENTS	— —
CENTERLINE	—G—

REFERENCE MONUMENTS : 76G2452 N 5,425,333.255 E 349,409.430
77G2819 N 5,425,257.089 E 347,224.543

ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES
MEASURED IN METERS. (NO SCALE FACTOR)

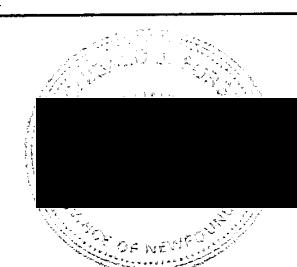
YATES AND WOODS LTD. NEWFOUNDLAND LAND SURVEYORS CO-OP BLDG. 5 PARK STREET P.O.BOX 434 CORNER BROOK, NF. A2H 6E3 TEL. 639-9177 E-mail: yatewood@nf.aibn.com		
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**SURVEY PLAN OF LAND FOR
PHYLLIS M. YOUNG, ROUTE 440, CORNER BROOK,
DISTRICT OF BAY OF ISLANDS, NL.**

SCALE: 1 : 1000

DWG. NO. 05209

DRAWN BY E.R.C.



DATE: AUGUST 24, 2005.

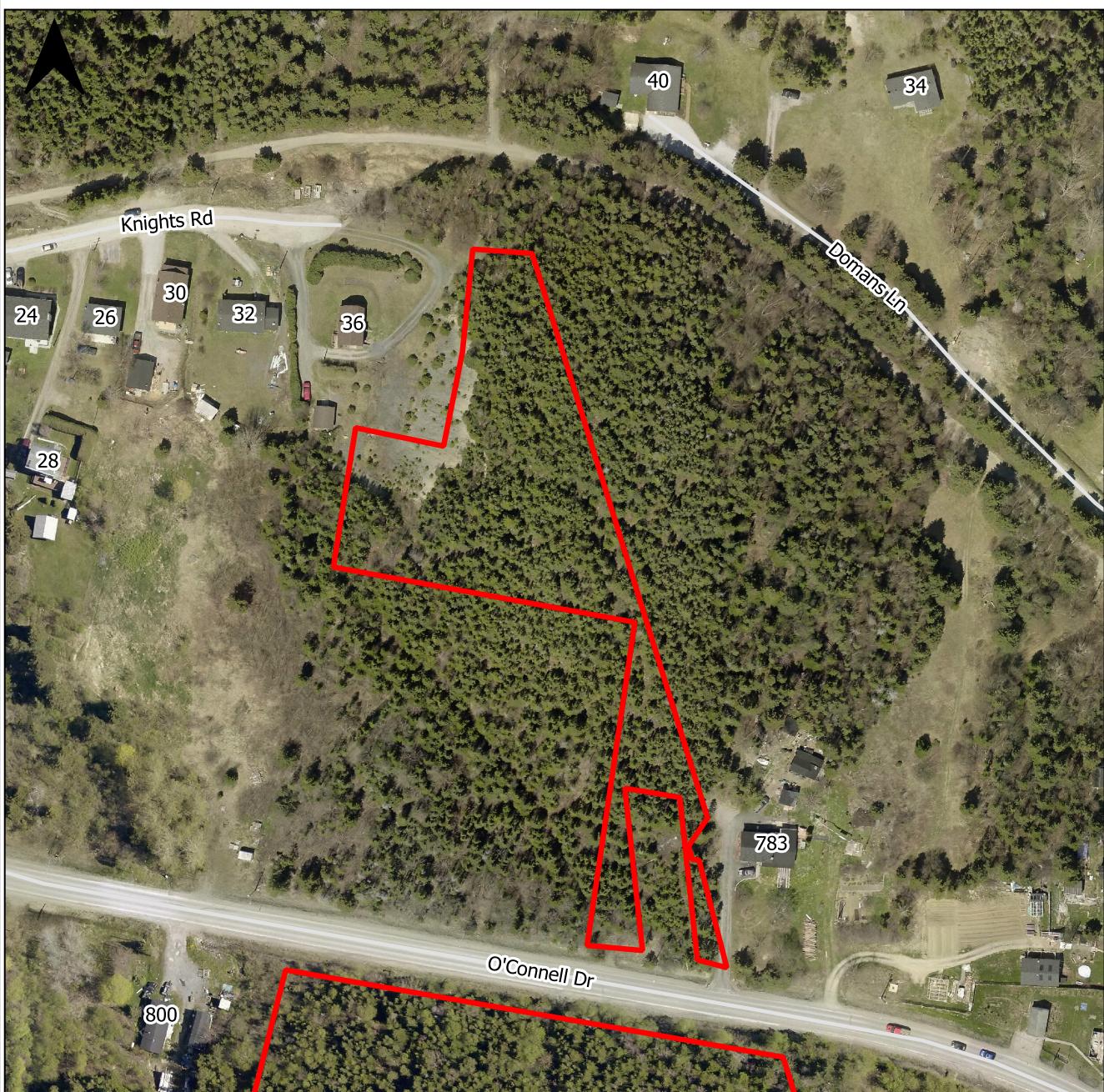
Schedule "A"



LEGEND		NOTES	 Location of Land North Shore Highway 047650			
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available				
0	10	20	30	40	50 m	DRAWN BY: BDUFFY DATE: 2025-07-10 SCALE: 1:750 FIGURE: 1
				APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: EP REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map.gaz

Schedule "A"



LEGEND		NOTES	 Location of Land O'Connell Drive 047924			
Tax Sales 2025 polygons						
0	30	60	90	120	150 m	DRAWN BY: DATE: 2025-07-10
						SCALE: 1:1,500 APPROVED BY: BDUFFY COORD SYS: NAD 1983 MTM ZONE 3 ZONE: OS/CRDA FIGURE: 1 REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map\047924

Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	Location of Land Paynes Road 048141			
			DRAWN BY:	DATE: 2025-07-10	SCALE: 1:500	FIGURE: 1
0 10 20 30 40 50 m			APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map.gaz

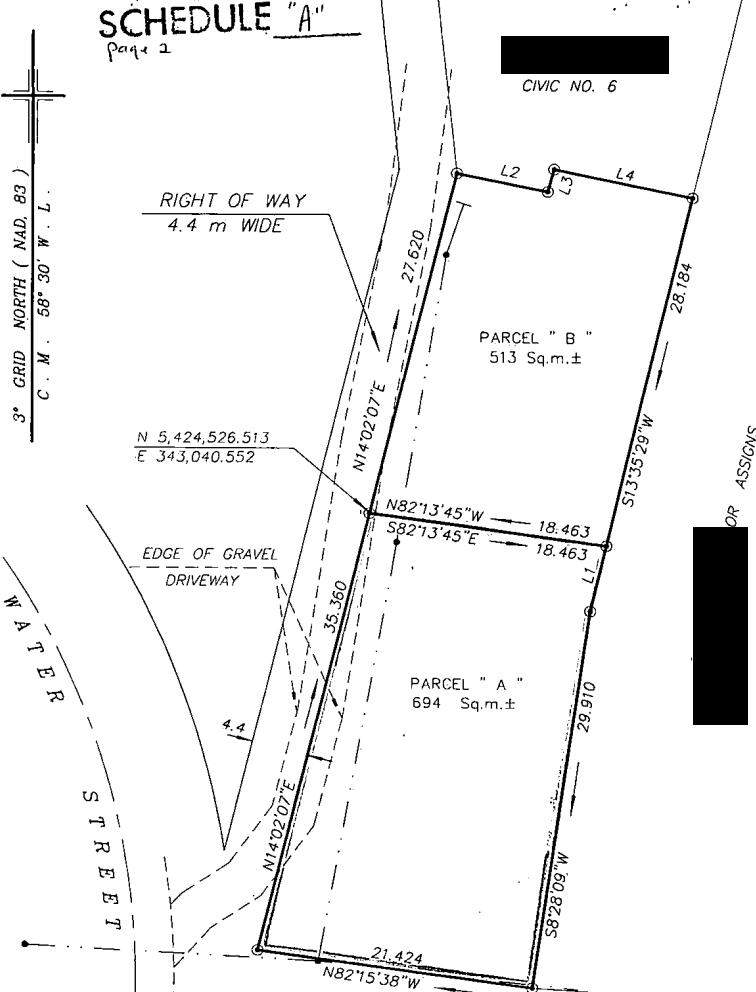
Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		<p>1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available</p>	Location of Land St. Aidens Road			
			DRAWN BY:	DATE: 2025-08-20	SCALE: 1:500	FIGURE: 1
0	10	20	30	40	50 m	APPROVED BY: BDUFFY
					COORD SYS: NAD 1983 MTM ZONE 3	ZONE: LI/RCM
						REVISION: 0

SCHEDULE "A"
Page 2

CIVIC NO. 6

**LEGEND**

- CONTROL MONUMENT
- CAPPED IRON PIN
- FOUND IRON PIN
- BOUNDARY LINE
- POLE OR LIGHT STANDARD
- HYDRANT
- FENCE POST
- FENCE LINES
- GUY WIRE
- POWER-TELEPHONE LINES
- EASEMENTS
- CENTERLINE

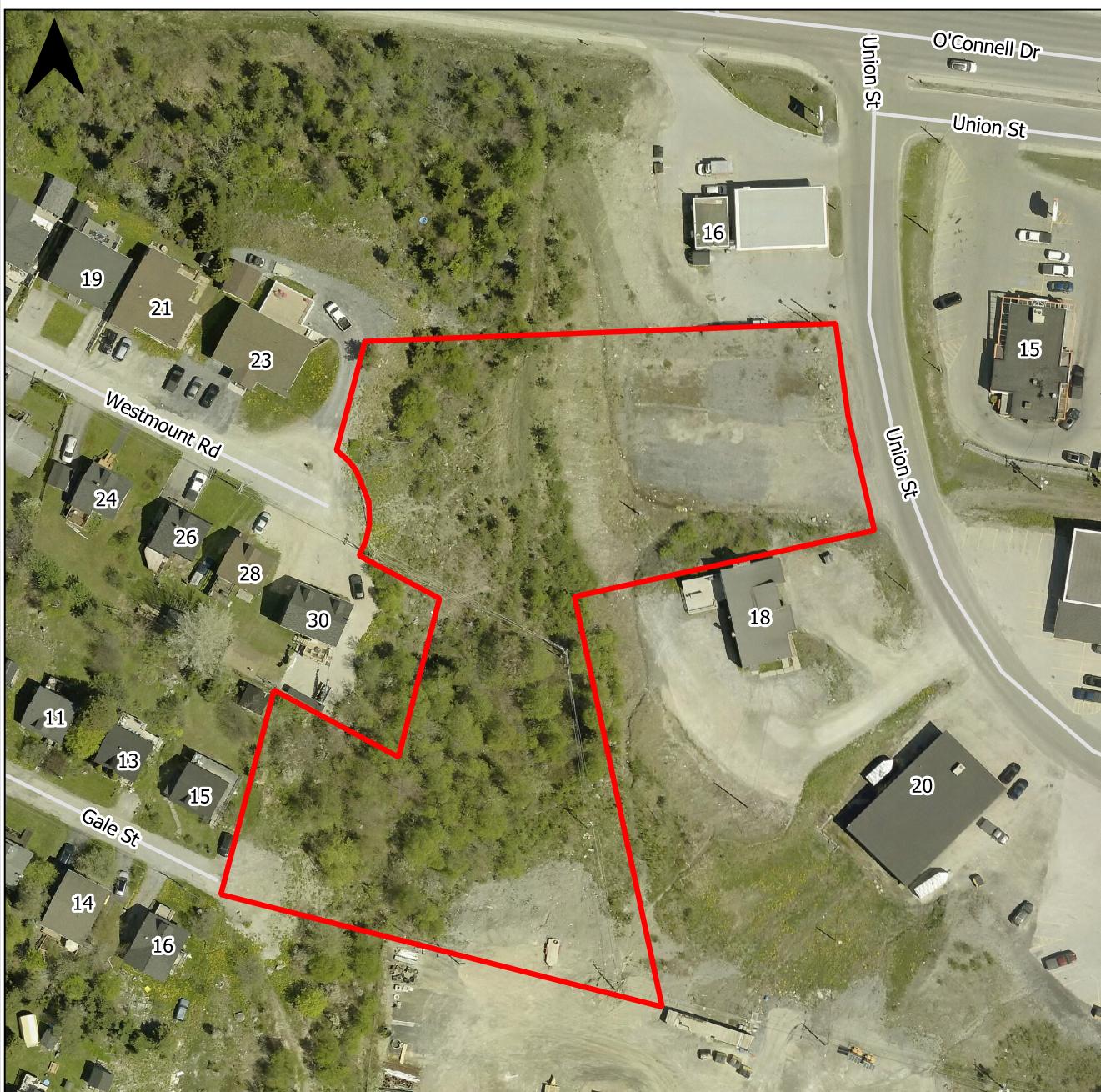
NUM	BEARING	DISTANCE
L1	S1335'29"W	5.256
L2	S78°25'32"E	7.170
L3	N15°16'41"E	1.840
L4	S78°13'01"E	10.940

REFERENCE MONUMENTS: 9405040 N 5,424,350.716 E 342,744.588
(COMBINED SCALE FACTOR : 0.999912)

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND
DISTANCES MEASURED IN METERS.

YATES AND WOODS LTD. NEWFOUNDLAND LAND SURVEYORS 53 CARIBOU ROAD P.O. BOX 434 CORNER BROOK, NL. A2H 6E3 TEL. 639-9177 E-mail: yatewood@nf.aibn.com		
SURVEY PLAN OF LAND FOR ROGER BROCKWAY, ST AIDENS ROAD CORNER BROOK, DISTRICT OF HUMBER WEST, NL.		
SCALE: 1 : 400	DWG. NO. 08305	DRAWN BY K B E
		DATE: AUG. 20, 2008

Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons			 Location of Land Union Street			
		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available				
0	20	40	60	80	100 m	
			DRAWN BY: 2025-08-20	DATE: 2025-08-20	SCALE: 1:1,000	FIGURE: 1
			APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: LI/OS	REVISION: 0

SCHEDULE "A" - 3 pages
DESCRIPTION OF LAND FOR MMR HOLDINGS
Union Street, Corner Brook

All that piece or parcel of land lying west of Union Street, in the City of Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a point on the westerly limit of Union Street, the said point being found by running from monument no. 94G5056, south seventy degrees twenty nine minutes thirty seconds east (S 70° 29' 30" E) three hundred eighty eight decimal three zero two (388.302) metres;

RUNNING THENCE from the above described point of beginning along the westerly limit of Union Street, south seven degrees twenty seven minutes forty four seconds east (S 7° 27' 44" E) seventeen decimal four five six (17.456) metres, and south twelve degrees forty minutes nineteen seconds east (S 12° 40' 19" E) twenty one decimal eight six zero (21.860) metres;

THENCE RUNNING by land of West Newfoundland Press Club, south seventy seven degrees seventeen minutes sixteen seconds west (S 77° 17' 16" W) fifty six decimal zero eight zero (56.080) metres;

THENCE RUNNING by land of West Newfoundland Press Club and by land of Optipress Inc., south thirteen degrees twelve minutes forty four seconds east (S 13° 12' 44" E) seventy nine decimal two seven zero (79.270) metres;

THENCE RUNNING by land of the City of Corner Brook, north seventy five degrees twenty three minutes twenty seconds west (N 75° 23' 20" W) eighty five decimal four two five (85.425) metres;

THENCE RUNNING by Gale Street, by land of [REDACTED] and by land of [REDACTED] north fourteen degrees seventeen minutes nine seconds east (N 4° 17' 09" E) thirty nine decimal three six three (39.363) metres;

THENCE RUNNING by land of [REDACTED] south sixty one degrees ten minutes forty seven seconds east (S 61° 10' 47" E) twenty five decimal nine zero eight (25.908) metres, north fourteen degrees seventeen minutes nine seconds east (N 14° 17' 09" E) thirty decimal four eight zero (30.480) metres, and north sixty one degrees ten minutes forty seven seconds west (N 61° 10' 47" W) sixteen decimal seven six four (16.764) metres;

THENCE RUNNING along the easterly end of Westmount Road, along a curve of radius fifteen decimal two four (15.24) metres, to a point being distant twenty decimal zero nine three (20.093) metres, as measured on a bearing of north eleven degrees fifty one minutes seven seconds west (N 11° 51' 07" W) from the last mentioned point;

THENCE RUNNING by land of [REDACTED] north fourteen degrees seventeen minutes nine seconds east (N 14° 07' 09" E) twenty decimal nine nine zero (20.990) metres;

(Continued)

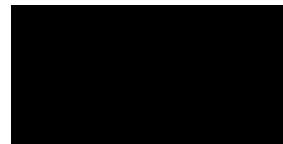
THENCE RUNNING by land of Lundrigans Limited or Assigns, and by land of Co-Op Basics Gas Bar, north eighty seven degrees forty seven minutes sixteen seconds east (N 87° 47' 16" E) eighty five decimal nine five three (85.953) metres, more or less, to the point of beginning;

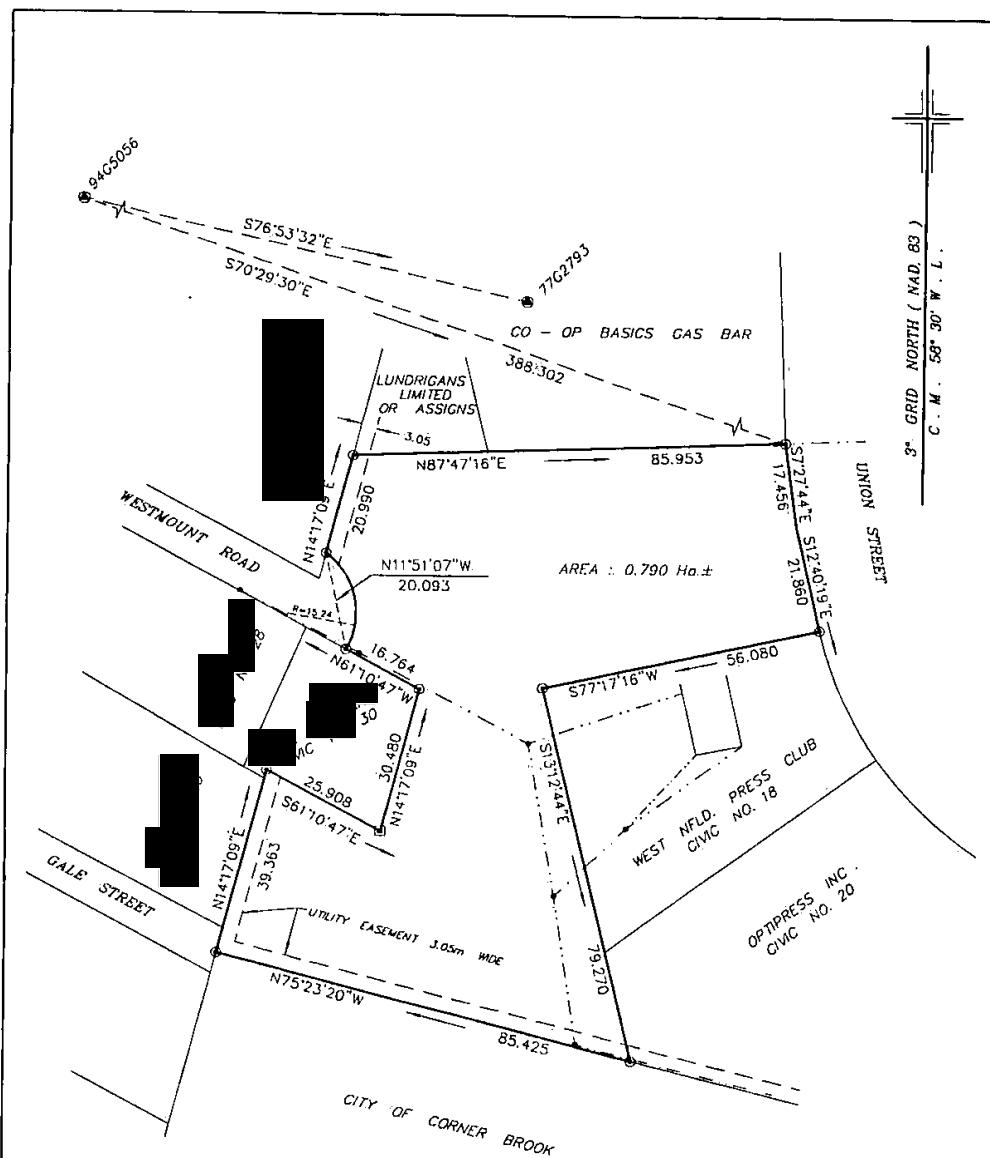
Containing an area of zero decimal seven nine zero (0.790) hectare, more or less, and being more particularly shown on Yates and Woods Limited drawing no. 02116, dated July 30, 2002;

Subject to a utility easement which extends unto the lot as shown on the aforementioned drawing;

All bearings refer to 3' Grid North (NAD 1983) as referred to the Transverse Mercator Projection for Newfoundland with the Central Meridian at 58° 30' west longitude;

Yates and Woods Limited





YATES AND WOODS LTD.		LAND SURVEYORS P.O.BOX 434 CORNER BROOK, NF. E-mail: yatewood@nlbifl.com
CO-OP BLDG. 5 PARK STREET A2H 6E3 TEL. 639-9177		
SURVEY PLAN OF LAND FOR MMR HOLDINGS, UNION STREET, CORNER BROOK, DISTRICT OF HUMBER WEST, NEWFOUNDLAND.		
SCALE: 1 : 1000	DWG. NO. 02116	DRAWN BY K.B.E.
		DATE: JULY 30, 2002

Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		<p>1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available</p>				
		Location of Land Verge Place				
0	6	12	18	24	30 m	
			DRAWN BY: 2025-08-20	DATE: 2025-08-20	SCALE: 1:300	FIGURE: 1
			APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map\ogz

4 2 5 9 2 1 7 9 9

DESCRIPTION OF LOT NO. 2 VERGE PLACE, CORNER BROOK, NEWFOUNDLAND.

All that piece or parcel of land situate and being at Verge Place, in the City of Corner Brook, Electoral District of Bay of Islands, Province of Newfoundland and Labrador, abutted and bounded as follows, that is to say:

The starting point can be found by running South seventy-nine (79) degrees seven (07) minutes twenty-five (25) seconds West seven hundred twenty decimal one six nine (720.169) meters from Control Survey Monument No. 77G2893, thence South seven (7) degrees fifty-nine (59) minutes West eighteen decimal six six nine (18.669) meters.

Thence from the above described starting point by property bearing Municipal No. 10 Billiards Road South seven (7) degrees fifty-nine (59) minutes West eighteen decimal six six nine (18.669) meters, thence by property bearing Municipal No. 14 Billiards Road and property bearing Municipal No. 8 Verge Place North eighty-one (81) degrees fifty-five (55) minutes thirteen (13) seconds West twenty-five decimal nine zero eight (25.908) meters, thence along the Eastern limit of Verge Place North seven (7) degrees fifty-nine (59) minutes East sixteen decimal six six four (16.664) meters, thence by Lot No. 1 South eighty-one (81) degrees fifty-five (55) minutes fifty-three (53) seconds East twenty-five decimal nine zero eight (25.908) meters to the point of beginning.

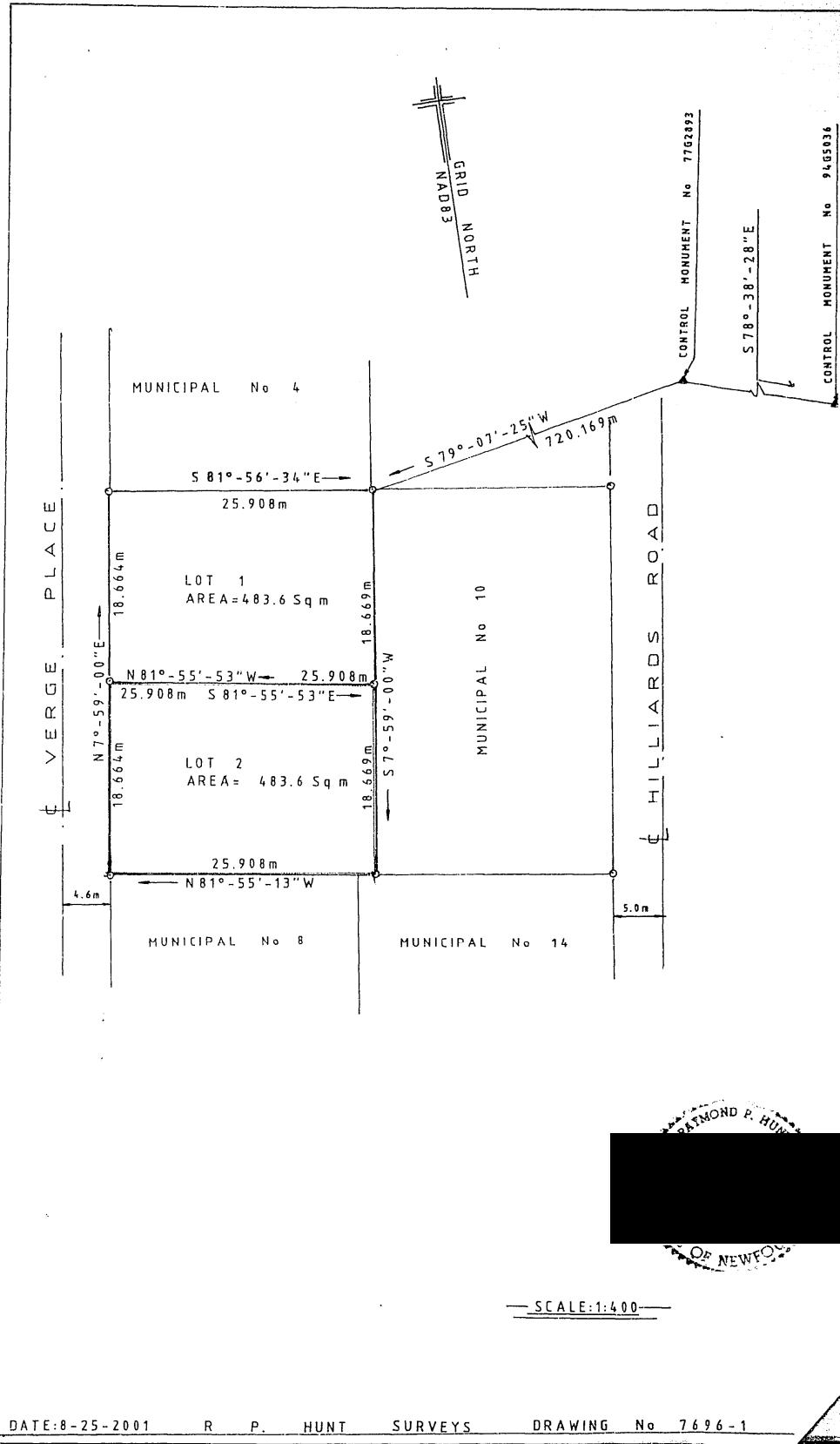
The herein described lot is shown and delineated in red on a plan hereto attached and contains an area of four hundred eighty-three decimal six (483.6) square meters.

Bearings are referred to the Meridian of Fifty-eight (58) Degrees Thirty (30) Minutes West Longitude of the Three Degree Transverse Mercator Projection NAD 83 Datum.

DA1

RAYMOND R. GUNN
N.E. Of Verge Place

4 2 5 9 2 1 8 0 0

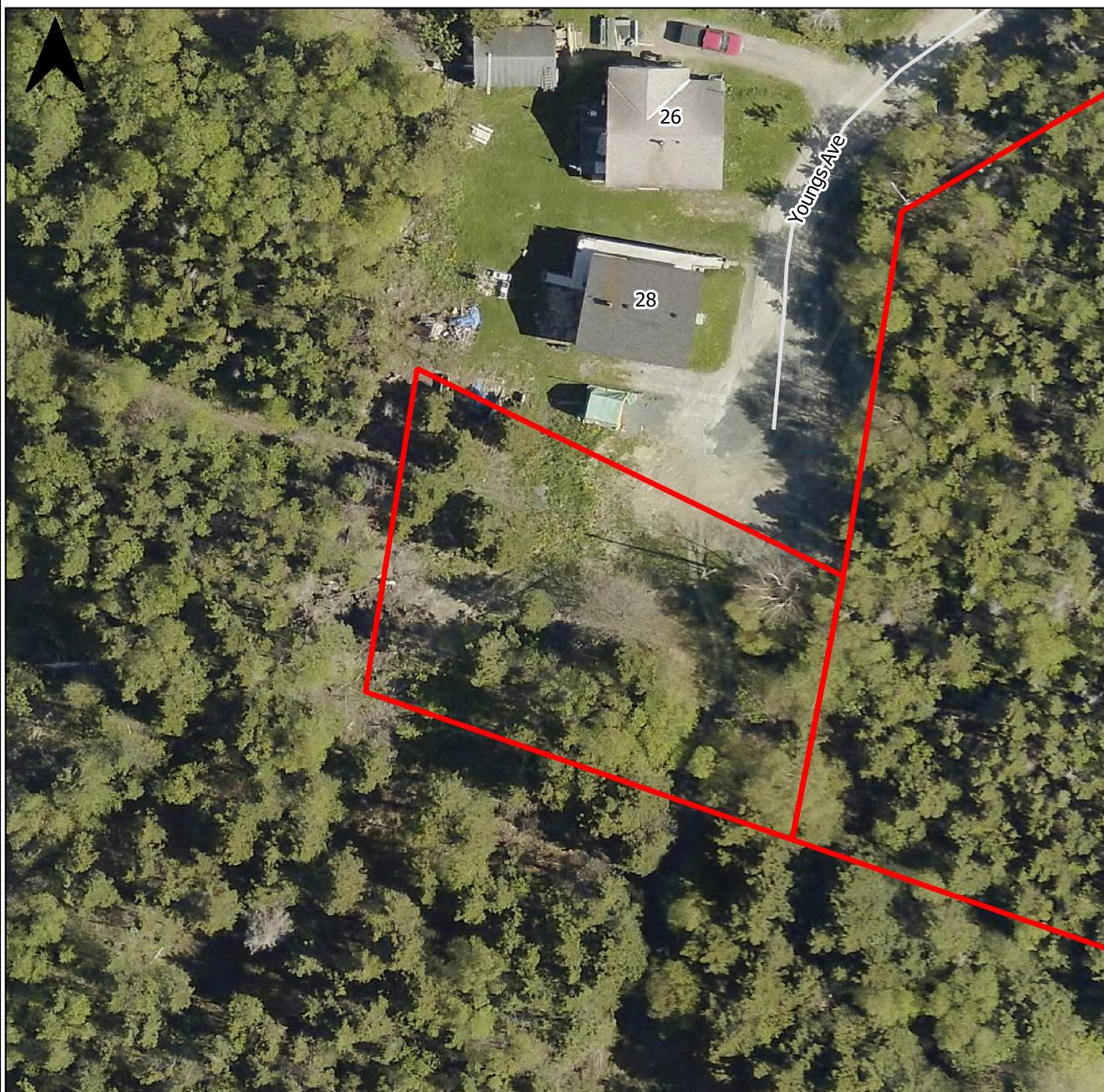


Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	Location of Land Youngs Avenue 051054			
			DRAWN BY:	DATE: 2025-07-10	SCALE: 1:750	FIGURE: 1
0 10 20 30 40 50 m		APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: OS	REVISION: 0	

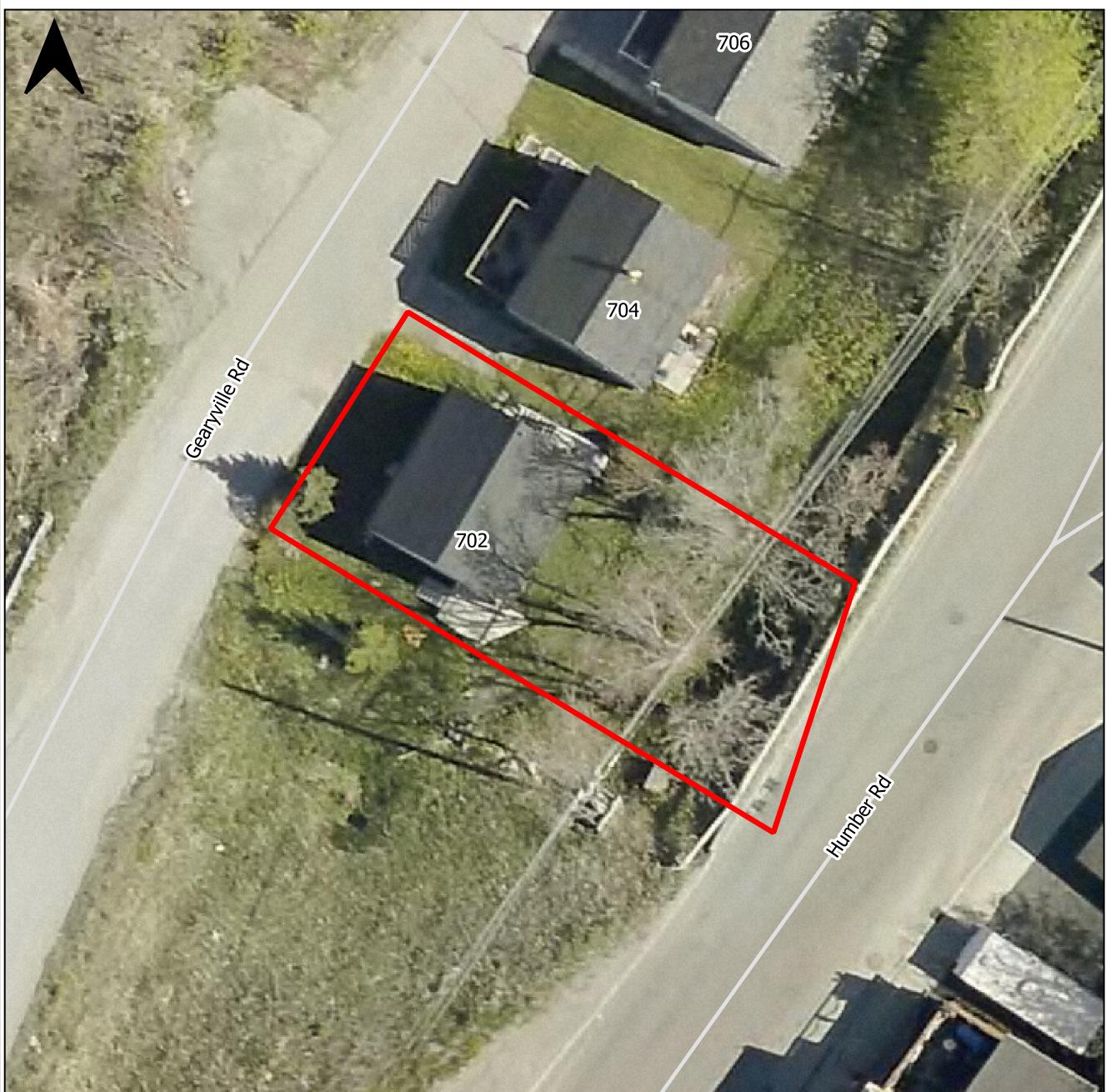
Schedule "A"



LEGEND		NOTES	 Location of Land Youngs Avenue 051055			
Tax Sales 2025 polygons						
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	DRAWN BY: B DUFFY	DATE: 2025-07-10	SCALE: 1:500	FIGURE: 1
0	10	20	30	40	50 m	APPROVED BY: B DUFFY
						COORD SYS: NAD 1983 MTM ZONE 3
						ZONE: OS
						REVISION: 0

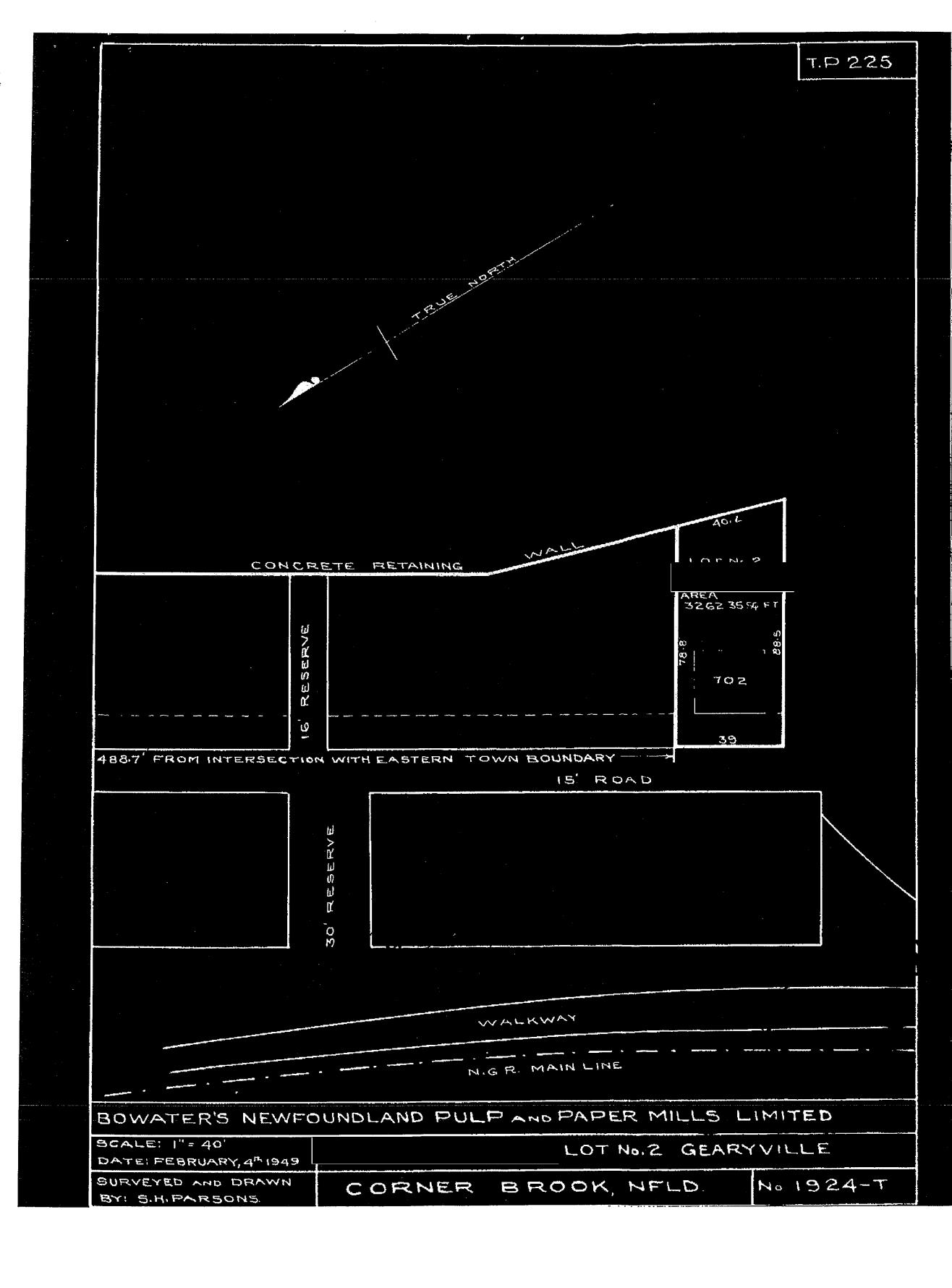
Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map.gaz

Schedule "A"



LEGEND		NOTES	CORNERBROOK			
Tax Sales 2025 polygons		1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available	Location of Land 702 Gearyville Road			
			DRAWN BY:	DATE: 2025-09-05	SCALE: 1:250	FIGURE: 1
0	5	10	15	20	25 m	APPROVED BY: BDUFFY
						COORD SYS: NAD 1983 MTM ZONE 3
						ZONE: OS
						REVISION: 0

Project Path: E:\Users\bduffy\Desktop\QGIS Files\Master Map\ogz





Request for Decision (RFD)

Subject: Discretionary Use - 33 Lear's Road - Home Based Business Office

To: Deon Rumbolt
Meeting: Regular Meeting - 08 Sep 2025
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Discretionary Use - 33 Lear's Road
Attachments: [Figure 1 - 33 Lear's Road](#)
[Application - 33 Lear's Road](#)

PROPOSED RESOLUTION:

The City of Corner Brook has received an application to operate a home based business (baked goods) from the dwelling located at 33 Lear's Road which is located in a Residential Medium Density Zone. A home based business is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. It has been conveyed to the City that there will be visitors to the property by appointment on approximately two days per week to pick up their baked goods. It is not anticipated that this will create traffic problems in this area and there is sufficient parking on the property to allow for an extra parking space for the home based business. A notice was delivered to the residents in the immediate area of 33 Lear's Road indicating the above mentioned request. As a result of this notice, no submissions were received.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option #1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business from the dwelling located at 33 Lear's Road in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business from the dwelling located at 33 Lear's Road in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

Approved - 02 Sep 2025

Director of Engineering, Development and Operational Services	Approved - 02 Sep 2025
City Manager	Approved - 02 Sep 2025
Administrative Assistant	Approved - 03 Sep 2025

City Manager

 City of Corner Brook Community Services Department Planning Division 5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com	PROJECT: Discretionary Use	NOTES: THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.	LOCATION: 33 Lear's Road		
	TITLE: Home Based Business		PREPARED BY: J. King	DEPARTMENT: Development & Planning	
	DATE: 2025-09-02	PAGE: 1 OF 1	VERSION: 1		

CITY OF CORNER BROOK

BUILDING INSPECTION OFFICE, COMMUNITY SERVICES, CITY HALL, 637-1500

BUILDING PERMIT / DEVELOPMENT APPLICATION

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT _____		DATE: AUGUST 17, 2025
ADDRESS: 33 LEARS RD		
CITY: CORNER BROOK	PROVINCE: NL	
POSTAL CODE: A2H1W2	TELEPHONE: _____	
PROPERTY LOCATION: 33 LEARS RD, CORNER BROOK, A2H1W2		
BUILDER: NA		
ADDRESS: _____		
CITY: _____	PROVINCE: _____	
POSTAL CODE: _____	TELEPHONE: _____	

BUILDING PERMIT APPLICATION (Please check appropriate box)		
<u>BUILDING TYPE</u>	<u>CONSTRUCTION TYPE</u>	PATIO / DECK <input type="checkbox"/>
ASSEMBLY <input type="checkbox"/>	ERECT (NEW) <input type="checkbox"/>	CARPORT / GARAGE <input type="checkbox"/>
INSTITUTIONAL <input type="checkbox"/>	REPAIR <input type="checkbox"/>	ACCESSORY BUILDING <input type="checkbox"/>
RESIDENTIAL <input type="checkbox"/>	EXTEND <input type="checkbox"/>	APARTMENT <input type="checkbox"/>
BUSINESS / SERVICE <input type="checkbox"/>	ALTERATION <input type="checkbox"/>	RETAINING WALL <input type="checkbox"/>
MERCANTILE <input type="checkbox"/>	SIGN <input type="checkbox"/>	DRIVEWAY <input type="checkbox"/>
INDUSTRIAL <input type="checkbox"/>	POOL <input type="checkbox"/>	OTHER <input type="checkbox"/>

DEVELOPMENT APPLICATION (Please check appropriate box)		
<u>DEVELOPMENT TYPE</u>	SITE DEVELOPMENT <input type="checkbox"/>	
RESIDENTIAL DEMOLITION <input type="checkbox"/>	HOME BASED BUSINESS <input checked="" type="checkbox"/>	
COMMERCIAL DEMOLITION <input type="checkbox"/>	NEW BUSINESS <input type="checkbox"/>	
SUBDIVISION / CONSOLIDATION OF PROPERTY <input type="checkbox"/>	CHANGE OF USE <input type="checkbox"/>	
NEW BUILDING (RESIDENTIAL / COMMERCIAL) <input type="checkbox"/>	RELOCATION OF BUILDING <input type="checkbox"/>	
	OTHER <input type="checkbox"/>	

DESCRIPTION OF WORK:		
NA		

ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ NA		

DECLARATION:		
I hereby apply for permission to carry out the development herein. I declare that all the information given by me in connection with this application is true and correct to the best of my belief and that the development described, if permitted, will be carried out in accordance with all applicable laws and regulations of the Province of Newfoundland and Labrador and the City of Corner Brook.		
NOTE:		
Where the Applicant and Property Owner are not the same, the signature of the Property Owner may be required before the application can be processed.		
SIGNED BY: _____	APPLICANT: _____	WITNESS: _____
PROPERTY OWNER: _____		

**THIS APPLICATION IS NOT VALID UNTIL COMPLETED AND SIGNED
SEE REVERSE FOR FEES AND CONDITIONS**



Request for Decision (RFD)

Subject: 75th Annual MNL Conference, Trade Show, and AGM

To: Darren Charters
Meeting: Regular Meeting - 08 Sep 2025
Department: City Manager
Staff Contact: Jessica Smith, City Clerk
Topic Overview: MNL has requested an in-kind contribution request

BACKGROUND INFORMATION:

MNL has requested an in-kind contribution of \$24,335 to cover Civic Centre facility rental costs during the Conference, Trade Show, and AGM taking place in Corner Brook during November 20-22, 2025. While recognizing the significance of this milestone event and value in our partnership with MNL, we must balance our support with fiscal responsibility.

It is staff's recommendation to offer an in-kind contribution of half of the projected rental cost up to a maximum of \$12,167.50. For context, the City provided a \$5,000 contribution during the last MNL Conference held in Comer Brook, and we believe this increased support would reflect our ongoing commitment to MNL and its members.

PROPOSED RESOLUTION:

Be it **RESOLVED** to approve the in-kind contribution of half of the projected rental costs up to a maximum of \$12167.50.

City Clerk	Approved - 22 Aug 2025
City Manager	Approved - 25 Aug 2025
Administrative Assistant	Approved - 02 Sep 2025

City Manager



Information Report (IR)

Subject: Notice of Motion - Garbage and Refuse Regulations 2025

To: Darren Charters
Meeting: Regular Meeting - 08 Sep 2025
Department: Engineering
Staff Contact: Donny Burden, Director of Engineering, Development and Operational Services
Topic Overview: The following notice is being provided for proposed changes to the City's Garbage and Refuse Regulations.
Attachments: [Garbage and Refuse Regulations - June 8, 2015](#)
[Proposed Garbage Regulations 2025](#)

BACKGROUND INFORMATION:

The City of Corner Brook is introducing a new automated garbage collection system, which will utilize designated curbside carts and implement a dual-stream recycling approach. To support the rollout of this enhanced program, staff have conducted a thorough review of the existing Garbage Bylaw and identified several necessary amendments to ensure alignment with the new collection model.

In accordance with section 39 of the City of Corner Brook Act, a regulation shall not be considered by the Council without written notice having been given at a previous meeting. Therefore, notice is hereby given that at the next public meeting of Council, the Committee of the Whole Meeting on Monday, September 22nd the following motion will be brought forward:

Pursuant to powers vested in it under section 207, 208, 209, 210, 280.1, 280.2 and 280.4 of the City of Corner Brook Act R.S.N. L 1990, c. C15, as amended, and all other powers enabling, the Corner Brook City Council, here rescinds the existing Garbage and Refuse Regulations 2015 and enacts the Garbage and Refuse Regulations, 2025.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations

Legal Review: Yes

LEGAL REVIEW:

The Regulation has undergone legal review by the City's solicitor.

Assistant Director of Engineering	Approved - 05 Sep 2025
City Manager	Approved - 05 Sep 2025
Legislative Assistant	Approved - 05 Sep 2025

City Manager

THE CITY OF CORNER BROOK GARBAGE AND REFUSE REGULATIONS 2015

PURSUANT to the powers vested in it under Sections 207, 208, 209, 210, 280.1, 280.2 and 280.4 of the *City of Corner Brook Act*, R.S.N.L. 1990, c. C-15, as amended, and all other powers it enabling, the Comer Brook City Council, in a session convened on the 8th day of June 2015, hereby passes and enacts the following regulations

1. These Regulations may be cited as the *City of Corner Brook Garbage And Refuse Regulations*.
2. For the purpose of these Regulations:
 - (a) "Approved Storage Container" means a watertight, sealable container made of impermeable material that when closed is not accessible by rodents, pests, birds, and other animals and may include but is not limited to dumpsters, sheds, and wooden boxes that otherwise meet this criteria;
 - (b) "Boxboard" means thin, lightweight cardboard and includes but is not limited to that which is used for packaging cereal boxes, tissue boxes, shoe boxes paper towel rolls and the like;
 - (c) "Bulk Items" means any item that is too large or bulky to be contained within a "Plastic Disposable Bag" as defined in s. 12 herein and/or has a weight in excess of 22.5 kilograms and includes but is not limited to stoves, refrigerators, dishwashers, clothes washers, clothes dryers, furnaces, boilers, bed springs, mattresses, furniture, fencing, tree trunks or large branches, boxes and barrels and the like.;
 - (d) "City" means the City of Corner Brook;
 - (e) "Commercial Property" means any property or building that is used or designed for use for business, commercial, industrial or institutional purposes;
 - (f) "Commercial Waste" means waste from a commercial property.
 - (g) "Corrugated Cardboard" means containers or materials used in containers consisting of three or more layers of kraft paper and having smooth exterior liners and a corrugated or rippled core;
 - (h) "Council" means Corner Brook City Council;
 - (i) "Director" means the Director of Operational Services for the City;
 - (j) "Divertible Material" includes Corrugated Cardboard, paper, wood, aluminum and steel, materials not accepted by the Western Regional Service Board, or are charged a divertible surcharge at Wild Cove Landfill.
 - (k) "Excluded Material" means Corrugated Cardboard and fiber products that are contaminated with blood, grease, oil, food residue, wax or have polyethylene, polystyrene, foil, or other non

paper liners and those which are contaminated with a material that will render the corrugated cardboard not marketable;

(l) "Garbage" includes:

(i) all rejected, thrown out, abandoned or discarded household, excrement of humans and animals, restaurant, hotel, shop, store or merchandise or industrial waste matter, ashes, glass, crockery, tin cans, metal, household utensils, garden refuse and waste including dead branches, leaves, bushes, weeds and plants, small and light household furniture or furnishings, bedding, wearing apparel, floor sweepings, barrels, and other discarded or thrown out receptacles, disposable undergarments and their normal contents from humans; and

(ii) All material contained in the definition of Excluded Material above;

but excludes

(iv) Bulk Items, Household Hazardous Material, Industrial Waste, Commercial Waste, and Recyclable Material as defined in these Regulations;

(v) Non-collectable waste as described in Section 33 of these Regulations;

(m) "Garden Waste" means the waste material from gardens, consisting of grass clippings, dead branches, leaves, bushes, weeds, plants and other similar material;

(n) "Household" means any residential dwelling unit designed and intended for occupation by a single family, whether occupied by a single family or not;

(o) "Household Hazardous Material" include hazardous materials originating from a Household including but not limited to antifreeze, batteries, cleaners, fuels, motor oils and filters, paint and paint products, pesticides and herbicides, medications, propane tanks, aerosol cans, thermometers and thermostats.

(p) "Industrial Waste" means all materials produced as a by product of industrial processes including

i) plaster, wood and stone, from excavations, building construction, repair, alterations, maintenance, or demolition;

ii) debris from any building removed, destroyed by fire or any other cause; and

iii) material from manufacturing processes, manure, slaughter house offal, fish offal, waste from garages and service stations, condemned matter or waste from factories, foundries or commercial boiler furnaces;

(g) "Inspector" means any Municipal Enforcement Officer appointed pursuant to s. 211 of the *City of Corner Brook Act*, or any person appointed by Council to act as an Inspector under this regulation;

(r) "Multi-unit residential" means a registered residential building registered on the City of Corner Brook tax roll as exceeding 10 units that share a common entrance.

(s)"Occupant" of any property means a person who

- (i) owns the property;
- (ii) resides at the property;
- (iii) conducts business at the property;
- (iv) is in physical possession of the property; or
- (v) has responsibility for, and control over, the condition of the property, the activities conducted on the property and the persons allowed to enter the property; For purposes of these Regulations there may be more than one occupant of the same property;

(t)"Recyclable Material" means wood fiber products including, but not limited to, newspapers, flyers, glossy magazines, telephone books, office paper, shredded paper, soft covered books, hard covered books with covers removed, corrugated cardboard and boxboard not included in the definition of Excluded Material above.

GENERAL PROHIBITION

3. No Occupant of a property in the City shall store or dispose of or permit or allow storage or disposal of Garbage, Recyclable Material, Household Hazardous Materials, Commercial Waste, Bulk Items, Excluded Materials, Recyclable Material, Divertible Material or Industrial Waste in the City except in the manner as provided in these Regulations.

MATERIALS REMOVAL

4. No Occupant of any property in the City shall permit or allow any Garbage, Recyclable Material, Household Hazardous Materials, Bulk Items or Industrial Waste to accumulate, be, or remain in, on, or about any such property, except in a suitable container as set out in these Regulations and then only for the period permitted under these Regulations, or until directed to remove the same by an Inspector.

5. No Occupant of any property shall permit any containers containing Garbage or Recyclable Material to remain upon the property for a period longer than seven days without placing same for collection by the City in the manner herein provided.

6. No Occupant of any property shall permit any Industrial Waste to remain upon the property for a period longer than seven days.

7. No Occupant of any property shall permit any Household Hazardous Material to accumulate on the property.

8. No Occupant of any property shall permit any Bulk Items to accumulate on their property except in accordance with section 34 herein.

9. (i) An Inspector may at any time, by a direction in writing, require the Occupant of any property in the City to forthwith clean up and remove at the expense of such Occupant, and to the satisfaction of such Inspector, all Garbage, Recyclable Material, Household Hazardous Material, Bulk Items, Commercial Waste, Excluded Material, Divertable Material or Industrial Waste from such property by a specific date, which date shall be not less than six days from the date of service of the written direction.

(ii) An Inspector may at any time, by a direction in writing, require the Occupant of any property in the City to forthwith cover their Garbage with a net or blanket that is acceptable to the Inspector and/ or to cover it in a manner that is acceptable to the Inspector.

10. In the event of the failure or neglect of any Occupant of a property to clean up and remove all Garbage, Recyclable Material, Household Hazardous Material, Commercial Waste, Excluded Material, Divertible Material, Bulk Items or Industrial Waste from the property, after being directed by an Inspector so to do, such Inspector may cause all such Garbage, Recyclable Material, Household Hazardous Material, Bulk Items or Industrial Waste to be cleaned up and removed and the cost of the clean up and removal shall be paid by the Occupant to the City and shall be collectable as a civil debt of the Occupant to the City.

SUITABLE CONTAINERS FOR STORAGE

11. The Occupant of every property in the City shall not allow Garbage and Recyclable Materials to accumulate from or on such property unless it is stored in accordance with the following and as otherwise set out in these Regulations:

- (i) such accumulation in no instance exceeds the permissible timelines as otherwise set out in these Regulations, including but not limited to those timelines specified in sections 5, 6, 7, and 8;
- (ii) the Garbage is kept in Plastic Disposable Bags as defined in section 12 herein and Recyclable Materials are kept in accordance with section 18 herein which Garbage and Recyclable Materials are then contained within an Approved Storage Container;
- (iii) the Approved Storage Container is kept in a good condition of repair and in a sanitary condition;
- (iv) the Approved Storage Container is cleaned, constructed and maintained in a manner that prevents pests, rodents, gulls, crows, dogs, cats, and other scavengers from entering the Approved Storage Container or otherwise accessing the Garbage and Recyclable Materials and/or tearing open the Plastic Disposable Garbage Bags;
- (v) the Approved Storage Container is cleaned, constructed and maintained in a manner that prevents the Garbage and Recyclable Materials and Plastic Disposable Garbage Bags from becoming wet; and

(vi) the Approved Storage Container is located at least three (3) metres from a City street and from the property boundary.

SUITABLE CONTAINERS FOR COLLECTION

12. Garbage that has been placed for collection must be contained in Plastic Disposable Bags that are closed, securely fastened, and meet the following criteria:

- a) have a volume capacity of not less than 20 litres and not more than 80 litres;
- b) have a thickness of at least 1 millimetre;
- c) have an overall length of not more than 1 meter when empty; and
- d) are strong enough to hold 22.5 kilograms.

This includes small plastic bags commonly referred to as kitchen catchers but does not include small plastic bags commonly referred to as supermarket or shopping bags.

13. Garbage placed in Plastic Disposable Bags for collection must then be:

- a) covered with a weighted nylon or polyester net with a maximum mesh size of 25mm x 25mm acceptable to the inspector;
- b) covered with a blanket acceptable to the inspector so as to ensure it provides adequate coverage, does not blow off the garbage, is easily removable by the garbage collector and does not blow away once the garbage has been removed; or
 - a) (c) placed in water tight cans made of not less than 28 gauge metal or other impermeable material which meet the following criteria; are equipped with a cover of metal or other impermeable material;
 - b) are equipped with handles;
 - c) have a volume not less than 25 litres and not more than 90 litres;
 - d) have a height of not less than 50 centimeters nor more than 80 centimeters;
 - e) have a diameter of not less than 40 centimeters nor more than 50 centimeters;
 - f) is strong enough to hold 22.5 kilograms;
 - g) has not been used for storage of loose garbage or refuse; and
 - h) has a cover affixed to or connected with the body of the container in such a manner as to ensure ease of access and so that the cover does not become separated from the body of the container.

14. Only Garbage that has been placed in accordance with sections 12 and 13 herein will be collected. Garbage will not be collected from Approved Storage Containers and Occupants must ensure that any Garbage that has been stored is removed from any storage containers and placed for collection on the collection day assigned for that property.

15. Occupants shall ensure that containers used to contain garbage placed for collection, and blankets or nets used to cover garbage placed for collection, are removed no later than 10:00 p.m. on the day of collection. .

16. Garbage shall not be stored or placed for collection in any paper, cardboard carton, cardboard box, or any receptacle other than those approved storage and collection containers as set out in sections 11, 12, and 13 herein.

17. Excretes or litter from domestic animals including household pets such as dogs and cats must be double bagged and securely tied in watertight bags and mixed with other Garbage;

18. Recyclable Materials shall be stored and collected either:

- i) In Translucent Blue Plastic Disposable Bags which meet the following criteria;
 - a) have a volume capacity of not more than 80 litres;
 - b) have a thickness of at least 1 1/2 millimeter;
 - c) have an overall length of not more than 1 meter when empty;
 - d) are strong enough to hold 22.5 kilograms; e) are -translucent; and
 - f) are not small plastic bags commonly referred to as supermarket or shopping bags or kitchen catchers; or
- ii) By being tied in neat bundles not exceeding 22.5 kilograms.

19. All wet Garbage that is stored or placed for collection shall be thoroughly strained, wrapped in paper and securely tied before placing in Plastic Disposable Bags.

COLLECTION OF MATERIALS

20. The Occupants of any property in the City shall not put out for collection more than four (4) Plastic Disposable Bags on any one collection day, save and except for during the annual spring clean up or other special collection days as described in s. 21 and save and except for multi-unit residential properties which may put out for collection no more than four (4) Plastic Disposable Bags per unit subject to the provisions of s.38 and 39 of these Regulations. For example no more than 20 bags of garbage will be accepted from a 5 unit building. This four (4) bag limit applies regardless of the size of the bag. For example, kitchen catchers, though smaller than standard garbage bags are also subject to the four (4) bag limit.

21. Annual spring clean up week and other special collection days will be fixed by the Director from time to time.

22. If the Occupants of any property in the City require collection of more than four (4) Plastic Disposable Bags or their equivalent they may do so by purchasing from the City or a distributor authorized by the City a bag permit or sticker to affix it to a bag or container for a fee to be set by Council, which fee may be set in the annual City budget, and this shall permit the collection of one additional bag on a collection day.

23. No Garbage or Recyclable Materials shall be put out for collection prior to 5:00 p.m. on the day before the date designated for collection in the area.
24. Sharp objects shall only be disposed of in sealed and puncture resistant containers and hypodermic needles or sharp devices or instruments designed and intended for medical use shall only be disposed of in a sealed container which is designed for the disposal of medical sharps.
25. Containers and all other pieces or parcels of Garbage and Recyclable Materials intended for collection by the City shall be placed near the sidewalk close to the curb, or where this is impossible or impractical, upon the property from which the Garbage and Recyclable Material is to be collected, but in no case shall the Garbage and Recyclable Material intended for removal be placed more than three meters from the sidewalk, or the edge of the road.
26. No person, other than persons authorized by the City so to do, shall pick over, remove, disturb or otherwise interfere with any Garbage or Recyclable Material placed for removal by the City, whether or not the same is contained in containers.
27. No person shall permit any animal owned by such person or under that person's control to pick over, interfere, disturb, remove or scatter any material placed out for collection.
28. The Collection Commencement Time for Garbage and Recyclable Materials is 8:00 a.m. on such days as set by the Director from time to time. Garbage and Recyclable Material shall not be left out for collection later than 12 hours after the Collection Commencement Time.

MATERIAL NOT COLLECTED

29. All Garbage or Recyclable Materials placed for collection in a manner not permitted by these Regulations will not be collected and such Garbage or Recyclable Materials shall be removed by the Occupant not later than 12 hours after the Collection Commencement Time.
30. If for any reason the contents of any container shall become wet and of a fluid consistency the same shall not be collected by the City.
31. Industrial Waste will not be collected by the City but shall be disposed of by the Occupant of the property where the Industrial Waste is created or stored.
32. Automotive tires, sheet iron, scrap metal, car bodies and the carcasses of any animal shall not be collected by the City.
33. Bulk items shall not be included with Garbage or Recyclable Materials placed for collection but may be stored until spring clean-up week or other special collection day, unless otherwise directed by an Inspector under the provision of Section 9 of these Regulations. Broken or discarded household appliances and household furniture or furnishings shall be picked up during the clean up period.
34. Commercial waste will not be collected by the City and shall be disposed of by the Occupant of the property at the landfill in accordance with the hours of landfill operation.

35. No person shall park in front of Garbage or Recyclable Materials placed at curbside for collection or otherwise block or obstruct the convenient viewing and/or access to the Garbage or Recyclable Materials placed for collection.

36. The City does not provide municipal Garbage and Recycling Materials collection services to multi-unit residential properties exceeding 10 units, save and except for those multi-unit residential properties to which municipal Garbage and Recycling Materials collection services were provided by the City in the year 2013. Multi-unit residential properties that have municipal collection shall adhere to the Regulations including but not limited to those set out in section 37 herein. Multi-unit residential buildings not serviced by the City's municipal collection are required to seek private waste/recycling collection service providers, to store Garbage and Recycling Materials in suitable containers as set out in these Regulations or as otherwise approved by the Inspector, and to dispose of Garbage and Recyclable Materials at the landfill in accordance with the hours of landfill operation.

37. Waste from multi-unit residential properties with 10 or less units will be collected by the City in accordance with the following provisions:

- (i) the frequency of collection shall be weekly or once per waste collection cycle;
- (ii) Garbage will only be collected from suitable containers set out in Section 12 of these Regulations approved by the Inspector and placed at the curb and covered as per section 13 or from such other container or out-building as may be approved for collection by the Director or his or her designate in writing (hereinafter called "MURP Container") provided that such MURP Container otherwise complies with the criteria set out for storage of Garbage in s.11 of these Regulations;
- (iii) there shall be no parking in front of or otherwise obstructing the convenient access to the MURP Container;
- (iv) the collection location if not at curbside must be approved by the Director or his/her designate and must be level and have adequate room to safely allow a collection vehicle to enter the site, collect the waste and exit without backing up on a municipal road;
- (v) the MURP Container must be kept cleared of snow and ice so as not to pose a danger to the collection vehicle or property during collection;
- (vi) All other provisions of these Regulations apply to multi-unit residential properties, including but not limited to the quantity limits set out in Section 20.

WEIGHT RESTRICTION

38. Any container of Garbage or Recyclable Material placed for collection by the City shall not, with the combined weight of the Garbage or Recyclable Material and its receptacle or container exceed a weight of twenty-two and one half (22.5) kilograms.

CITY LANDFILL

39. No person shall place or dump, or cause to be placed or dumped any Garbage in the City other than for collection in accordance with these regulations or at the landfill or landfills provided for that purpose by the City.

40. No person shall, at any time, place or dump, or cause to be placed or dumped Recyclable Materials in the City other than for collection in accordance with these regulations or at a lawful recycling operation.

41. No person shall place or cause to be placed in a City landfill any material of whatever nature or kind without having first received from the foreman or person in charge of such landfill permission so to do and having paid the appropriate fees as required by the Western Regional Service Board.

42. No person shall place or cause to be placed on a City landfill any Recyclable Material or any Divertible Material that has been discarded by the Occupant of any Commercial Property.

43. No person shall enter upon or remove any materials from a City landfill unless authorized so to do by the City.

DIVERTIBLE MATERIALS

44. The Occupant of any Commercial Property shall not place for collection or cause or permit to be sent to any City landfill any Divertible material.

45. Where the Occupant of any Commercial Property places for collection or causes or permits to be sent to any City landfill any Divertible Material in any amount, the Occupant shall pay any divertible material surcharge as is required by the Western Regional Service Board.

ENFORCEMENT

46. Where any person contravenes any provision of this Regulation or any Direction or Order issued under this Regulation:

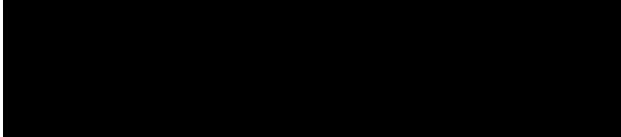
i) such person is guilty of an offence and liable on summary conviction to a fine or to a period of imprisonment in accordance with the *City of Corner Brook Act*; and

ii) such person may be issued a violation notice pursuant to section 280.1 of the *City of Corner Brook Act*.

47. All Inspectors are designated persons employed by Council who may issue a violation notice pursuant to section 280.1 of the *City of Corner Brook Act* for any contravention or failure to comply with these Regulations.

48. These regulations shall come into force as of the date enacted by Council and the Garbage and Refuse By-Law 2013 and all amendments thereto are hereby repealed upon the coming into force of these Regulations.

IN WITNESS WHEREOF these regulations are sealed with the Common Seal of the City of Corner Brook and subscribed by and on behalf of the Council by the Mayor and City Clerk at Corner Brook, in the Province of Newfoundland and Labrador, this 8th day of June, 2015.



Mayor



City Clerk

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Second Reading – June 8/2015

Letter to Municipal Affairs – June 10, 2015

THE CITY OF CORNER BROOK
GARBAGE AND REFUSE REGULATIONS 2025

PURSUANT to the powers vested in it under Sections 207, 208, 209, 210, 280.1, 280.2 and 280.4 of the City of Corner Brook Act R.S.N.L. 1990, c. C-15, as amended, and all other powers it is enabling, the Comer Brook City Council, in a session convened on the ____ day of _____, 2025, hereby passes and enacts the following regulations.

1. These Regulations may be cited as the City of Corner Brook Garbage and Refuse Regulations.
2. For the purpose of these Regulations:
 - (a) "Approved Storage Container" means a garbage bin that is approved and issued and/or distributed by the City and is registered to each unit that receives garbage collection services from the City;
 - (b) "Bulk Items" means any item that is too large or bulky to be contained within a "Plastic Disposable Bag" as defined in s. 34 herein and/or has a weight in excess of 22.5 kilograms and includes but is not limited to stoves, refrigerators, dishwashers, clothes washers, clothes dryers, furnaces, boilers, bed springs, mattresses, furniture, fencing, tree trunks or large branches, boxes and barrels and the like;
 - (c) "City" means the City of Corner Brook;
 - (d) "Commercial Property" means any property or building that is used or designed for use for business, commercial, industrial, or institutional purposes;
 - (e) "Commercial Waste" means waste from a commercial property;
 - (f) "Council" means Corner Brook City Council;
 - (g) "Director" means the department head of the City that is responsible for the administering of garbage collection operations;
 - (h) "Divertible Material" includes materials that can be diverted from landfill sites and recycled, reused or otherwise disposed of outside the provincial landfill sites. This includes curbside recycling. Hazardous materials, tires and other materials deemed as divertible by Western Regional Waste Management;
 - (i) "Excluded Material" means Corrugated Cardboard and fiber products that are contaminated with blood, grease, oil, food residue, wax or have polyethylene, polystyrene, foil, or other non-paper liners and those which are contaminated with material that will render the corrugated cardboard unmarketable;

- (j) "Fiber" Includes newspapers, flyers, magazines, office paper, shredded paper, books (with covers removed), corrugated cardboard, and boxboard;
- (k) "Garbage" includes:
 - (i) all rejected, thrown out, abandoned or discarded household, excrement of humans and animals, restaurant, hotel, shop, store or merchandise or industrial waste matter, ashes, glass, crockery, tin cans, metal, household utensils, garden refuse and waste including dead branches, leaves, bushes, weeds and plants, small and light household furniture or furnishings, bedding, wearing apparel, floor sweepings, barrels, and other discarded or thrown out receptacles, disposable undergarments and their normal contents from humans; and
 - (ii) All material contained in the definition of Excluded Material above;

But Excludes:

- (i) Bulk Items, Household Hazardous Material, Industrial Waste, Commercial Waste, and Recyclable Material as defined in these Regulations; and
- (ii) Non-collectable waste as described in "Materials Not Collected" section of these Regulations;

- (l) "Garden Waste" means waste material from gardens, consisting of grass clippings, dead branches, leaves, bushes, weeds, plants, and other similar materials;
- (m) "Household" means any residential dwelling unit designed and intended for occupation by a single family, whether occupied by a single family or not;
- (n) "Household Hazardous Material" includes hazardous materials originating from a household including but not limited to antifreeze, batteries, cleaners, fuels, motor oils and filters, paint and paint products, pesticides and herbicides, medications, propane tanks, aerosol cans, thermometers, and thermostats;
- (o) "Industrial Waste" means all materials produced as a byproduct of industrial processes including:
 - (i) plaster, wood, and stone from excavations, building construction, repair, alterations, maintenance, or demolition;
 - (ii) debris from any building removed, destroyed by fire, or any other cause; and
 - (iii) material from manufacturing processes, manure, slaughterhouse offal, fish offal, waste from garages and service stations, condemned matter or waste from factories, foundries, or commercial boiler furnaces;

- (p) "Inspector" means any Municipal Enforcement Officer appointed pursuant to s.211 of the City of Corner Brook Act; or any person appointed by Council to act as an Inspector under this regulation;
- (q) "Multi-unit residential" means a registered residential building registered on the City tax roll as exceeding 5 units that share a common entrance;
- (r) "Occupant" of any property means a person who:
 - (i) owns the property;
 - (ii) resides at the property;
 - (iii) conducts business at the property;
 - (iv) is in physical possession of the property; or
 - (v) has responsibility for, and control over, the condition of the property, the activities conducted on the property and the people allowed to enter the property;
 and for purposes of these Regulations there may be more than one occupant of the same property;
- (s) Plastics/Metals: Includes recyclable plastic containers and metal cans deemed recyclable by Western Regional Waste Management. ;and
- (t) "Recyclable Material" means materials that are deemed recyclable by Western Regional Waste Management from time to time. This includes but is not limited to fibers, metals and plastics.

GENERAL PROHIBITION

- 3. No Occupant of a property in the City shall store or dispose of or permit or allow storage or disposal of Garbage, Recyclable Material, Household Hazardous Materials, Commercial Waste, Bulk Items, Excluded Materials, Recyclable Material, Divertible Material or Industrial Waste in the City except in accordance with these Regulations.

MATERIALS REMOVAL

- 4. No Occupant of any property in the City shall permit or allow any Garbage, Recyclable Material, Household Hazardous Materials, Bulk Items or Industrial Waste to accumulate, be, or remain in, on, or about any such property, except in a suitable container as set out in these Regulations and then only for the period permitted under these Regulations, or until directed to remove the same by an Inspector.
- 5. No Occupant of any property shall permit any receptacle containing Garbage or Recyclable Material to remain upon the property for a period longer than seven days without placing same for collection by the City in the manner herein provided.
- 6. No Occupant of any property shall permit any Industrial Waste to remain upon the property for a period longer than seven days.

7. No Occupant of any property shall permit any Household Hazardous Material to accumulate on the property.
8. No Occupant of any property shall permit any Bulk Items to accumulate on their property except in accordance with section 34 herein.
9. An Inspector may at any time, by a direction in writing, require the Occupant of any property in the City to forthwith clean up and remove at the expense of such Occupant, and to the satisfaction of such Inspector, all Garbage, Recyclable Material, Household Hazardous Material, Bulk Items, Commercial Waste, Excluded Material, Divertible Material or Industrial Waste from such property by a specific date, which date shall be not less than six days from the date of service of the written direction.
10. In the event of the failure or neglect of any Occupant of a property to clean up and remove all Garbage, Recyclable Material, Household Hazardous Material, Commercial Waste, Excluded Material, Divertible Material, Bulk Items or Industrial Waste from the property, after being directed by an Inspector so to do, such Inspector may cause all such Garbage, Recyclable Material, Household Hazardous Material, Bulk Items or Industrial Waste to be cleaned up and removed and the cost of the cleanup and removal shall be paid by the Occupant to the City and shall be collectable as a civil debt of the Occupant to the City.

SUITABLE CONTAINERS FOR STORAGE

11. The Occupant of every property in the City shall not allow Garbage and Recyclable Materials to accumulate from or on such property unless it is stored in accordance with the following and as otherwise set out in these Regulations:
 - (a) such accumulation in no instance exceeds the permissible timelines as otherwise set out in these Regulations, including but not limited to those timelines specified in sections 5, 6, 7, and 8;
 - (b) The Garbage is kept in Plastic Disposable Bags as defined in section 12 herein and Recyclable Materials are kept in accordance with section 19 herein which Garbage and Recyclable Materials are then contained within an Approved Storage Container;
 - (c) The Approved Storage Container is kept in good condition of repair and in a sanitary condition; and
 - (d) Garbage is placed in the approved storage container such that the lid is able to fully closed, preventing pests and water from contaminating the refuse.

SUITABLE CONTAINERS FOR COLLECTION

12. Garbage that has been placed for collection must be contained in Plastic Disposable Bags that are closed, securely fastened, and meet the following criteria:
 - (a) have a volume capacity of not less than 20 liters and not more than 80 liters;
 - (b) have a thickness of at least 1 millimeter;
 - (c) have an overall length of not more than 1 meter when empty; and

(d) are strong enough to hold 22.5 kilograms.

This includes small plastic bags commonly referred to as kitchen catchers but does not include small plastic bags commonly referred to as supermarket or shopping bags.

13. The City will provide Approved Storage Containers (ASC) for residents at no cost subject to the following:
 - (a) Ownership and Assignment
 - (i) All ASC shall remain the property of the City of Corner Brook;
 - (ii) Each ASC shall be registered to a specific property and must remain at that property, regardless of changes in ownership or occupancy;
 - (iii) Each unit shall only receive one ASC;
 - (b) Maintenance and Repairs
 - (i) The City or its designated contractor shall be responsible for repairs to damaged ASCs;
 - (ii) Occupants shall report ASC damage or maintenance needs to the City within a reasonable period of time following the damage or requirement of maintenance.
 - (c) Lost or Missing ASCs
 - (i) In the event of a lost or missing ASC, Occupants shall be responsible for the replacement of lost ASCs;
 - (ii) Replacement ASCs will be issued by the City, and the applicable replacement fee will be charged to the Occupant at the City's Replacement rate in effect at the time the ASC is reported lost or missing.;
 - (d) ASCs for Collection
 - (i) Only garbage and refuse contained in ASCs issued by the City will be collected curbside; and
 - (ii) Occupants are not permitted to use garbage receptacles that are not ASCs unless explicitly authorized through the exemption process outlined in section 21 of these Regulations.
14. Garbage must be placed curbside in the ASCs provided by the City. ASC lids MUST be fully closed when placed curbside. ASCs with lids that are opened or partially opened may not be collected.
15. Only Garbage that has been placed in accordance with sections 12 and 13 herein will be collected.

16. Occupants shall ensure that the Approved Storage Containers used to contain garbage placed for collection are removed from curbside no later than 10:00 p.m. on the day of collection.
17. Garbage shall not be stored or placed for collection in any paper, cardboard carton, cardboard box, or any receptacle other than those Approved Storage Containers as prescribed by sections 11, 12, and 13 herein.
18. Excretes or litter from domestic animals including household pets such as dogs and cats must be double bagged and securely tied in watertight bags and mixed with other Garbage.
19. Recyclable Materials shall be stored and collected as follows:
 - (a) In two separate streams comprised of :
 - (i)Fibers; and
 - (ii) Plastics/ metals;
 - (b) In Translucent Blue Plastic Disposable Bags which meet the following criteria:
 - (i) have a volume capacity of not more than 80 liters;
 - (ii) have a thickness of at least 11/2 millimeter;
 - (iii) have an overall length of not more than 1 meter when empty;
 - (iv) are strong enough to hold 22.5 kilograms;
 - (v) are -translucent; and
 - (vi) are not small plastic bags commonly referred to as supermarket or shopping bags or kitchen catchers; or
 - (c) By being tied in neat bundles not exceeding 22.5 kilograms.
20. All wet Garbage that is stored or placed for collection shall be thoroughly strained, wrapped in paper, and securely tied before placing in Plastic Disposable Bags.
21. Occupants with mobility or accessibility challenges who are unable to manage the City-provided ASC may apply for an exemption from the City. Occupants who are approved for an exemption must place their garbage curbside in a secure manner that prevents access by pests and avoids contamination or scattering due to wind or water. All other waste disposal regulations outlined in this policy remain applicable to exempted households.

COLLECTION OF MATERIALS

22. The Occupants of any property in the City shall ensure that only bagged garbage able to be placed in the provided Approved Storage Containers are placed curbside. No garbage is to be placed curbside other than that contained within the Approved Storage Container save and except for during the annual spring cleanup or other special

collection days as described in s. 23. Approved Storage Containers placed curbside must have the lid fully closed.

23. Annual spring cleanup week and other special collection days will be fixed by the Director from time to time.
24. No Garbage or Recyclable Materials shall be put out for collection prior to 5:00 p.m. on the day before the date designated for collection in the area.
25. Sharp objects shall only be disposed of in sealed and puncture resistant containers and hypodermic needles or sharp devices or instruments designed and intended for medical use shall only be disposed of in a sealed container which is designed for the disposal of medical sharps.
26. Approved Storage Containers and Recyclables intended for collection by the City shall be placed as per the curbside instructions posted on the City's website. Approved Storage Containers placed curbside not adhering to these guidelines will not be collected.
27. No person, other than people authorized by the City so to do, shall pick over, remove, disturb or otherwise interfere with any Garbage or Recyclable Material placed for removal by the City, whether or not the same is contained in ASCs.
28. No person shall permit any animal owned by such person or under that person's control to pick over, interfere, disturb, remove, or scatter any material placed out for collection.
29. The Collection Commencement Time for Garbage and Recyclable Materials is 8:00 a.m. on such days as set by the Director from time to time. Garbage and Recyclable Material shall not be left out for collection later than 12 hours after the Collection Commencement Time.

MATERIAL NOT COLLECTED

30. All Garbage or Recyclable Materials placed for collection in a manner not permitted by these Regulations will not be collected and such Garbage or Recyclable Materials shall be removed by the Occupant not later than 12 hours after the Collection Commencement Time.
31. If for any reason the contents of any container shall become wet and of a fluid consistency the same shall not be collected by the City.
32. Industrial Waste will not be collected by the City but shall be disposed of by the Occupant of the property where the Industrial Waste is created or stored.
33. Automotive tires, sheet iron, scrap metal, car bodies and the carcasses of any animal shall not be collected by the City.
34. Bulk items shall not be included with Garbage or Recyclable Materials placed for collection but may be stored until spring clean-up week or other special collection day, unless otherwise directed by an Inspector under the provision of Section 9 of these

Regulations. Broken or discarded household appliances and household furniture or furnishings shall be picked up during the cleanup period.

35. Commercial waste will not be collected by the City and shall be disposed of by the Occupant of the property at the landfill in accordance with the hours of landfill operation.
36. No person shall park in front of Garbage or Recyclable Materials placed at curbside for collection or otherwise block or obstruct the convenient viewing and/or access to the Garbage or Recyclable Materials placed for collection.
37. Waste from multi-unit residential properties with 5 or less units will be collected by the City in accordance with the following provisions:
 - (a) the frequency of collection shall be weekly or once per waste collection cycle;
 - (b) Garbage will only be collected from the City issued Approved Storage Containers set out in Section 13 of these Regulations as approved by the Inspector and placed at the curb with the lid completely closed. Each unit will be provided with an Approved Storage Container registered to the corresponding unit;
 - (c) There shall be no parking in front of or otherwise obstructing convenient access to the Approved Storage Containers;
 - (d) The collection location if not at curbside must be approved by the Director or his/her designate and must be level and have adequate room to safely allow a collection vehicle to enter the site, collect the waste and exit without backing up on a municipal road; and
 - (e) The area must be kept clear of snow and ice so as not to pose a danger to the collection vehicle or property during collection.

All other provisions of these Regulations apply to multi-unit residential properties.

CITY LANDFILL

38. No person shall place or dump or cause to be placed or dumped any Garbage in the City other than for collection in accordance with these regulations or at the landfill or landfills provided for that purpose by the City.
39. No person shall, at any time, place, or dump, or cause to be placed or dumped Recyclable Materials in the City other than for collection in accordance with these regulations or at a lawful recycling operation.
40. No person shall place or cause to be placed on a landfill any Recyclable Material or any Divertible Material that has been discarded by the Occupant of any Commercial Property.

DIVERTIBLE MATERIALS

41. The Occupant of any Commercial Property shall not place for collection or cause or permit to be sent to any City landfill any Divertible material.
42. Where the Occupant of any Commercial Property places for collection or causes or permits to be sent to any City landfill any Divertible Material in any amount, the

Occupant shall pay any divertible material surcharge as is required by the Western Regional Service Board.

ENFORCEMENT

43. Where any person contravenes any provision of this Regulation or any Direction or Order issued under this Regulation:
 - (a) such person is guilty of an offence and liable on summary conviction to a fine or to a period of imprisonment in accordance with the City of Corner Brook Act; and
 - (b) such person may be issued a violation notice pursuant to section 280.1 of the City of Corner Brook Act.
44. All Inspectors are designated people employed by Council who may issue a violation notice pursuant to section 280.1 of the City of Corner Brook Act for any contravention or failure to comply with these Regulations.

Schedule

45. Collection schedule shall be as determined by the City in its sole discretion from time to time.

IN WITNESS WHEREOF these regulations are sealed with the Common Seal of the City of Corner Brook and subscribed by and on behalf of the Council by the Mayor and City Clerk at Corner Brook, in the Province of Newfoundland and Labrador, this day of 2025.

Mayor

City Clerk

Published in the NL Gazette -First Reading -

Second Reading -



Request for Decision (RFD)

Subject: National Day for Truth and Reconciliation, September 30, 2025

To: Darren Charters

Meeting: Regular Meeting - 08 Sep 2025

Department: Human Resources

Staff Contact: Darren Charters, City Manager

Topic Overview: National Day for Truth and Reconciliation, September 30, 2025

BACKGROUND INFORMATION:

The National Day for Truth and Reconciliation is a statutory holiday for employees in the federal government and federally regulated workplaces. The holiday was created in June of 2021 with the intent to educate and remind Canadians about the history of residential schools, honor victims and celebrate survivors.

The province of Newfoundland and Labrador has not yet designated this day a provincial statutory holiday; however, they have closed provincial buildings and given provincial employees the holiday. The province states that consultations are ongoing with regards to making this day a provincially recognized holiday.

PROPOSED RESOLUTION:

Be it RESOLVED that the City of Corner Brook approve the request for September 30, 2025, The National Day for Truth and Reconciliation, to be a holiday for City employees and grant City of Corner Brook staff the day of Tuesday, September 30, 2025, to reflect and commemorate the tragic history of residential schools in Canada.

RECOMMENDATION:

Staff recommends closing City buildings, thereby granting City employee's a day off with pay.

ALTERNATIVE IMPLICATIONS:

1. Approve September 30th as an employee holiday for 2025
2. Do not approve September 30th as a holiday for 2025

City Clerk
Legislative Assistant

Approved - 05 Sep 2025
Approved - 05 Sep 2025

City Manager