

ST. JOHN'S

Regular Meeting - City Council Agenda

April 18, 2022

3:00 p.m.

4th Floor City Hall

Pages

1. CALL TO ORDER
2. PROCLAMATIONS/PRESENTATIONS
 - 2.1. Volunteer Week Proclamation 4
 - 2.2. National Poetry Month: Reading by Alison Dyer with an introduction by Mary Dalton
3. APPROVAL OF THE AGENDA
 - 3.1. Adoption of Agenda
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- 14.3. "What We Heard" – Rennies River Flood Mitigation Project – Phase 2
(Portugal Cove Rd to Kings Bridge Rd)

143

15. ACTION ITEMS RAISED BY COUNCIL

- 15.1. Complaints

16. ADJOURNMENT

Proclamation

**Volunteer Week
April 24 to 30, 2022**

WHEREAS: The City of St. John's recognizes the enormous contribution that volunteers and community organizations make to the social, cultural, and economic development of our province; and

WHEREAS: It has been recognized that volunteers in Newfoundland and Labrador have a significant and positive impact on the quality of life for our citizens; and

WHEREAS: The City of St. John's acknowledges the theme "VOLUNTEERING IS EMPATHY IN ACTION – VOLUNTEERS BRING HEART TO CANADA'S COMMUNITIES" for Volunteer Week 2022 and recognizes the many people who contribute to our city by volunteering.

THEREFORE: I, Mayor Danny Breen, do hereby proclaim April 24 to 30, 2022, as Volunteer Week in the City of St. John's.

Signed at City Hall, St. John's, NL on this 18th day of April 2022.

Danny Breen, Mayor

ST. JOHN'S

Minutes of Regular Meeting - City Council Council Chamber, 4th Floor, City Hall

April 11, 2022, 3:00 p.m.

Present: Mayor Danny Breen
Deputy Mayor Sheilagh O'Leary
Councillor Ron Ellsworth
Councillor Sandy Hickman
Councillor Debbie Hanlon
Councillor Jill Bruce
Councillor Ophelia Ravencroft
Councillor Jamie Korab
Councillor Ian Froude
Councillor Carl Ridgeley

Regrets: Councillor Maggie Burton

Staff: Derek Coffey, Deputy City Manager of Finance & Administration
Tanya Haywood, Deputy City Manager of Community Services
Jason Sinyard, Deputy City Manager of Planning, Engineering & Regulatory Services
Lynnann Winsor, Deputy City Manager of Public Works
Cheryl Mullett, City Solicitor
Susan Bonnell, Manager, Communications & Office Services
Ken O'Brien, Chief Municipal Planner
Karen Chafe, City Clerk
Christine Carter, Legislative Assistant

Others: Kelly Dyer, Communications & Public Relations Officer

Land Acknowledgement

The following statement was read into the record:

"We respectfully acknowledge the Province of Newfoundland & Labrador, of which the City of St. John's is the capital City, as the ancestral homelands of the Beothuk. Today, these lands are home to a diverse population of indigenous and other peoples. We would also like to acknowledge with respect the diverse histories and cultures of the Mi'kmaq, Innu, Inuit, and Southern Inuit of this Province."

1. **CALL TO ORDER**

Mayor Danny Breen called the meeting to order at 3:00 pm.

2. **PROCLAMATIONS/PRESENTATIONS**

2.1 **National Poetry Month - Reading by Matthew Hollett, with an Introduction by Mary Dalton**

3. **APPROVAL OF THE AGENDA**

3.1 **Adoption of Agenda**

SJMC-R-2022-04-11/143

Moved By Councillor Ravencroft

Seconded By Councillor Hanlon

That the Agenda be adopted as presented.

For (10): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

4. **ADOPTION OF THE MINUTES**

4.1 **Adoption of Minutes - April 4, 2022**

SJMC-R-2022-04-11/144

Moved By Councillor Ridgeley

Seconded By Councillor Bruce

That the minutes of April 4, 2022, be adopted as presented.

For (10): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

5. **BUSINESS ARISING FROM THE MINUTES**

6. **DEVELOPMENT APPLICATIONS**

6.1 **Notices Published – 7 Guy Street - DEV2200036**

SJMC-R-2022-04-11/145

Moved By Councillor Korab

Seconded By Councillor Froude

That Council approve the Discretionary Use application for a Home Occupation at 7 Guy Street.

For (10): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

6.2 **Notices Published – 125 Airport Road - DEV2200034**

SJMC-R-2022-04-11/146

Moved By Councillor Korab

Seconded By Councillor Bruce

That Council approve the Expansion of a Non-Conforming Use at 125 Airport Road for 5.94 square metres to allow an enclosed deck on the front of the Dwelling.

For (10): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

7. **RATIFICATION OF EPOLLS**

8. **COMMITTEE REPORTS**

9. **DEVELOPMENT PERMITS LIST (FOR INFORMATION ONLY)**

9.1 **Development Permits List March 31 to April 6, 2022**

10. **BUILDING PERMITS LIST (FOR INFORMATION ONLY)**

10.1 **Building Permits List**

11. **REQUISITIONS, PAYROLLS AND ACCOUNTS**

11.1 Weekly Payment Voucher Week Ending April 7, 2022

SJMC-R-2022-04-11/147

Moved By Councillor Ellsworth

Seconded By Councillor Froude

That the weekly payment vouchers for the week ending April 6, 2022, in the amount of \$4,437,714.20 be approved as presented.

For (10): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

12. TENDERS/RFPS

12.1 2022047 - Traffic Signal Equipment

SJMC-R-2022-04-11/148

Moved By Councillor Hickman

Seconded By Councillor Ravencroft

That Council approve for award open call 2022047 – Traffic Signal Equipment to the lowest bidder meeting specification, Construction Signs Ltd., for \$70,804.12 (HST included), as per the Public Procurement Act.

For (10): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

12.2 Contract Award Without Open Call - Fire Rescue Unit

SJMC-R-2022-04-11/149

Moved By Councillor Ridgeley

Seconded By Councillor Ellsworth

That Council approve for award this procurement without an open call to MetalFab Fire Trucks for \$248,000 (HST excluded) as per the Public Procurement Act.

For (10): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

13. NOTICES OF MOTION, RESOLUTIONS QUESTIONS AND PETITIONS

14. OTHER BUSINESS

14.1 Expropriation of an Easement at 4 Dartmouth Place

SJMC-R-2022-04-11/150

Moved By Councillor Froude

Seconded By Councillor Hickman

That Council approve the expropriation of an easement at 4 Dartmouth Place, as shown on the attached survey

For (10): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

14.2 Expropriation of an Easement at 389 Main Road

Councillor Ridgeley raised the issue of deferring the vote on this expropriation of an easement until next week so that additional information that he had received today could be reviewed and discussed with the Staff of Planning, Engineering and Regulatory Services.

The Deputy City Manager of Planning, Engineering and Regulatory Services advised Council that this issue is of an important nature and deferring the easement will impact the work that is currently ongoing. The easement is required for work to be completed on the road.

Mr. Sinyard recommended that Council continue with this easement as the possible purchase of land and the easement are two separate issues.

SJMC-R-2022-04-11/151

Moved By Councillor Ridgeley

Seconded By Councillor Ellsworth

That Council approve the expropriation of an easement at 389 Main Road for the installation of a sewage force main.

For (9): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, and Councillor Froude

Against (1): Councillor Ridgeley

MOTION CARRIED (9 to 1)

14.3 Sale of City owned land on Marconi Place

Councillor Ellsworth questioned the valuation of the land in this sale versus the valuation given for the land for the easement for the sewer line.

The City Solicitor explained that an expert opinion is sought from the City's Paralegal, who uses area property sales or easements in the vicinity, and the City's own transactions, etc., to determine the fair market value of the land that we are purchasing or selling.

The valuations for the easement and the sale of land will be provided to Councillor Ellsworth by the City Solicitor.

SJMC-R-2022-04-11/152

Moved By Councillor Bruce

Seconded By Councillor Ravencroft

That Council approve the sale of City owned land on Marconi Place, as shown in red on the attached diagram

For (7): Mayor Breen, Deputy Mayor O'Leary, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, and Councillor Froude

Against (3): Councillor Ellsworth, Councillor Hickman, and Councillor Ridgeley

MOTION CARRIED (7 to 3)

14.4 Casual Summer Staff Wage Increases

SJMC-R-2022-04-11/153

Moved By Deputy Mayor O'Leary

Seconded By Councillor Ridgeley

That Council accept the recommended wage increases for casual summer staff.

For (10): Mayor Breen, Deputy Mayor O'Leary, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

15. ACTION ITEMS RAISED BY COUNCIL

Mayor Breen advised that Council has approved a new governance for St. John's Sports and Entertainment Limited (SJSEL) that will strengthen the Board's independence.

Stephen Dinn has been elected as Board Chair, and Greg Fleming as Vice Chair, of the Board of Directors of SJSEL. Mr. Dinn and Mr. Fleming were elected by vote at a recent meeting of the Board.

The new structure will strengthen Board governance and improve the Boards decision-making autonomy. While Council will continue to be engaged with appointments to the Board of Directors, the Chair and Vice Chair positions on the Board will be selected by the Board and decisions of the Board will be independent of council.

Councillor Ron Ellsworth will serve as Council's new representative on the Board of Directors. Councillor Ellsworth and the City's Deputy City Manager of Finance and Administration are now the City's only representatives on the Board and are non-voting members.

Three Board positions are currently being advertised and will be filled in the very near future.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 3:40 pm.

MAYOR

CITY CLERK

DECISION/DIRECTION NOTE

Title: Crown Land Lease for Agriculture Use – Foxtrap Access Road – CRW2100013

Date Prepared: April 13, 2022

Report To: Regular Meeting of Council

Councillor and Role: Councillor Jamie Korab, Development

Ward: Ward 5

Decision/Direction Required: To seek approval for a Crown Land Lease for an Agriculture Use off the Foxtrap Access Road.

Discussion – Background and Current Status: The Provincial Department of Fisheries, Forestry and Agriculture has referred an application for a Crown Land Lease along the Foxtrap Access Road near Jilling's Road, for 11.23 hectares of land. The area is proposed to be used as an Agricultural Use for the growing of forage and root vegetables. The land is currently zoned both Rural (R) and Agriculture (AG) and under the Envision Development Regulations an Agricultural Use is permitted in both zones.

Several wetlands are located on the property. The applicant has proposed to reduce their overall lease area by 2.6 hectares (6.5 acres), which would remove an area of proposed development at the rear of the property from one of the wetlands. Should the lease be considered by the Province, a development application would be required and subject to Section 4.10(3), no development would be allowed within any wetland, waterway, or associated buffer on the property, which may further limit the area for development.

Key Considerations/Implications:

1. Budget/Financial Implications: Not applicable.
2. Partners or Other Stakeholders: Not applicable.
3. Alignment with Strategic Directions: A Sustainable City: Plan for land use and preserve and enhance the natural and built environment where we live.
4. Alignment with Adopted Plans: St. John's Envision Municipal Plan and Development Regulations.
5. Legal or Policy Implications: St. John's Envision Development Regulations Section 4.10(3) "Waterways, Wetlands, Pond or Lakes", Section 10 "Rural (R) Zone" and Section 10 "Agricultural (AG) Zone".

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6. Privacy Implications: Not applicable.
7. Engagement and Communications Considerations: Not applicable.
8. Human Resource Implications: Not applicable.
9. Procurement Implications: Not applicable.
10. Information Technology Implications: Not applicable.
11. Other Implications: Not applicable.

Recommendation:

That Council approve the Crown Land Lease for 11.23 hectares of land off the Foxtrap Access Road in the area of Jilling's Road for the proposed Agricultural Use with the following conditions: the applicant remove 2.6 hectares (6.5 acres) of land from their lease application due to a wetland at the rear of the property and should the lease be awarded by the Province, the applicant must submit a development application to the City showing that all proposed development is located outside the identified wetlands, waterways and buffers on the property.

Prepared by:

Lindsay Lyghtle Brushett, MCIP – Supervisor Planning and Development
Planning, Engineering and Regulatory Services

Approved by:

Jason Sinyard, P. Eng., MBA, Deputy City Manager
Planning, Engineering and Regulatory Services

Report Approval Details

Document Title:	Crown Land Lease for Agriculture Use - Foxtrap Access Road - CRW2100013.docx
Attachments:	- JILLINGS ROAD.pdf - Site reduction.pdf
Final Approval Date:	Apr 13, 2022

This report and all of its attachments were approved and signed as outlined below:

Lindsay Lyghtle Brushett - Apr 13, 2022 - 9:30 AM

Jason Sinyard - Apr 13, 2022 - 10:34 AM



SUBJECT PROPERTY

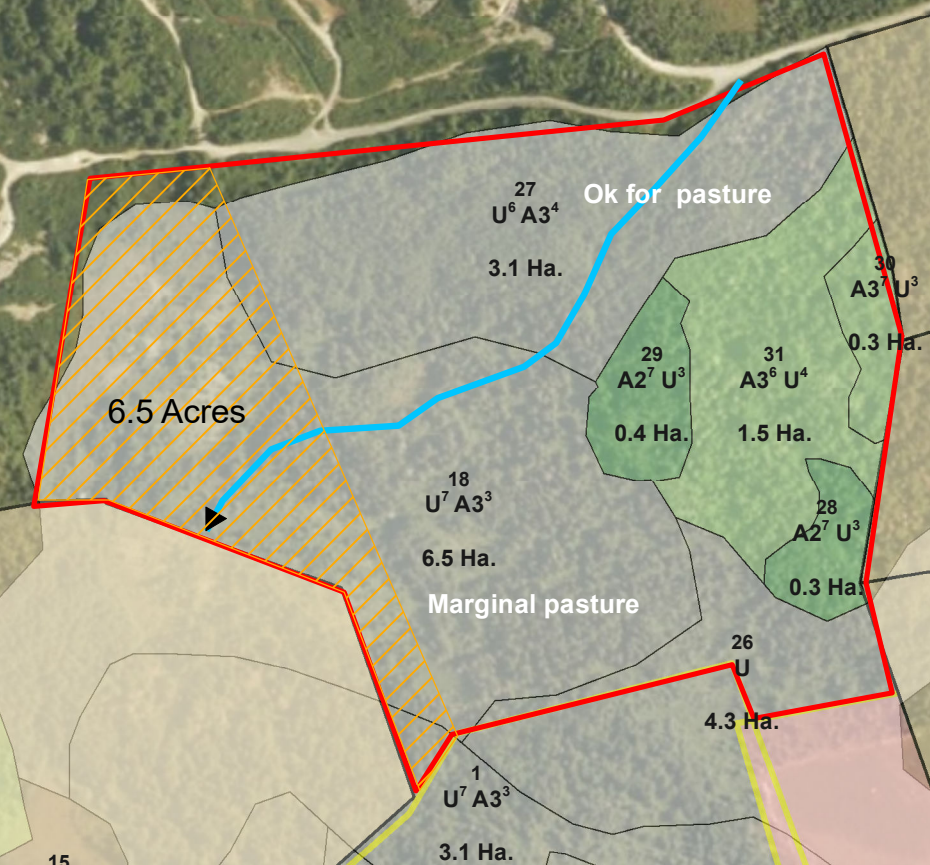
FOXTRAP ACCESS RD
JILLINGS RD

AG

AG

R

R



DECISION/DIRECTION NOTE

Title: Request for a Variance on Lot Frontage – 10 Main Road – SUB2200013

Date Prepared: April 13, 2022

Report To: Regular Meeting of Council

Councillor and Role: Councillor Jamie Korab, Development

Ward: Ward 5

Decision/Direction Required:

To seek approval for a 9.99% Variance on Lot Frontage to allow the subdivision of 10 Main Road into 2 Lots.

Discussion – Background and Current Status:

An application has been submitted to subdivide 10 Main Road to create a second Lot. The area is zoned Rural Residential Infill (RRI) and the minimum Lot Frontage requirement is 30 metres. To accommodate the proposed subdivide, an 8.66% variance is required for the proposed Parcel A, which would allow a Lot Frontage of 27.4 metres. Parcel B then results in a Lot Frontage of 29.6 m, which requires a 1.33% variance. Section 7.4 of the Envision St. John's Development Regulations provides that up to a 10% variance pertaining to Lot Requirements can be considered.

Key Considerations/Implications:

1. Budget/Financial Implications: Not applicable.
2. Partners or Other Stakeholders: Abutting property owners have been notified.
3. Alignment with Strategic Directions:
A Sustainable City: Plan for land use and preserve and enhance the natural and built environment where we live.
Choose an item.
4. Alignment with Adopted Plans: St. John's Envision Municipal Plan and Development Regulations.
5. Legal or Policy Implications: Envision St. John's Development Regulations Section 7.4 "Variances" and Section 10 "Rural Residential Infill (RRI) Zone".
6. Privacy Implications: Not applicable.

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7. Engagement and Communications Considerations: Abutting property owners have been notified.
8. Human Resource Implications: Not applicable.
9. Procurement Implications: Not applicable.
10. Information Technology Implications: Not applicable.
11. Other Implications: Not applicable.

Recommendation:

That Council approve the 9.99% Variance on Lot Frontage to allow the subdivision of 10 Main Road into 2 Lots: 8.66% variance for proposed Parcel A resulting in a frontage of 27.4 metres and a 1.33% variance for proposed Parcel B resulting in a frontage of 29.6 metres.

Prepared by:

Andrea Roberts P.Tech – Senior Development Officer
Planning, Engineering and Regulatory Services

Approved by:

Jason Sinyard, P. Eng., MBA, Deputy City Manager-
Planning, Engineering and Regulatory Services

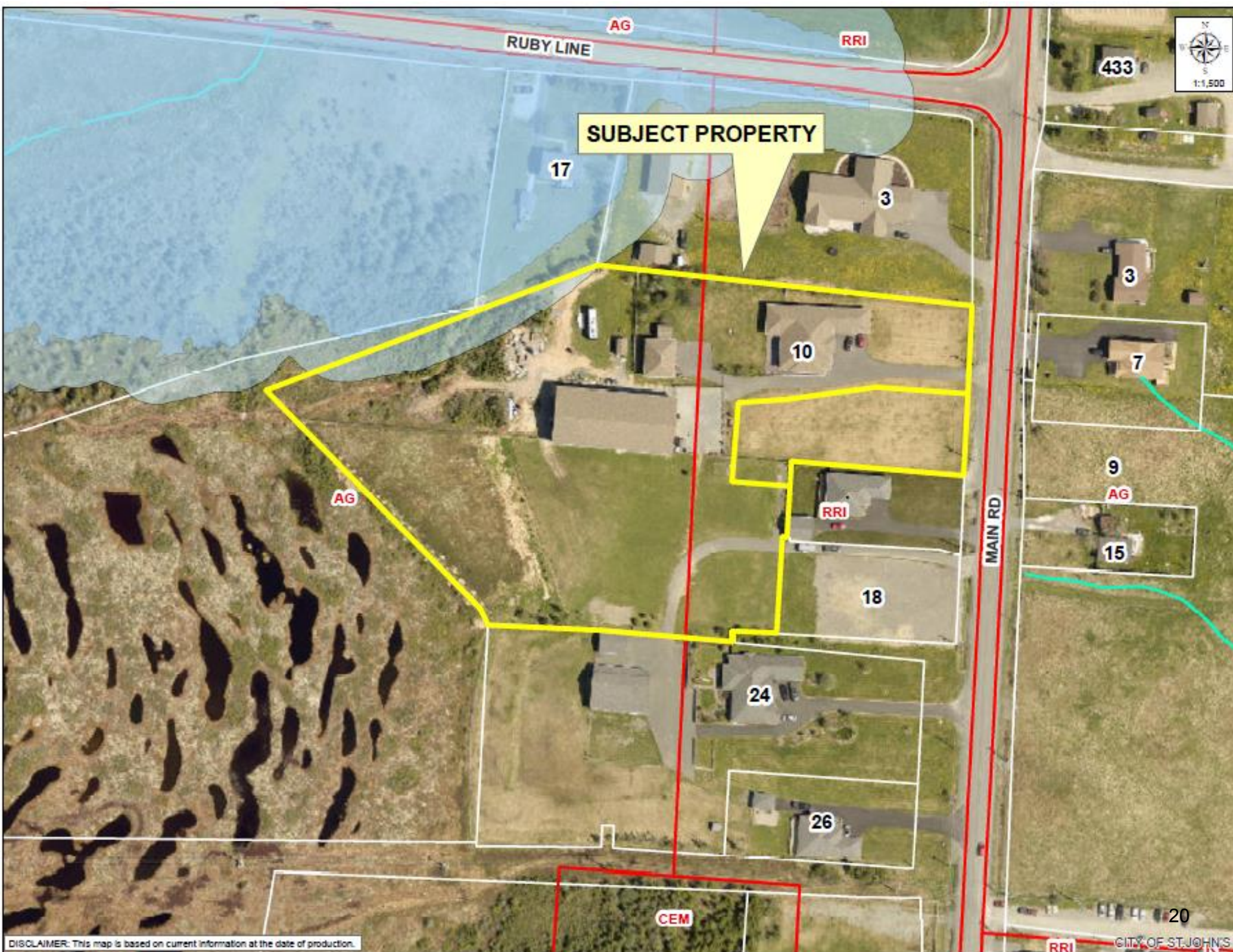
Report Approval Details

Document Title:	Development Committee - Request for Frontage Variance – 10 Main Road – SUB2200013.docx
Attachments:	- Aerial Map 10 Main Rd.pdf - Lot Layout.pdf
Final Approval Date:	Apr 13, 2022

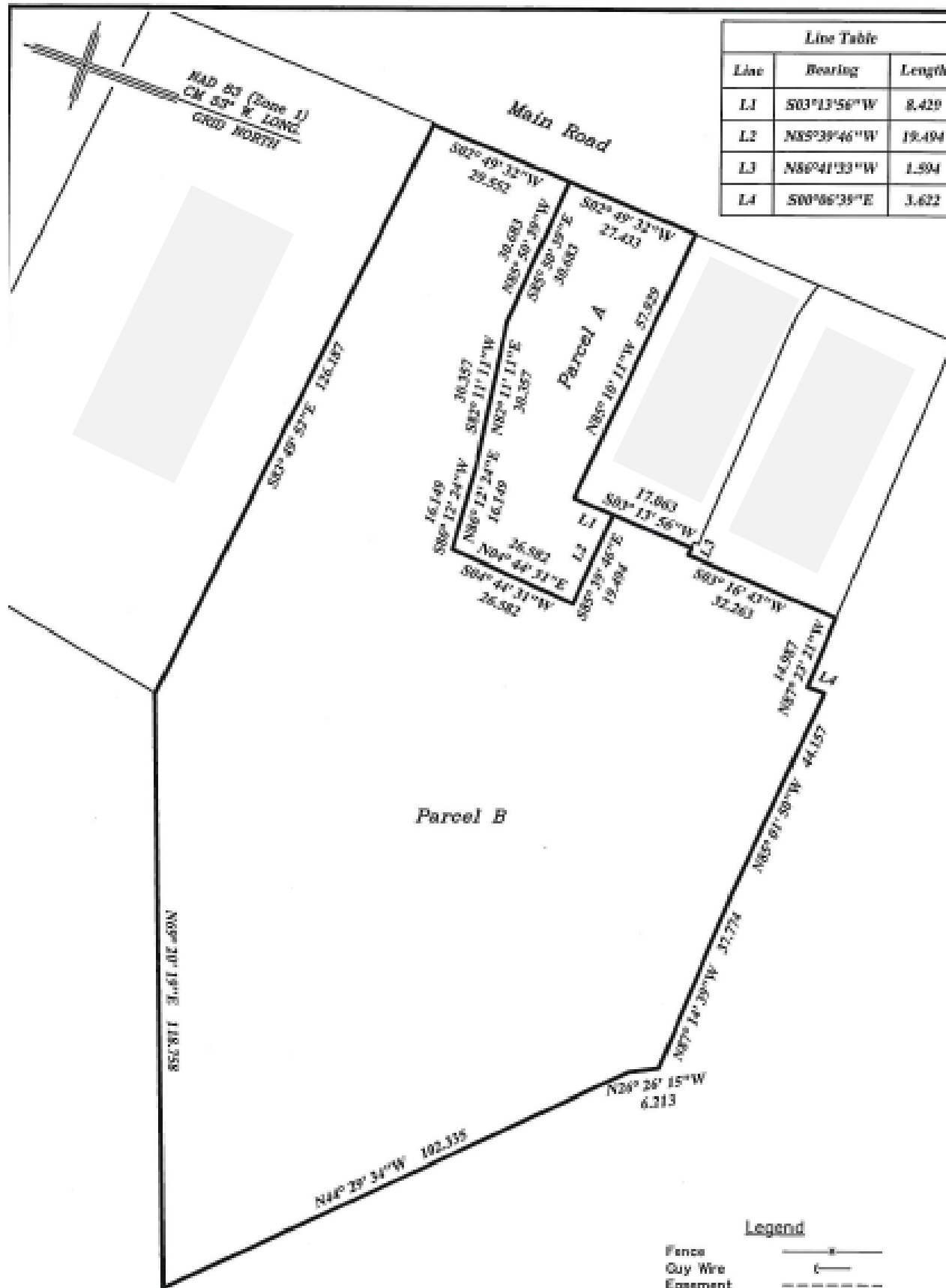
This report and all of its attachments were approved and signed as outlined below:

Lindsay Lyghtle Brushett - Apr 13, 2022 - 10:51 AM

Jason Sinyard - Apr 13, 2022 - 11:16 AM



DISCLAIMER: This map is based on current information at the date of production.



Parcel A = 2023.0 sq.m.
Parcel B = 17126.0 sq.m.

026588 9707230
N S 262 673.038 N S 263 199.453
E 322 569.408 E 323 665.709

Notes: Scale Factor = 0.999885.
Distances are metric horizontal ground.

DECISION/DIRECTION NOTE

Title: Notices Published – 11 Cedar Hill Place – DEV2200009

Date Prepared: April 13, 2022

Report To: Regular Meeting of Council

Councillor and Role: Councillor Jamie Korab, Development

Ward: Ward 5

Decision/Direction Required: A Discretionary Use application has been submitted by Fairview Investments Limited at 11 Cedar Hill Place.

Discussion – Background and Current Status: The proposed application is for an Apartment Building with six (6) dwelling units. Each unit is approximately 94m². On-site parking is provided. The proposed application site is zoned Residential 2 (R2), where an Apartment Building with a maximum of 6 Dwelling Units is a Discretionary Use.

Four submissions were received. Concerns raised include that the proposed building will have a negative impact on residents by decreasing property values and it was understood the building was to be a condominium instead of rental units. Residents feel that such a large building is not conducive to the area and should be built where it's more suited for such forms of development, unlike the current neighbourhood where the rest of the dwellings are Single Detached and Semi-Detached Dwellings. There is concern over the required parking lot and that it would cause an influx of traffic and associated noise. Residents feel they paid a premium to have a property backing onto a "green space", which will now be removed.

Following construction of houses along Great Southern Drive, the long-term plan for this area of Southlands was to develop what is now Cedar Hill Place, replacing vacant land or green space with houses. The original subdivision plan for Cedar Hill Place identifies mixed-use development; Townhouses, Multiple Unit Dwellings, and a few Single Detached Dwellings, which are all Permitted or Discretionary Uses in the R2 Zone. This mixture of Uses allows a variety of housing form and different levels of affordability.

In 2018, development approval was granted by Council for a 6 unit building on this site. The approval expired after two years, and a new application was required. The Development Regulations control use and number of units within a building, but do not regulate the ownership model; therefore, a multiple unit dwelling (Apartment Building) can be either marketed as a condominium or for rent. The proposed building was not designed with a parking lot, but instead provides an individual driveway for each of the units. Traffic for this development is not a concern for the area.

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Key Considerations/Implications:

1. Budget/Financial Implications: Not applicable.
2. Partners or Other Stakeholders: Property owner and neighbouring property owners.
3. Alignment with Strategic Directions: A Sustainable City: Plan for land use and preserve and enhance the natural and built environment where we live.
4. Alignment with Adopted Plans: Envision St. John's Municipal Plan and Development Regulations.
5. Legal or Policy Implications: Envision St. John's Development Regulations Section 10.5 "Discretionary Uses" and Section 10 "Residential 2 Zone".
6. Privacy Implications: Not applicable.
7. Engagement and Communications Considerations: Public advertisement in accordance with Section 4.8 of the Envision St. John's Development Regulations. The City has sent written notices to property owners within a minimum 150-metre radius of the application sites. Applications have been advertised in The Telegram newspaper at least twice and are posted on the City's website. Written comments received by the Office of the City Clerk are included in the agenda for the regular meeting of Council
8. Human Resource Implications: Not applicable.
9. Procurement Implications: Not applicable.
10. Information Technology Implications: Not applicable
11. Other Implications: Not applicable.

Recommendation:

That Council approve the Discretionary Use application for an Apartment Building with six (6) dwelling units at 11 Cedar Hill Place.

Prepared by:

Lindsay Lyghtle Brushett, MCIP Supervisor – Planning & Development
Planning, Engineering and Regulatory Services

Approved by:

Jason Sinyard, P.Eng, MBA Deputy City Manager
Planning, Engineering and Regulatory Services

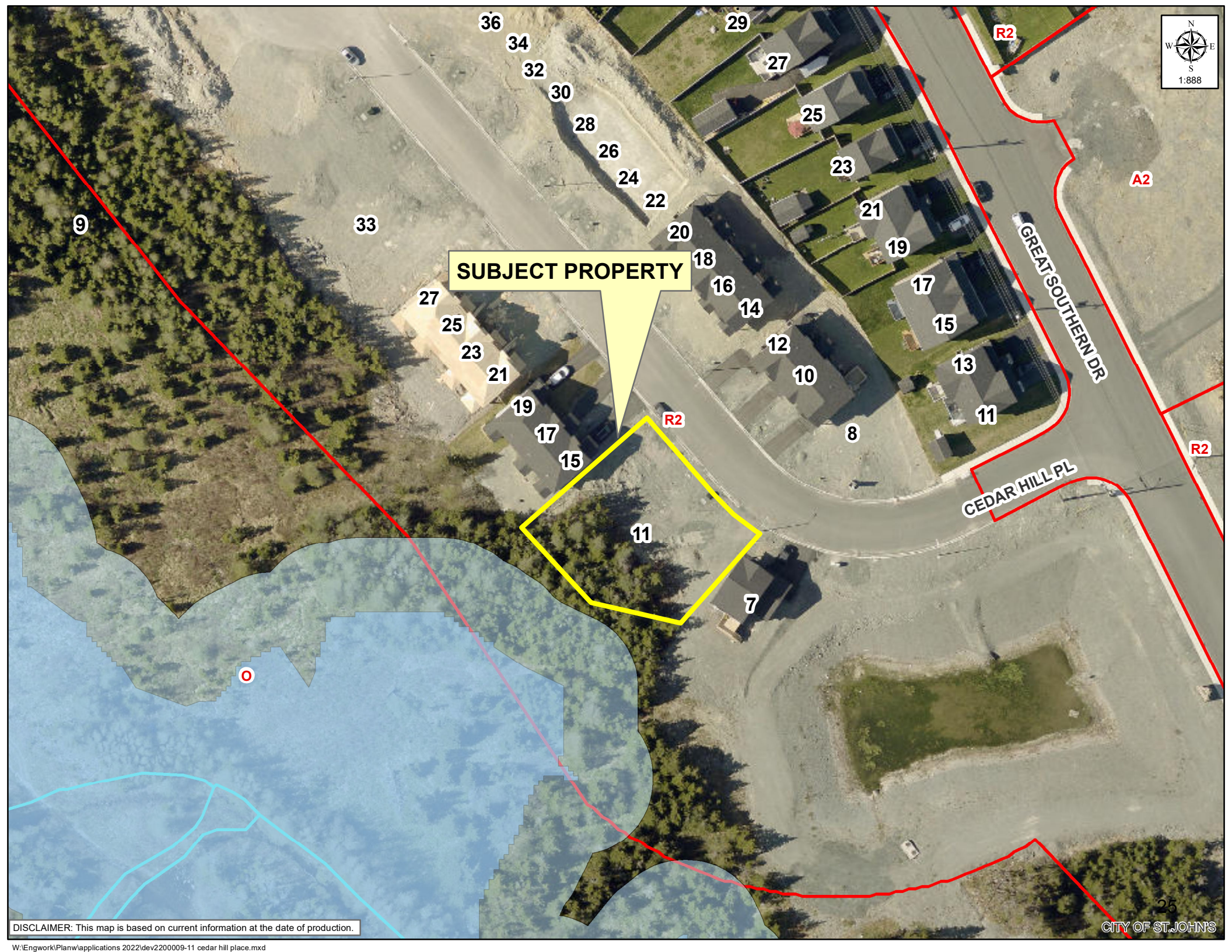
Report Approval Details

Document Title:	Notices Published - 11 Cedar Hill Place - DEV2200009.docx
Attachments:	- DEV2200009-11 CEDAR HILL PLACE.pdf
Final Approval Date:	Apr 13, 2022

This report and all of its attachments were approved and signed as outlined below:

Lindsay Lyghtle Brushett - Apr 13, 2022 - 9:39 AM

Jason Sinyard - Apr 13, 2022 - 10:32 AM



SUBJECT PROPERTY

R2

A2

R2

R2

O

25

DISCLAIMER: This map is based on current information at the date of production.

CITY OF ST. JOHN'S

Karen Chafe

From: [REDACTED]
Sent: Monday, April 4, 2022 10:26 AM
To: CityClerk
Subject: (EXT) 11 Cedar Place - DEV2200009

To whom it may concern,

I am writing this email to comment on the proposed apartment building on Cedar Hill place. This building will have a negative impact on the residents of River's Edge subdivision. It will decrease our property value and cause an influx of traffic to the area. Many of us paid premiums to have a property backing a "green space" which should have never been promised. This apartment building will just be another slap in the face.



Sent from my iPhone

Karen Chafe

From: Ken O'Brien
Sent: Monday, April 4, 2022 4:25 PM
To: CityClerk
Cc: Andrea Roberts; Ann-Marie Cashin; Ashley Murray; Tracy-Lynn Goosney; Jason Sinyard; Lindsay Lyghtle Brushett; Planning; Christine R. Carter; Jennifer Squires
Subject: RE: (EXT) 11 Cedar Hill Place - DEV2200009

For background: When the houses along the south side of this section of Great Southern Drive were built, the plan was always to have more houses behind them, along another road (which is now Cedar Hill Place). When Fairview Investments started clearing the land for that road and those lots, there was an outcry from some of the neighbours on Great Southern Drive.

In 2021:



In 2017:



Ken

Ken O'Brien, MCIP
 Chief Municipal Planner
 City of St. John's – Planning, Engineering and Regulatory Services
 John J. Murphy Building (City Hall Annex), 4th floor
 Mail: PO Box 908, St. John's NL Canada A1C 5M2
 Phone 709-576-6121 Email kobrien@stjohns.ca www.stjohns.ca

Karen Chafe

From: [REDACTED]
Sent: Tuesday, April 12, 2022 9:30 AM
To: CityClerk
Subject: (EXT) FW: 11 cedar hill place
Attachments: IMG_0109.jpg; Untitled attachment 00538.txt

Good morning,

I am writing in reference to the letter I received concerning 11 Cedar Hill Place - DEV2200009.

As seen in the attached photo from my Purchase and Sale Agreement, [REDACTED]
[REDACTED] showed a condo being developed across the street. Not apartment buildings.

I am not sure what the difference would be to the land at 11 Cedar Hill with this change in development, but I would like to have more info re same, before allowing a development like this to occur here.

Regards,

[REDACTED]

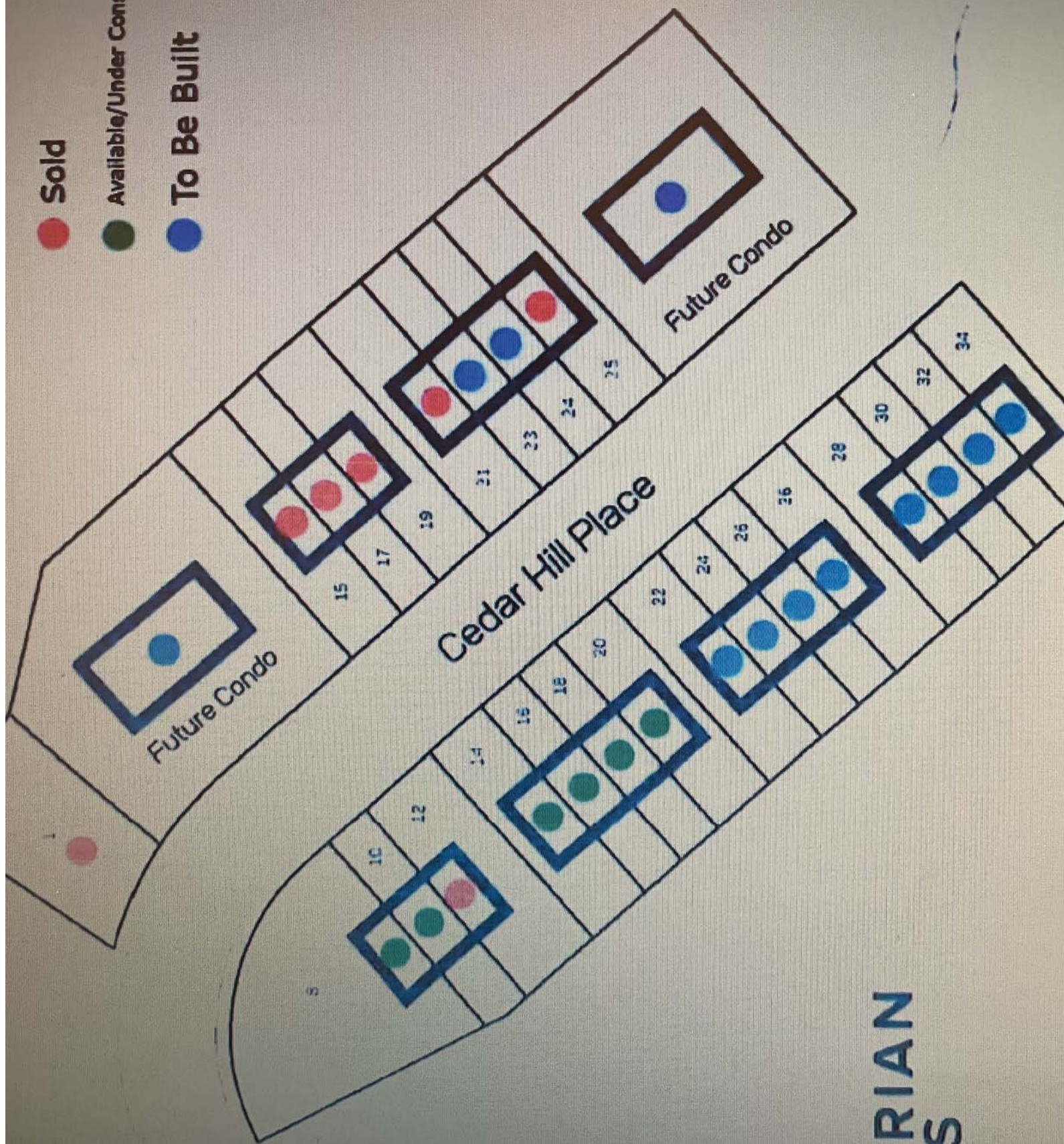
-----Original Message-----

From: [REDACTED]
Sent: Tuesday, April 12, 2022 9:26 AM
To: [REDACTED]
Subject: 11 cedar hill place

● Sold

● Available/Under Construct

● To Be Built



VICTORIAN
HOMES

Karen Chafe

From: [REDACTED]
Sent: Monday, April 11, 2022 3:36 PM
To: CityClerk
Subject: (EXT) 11 Cedar Hill Place - Dev2200009

Hello,

I am providing my comments for the proposed application of an Apartment Building with six dwelling units at 11 Cedar Hill Place.

As a resident of the area, I strongly disagree with and disapprove the proposed plan of constructing an apartment complex in this residential area. I feel the complex will be an unsightly addition to the area which is solely composed of single family homes and duplexes. It is of my personal opinion that any type of large complex should not be built in the middle of a residential area. I understand the developer is trying to take advantage of a multiple resident income property in a small footprint, however these types of dwellings should be built in areas more suited for that type of development.

I understand the need for these type of developments, however, I feel it is unfair to the residents who have purchased property's in this area without the knowledge that apartment complexes would be constructed in such a close proximity to their homes.

I strongly feel that there are other areas in Southlands much better suited for a apartment complex type dwellings. As a family, we would relocate from the area if this is the direction the development is heading.

Regards,

[REDACTED]

[REDACTED]

April 12, 2022

To whom it may concern,

I currently live [REDACTED] of the proposed apartment complex for Cedar Hill Place. I am not in favor of this happening for several reasons.

First of all, when I bought my house I was told that the lot in question was to be used for a condo building for four units. It was mentioned that the plan was to make them small and keep the structure the same style as the houses that are currently there in order to maintain the residential character of the housing. A condo would be owned by a person or family and thus they would have pride in the property. An apartment building will have renters and I feel that the pride in keeping the community clean will be lost.

Secondly, a six apartment complex will need a parking lot and the small housing feeling that currently exists will be lost. Who wants a parking lot [REDACTED] If this was the initial plan then I would not have bought my house knowing this but that was not the case. I was led to believe a totally different situation.

Thirdly, the quiet little area will see a large increase in traffic immediately next door. Six apartments could bring in 12 potential cars plus visitors. This increase in traffic will increase the noise level and ruin the sense of community that currently exists there.

Fourthly, I feel that this apartment complex will decrease the value and selling potential of my house. My home currently is in a quiet area with little noise pollution, all the homes are the same and I feel a great area that would attract many looking to buy a home. But, who wants to buy a house [REDACTED] apartment building with a parking lot? I feel that this will decrease the desirability of my home and will put me at a disadvantage.

Please take into consideration the above issues. If this plan was revealed before I had purchased it then I definitely would not have settled there. Such a plan should have been outlined in advance.

Thank you for your time and consideration,
[REDACTED]

ST. JOHN'S

Report of Committee of the Whole - City Council

Council Chambers, 4th Floor, City Hall

April 6, 2022, 9:30 a.m.

Present: Deputy Mayor Sheilagh O'Leary
Councillor Maggie Burton
Councillor Ron Ellsworth
Councillor Sandy Hickman
Councillor Debbie Hanlon
Councillor Jill Bruce
Councillor Ophelia Ravencroft
Councillor Jamie Korab
Councillor Ian Froude
Councillor Carl Ridgeley

Regrets: Mayor Danny Breen

Staff: Derek Coffey, Deputy City Manager of Finance & Administration
Tanya Haywood, Deputy City Manager of Community Services
Jason Sinyard, Deputy City Manager of Planning, Engineering & Regulatory Services
Lynnann Winsor, Deputy City Manager of Public Works
Cheryl Mullett, City Solicitor
Susan Bonnell, Manager - Communications & Office Services
Ken O'Brien, Chief Municipal Planner
Karen Chafe, City Clerk
Jennifer Squires, Legislative Assistant

Others Randy Carew, Manager of Regulatory Services
Kelly Maguire, Supervisor of Marketing & Communications

1. Revised Social Media Policy

Councillor Ellsworth provided an overview of the revised Social Media Policy, which would reflect the current social media landscape and is independent of specific technology. The current policy was last updated in 2011 and would be rescinded upon approval of the revised policy. Councillor Froude asked for clarification on the following item:

- 3.1 (g) The City reserves the right to restrict or remove any content that is deemed to be, in its sole discretion, in violation of this policy, or any applicable legislation.

The Manager of Communications & Office Services responded although the policy applies to both City and personal accounts, the above applied to posts and comments made on City of St. John's pages only, and not to Councillors' personal accounts.

It was then asked why Metrobus and the Transportation Commission were not included in the policy. Human Resources advised that as Metrobus and the Transportation Commission employees are governed by a different set of policies, they should be excluded from the policy. Councillor Froude questioned if Metrobus had a social media policy, and Staff were unaware if such a policy exists. This will be verified in advance of the Regular meeting.

Staff advised that the policy was not intended to restrict Councillors from stating their opinions on matters, or the Public's ability to comment on City accounts. The policy provides Staff with the authority to remove inappropriate or harmful content from City of St. John's accounts as required. Council were reminded that when they do speak on social media, they are representing the City and to consider the implications of what they say.

Councillor Korab recommended that the policy be reviewed every one to two years as social media is constantly changing. Staff responded that the revised policy was less prescriptive and more general than the current policy, acting as umbrella to cover new forms of social media as they arise. Councillor Ellsworth noted that it is incumbent on Council to understand City policies, which would become more difficult as the new Code of Conduct comes into force. The City Solicitor advised that the City has a draft Code of Conduct which will be updated when the Municipal Conduct Act is passed. Staff will provide updates to Council as required,

taking into account Council's concerns about social media, and provide guidance on representing the City's policies in a correct and accurate way.

Recommendation

Moved By Councillor Ellsworth

Seconded By Councillor Korab

That Council rescind the existing Corporate Social Media Usage Policy and replace it with the revised Social Media Policy.

For (10): Deputy Mayor O'Leary, Councillor Burton, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

2. New Replacement of Water and Sewer Service Lines for Residential Redevelopment Policy

Councillor Korab questioned how the policy would apply to applications approved prior to June 1st that had not yet begun work under their Plumbing Permit. The Manager of Regulatory Services responded that the new policy would only apply to applications received after the policy comes into force on June 1st.

Recommendation

Moved By Councillor Hickman

Seconded By Councillor Ellsworth

That Council approve the Replacement of Water and Sewer Service Lines for Residential Redevelopment Policy, rescind the previous related policy (08-04-17), and approve the new policy coming into force effective June 1, 2022.

For (10): Deputy Mayor O'Leary, Councillor Burton, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

3. **20 George's Pond Road, REZ2000003**

Councillor Froude informed Council on an application to rezone a portion of land at 20 George's Pond Road from Rural to a mix of Residential and Commercial zoning. Staff are recommending rejection of the application as the site has limited municipal services and the area is underdeveloped with lands that are not intended to be settled for urban development within the 10-year planning period. Included in the Decision Note are a number of upgrades and information that would be required prior to rezoning. This would come at significant cost to the applicant and Staff have indicated that should the application move forward, the development would be costly to service.

Members of Council were not in support of the Staff recommendation. Despite the challenges outlined in the Decision Note, Council felt it would be beneficial to give the proponent an opportunity to provide the required information before rejecting the application. Councillor Hickman stated that the project had merit, and cautioned against discouraging development opportunities, noting that the developer had been working on the project for several years. He was in support of letting the applicant review the costs required and determine the feasibility of the project. Councillors Korab and Ellsworth were in support of considering the rezoning and directing Staff to draft the terms of reference for a Land Use Report. Deputy Mayor O'Leary agreed with the Staff recommendation to reject. She advised against opening the land up for development without adequate information and noted that the potential cost for the developer was a concern and could result in more grief than benefit.

Additional clarification on the chronology of the application was requested. The Chief Municipal Planner informed Council that the application was received in 2020 and has been held up due to insufficient information from both the City and the proponent. Councillor Froude asked if the area was included in the 2019 Wetlands Study. Staff replied that it was included, and there were no wetlands associated with this particular piece of land. The inclusion of conditions stemming from the 2018 decision of Council concerning development above the 190m Contour was then questioned. Staff responded that originally the application was for lands above and below the 190m Contour, and Staff wished to provide context as it is bordering the contour line. It was asked if there were any concerns with water supply in the area, as referenced in item 2(b) of the Decision Note. The Chief Municipal Planner replied that there were no concerns with water supply at this time.

Council voted against the Staff recommendation, and Councillor Froude put forward the following recommendation for approval:

That Council direct staff to draft terms of reference for a Land Use Report which will include the servicing studies needed to fully analyze how development should proceed at this location and bring it back to Council for consideration.

Deputy Mayor O'Leary asked for clarification on what the new motion would entail. The Deputy City Manager of Planning, Engineering, and Regulatory Services responded that Staff would draft the conditions for the Land Use Report, which would then come to Council for approval. If approved, the applicant would be contacted to complete the report. Once submitted, Staff would then complete a technical review and bring the application back to Council for consideration. Approval of the motion would be the first step in Council contemplating the rezoning, and public engagement would be part of the process depending on the direction of Council.

Recommendation

Moved By Councillor Froude

Seconded By Councillor Korab

That Council reject the request to rezone land at 20 George's Pond Road for the purpose of a residential and commercial development because it is considered premature development at this time.

For (3): Deputy Mayor O'Leary, Councillor Burton, and Councillor Ravencroft

Against (7): Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION LOST (3 to 7)

Recommendation

Moved By Councillor Froude

Seconded By Councillor Hickman

That Council direct staff to draft terms of reference for a Land Use Report which will include the servicing studies needed to fully analyze how

development should proceed at this location and bring it back to Council for consideration.

For (10): Deputy Mayor O'Leary, Councillor Burton, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION CARRIED (10 to 0)

Mayor

DECISION/DIRECTION NOTE

Title: Revised Social Media Policy

Date Prepared: March 21, 2022

Report To: Committee of the Whole

Councillor and Role: Councillor Ron Ellsworth, Finance & Administration

Ward: N/A

Decision/Direction Required: Approval of a revised Social Media Policy and rescission of a current related policy.

Discussion – Background and Current Status:

The City's current social media policy, [10-03-02 Corporate Social Media Usage Policy](#), was first developed in 2010 and last revised in 2011. Since that time, the social media landscape has changed dramatically and social media has become a critical component of the City's corporate communications strategy.

The 2010 policy focused on the technologies used and primarily discussed operational-level activities. The revised policy provides high-level direction to employees and is independent of specific technology. Operational guidance will be provided via the new Social Media Handbook.

The revised policy aligns with the City's vision and guiding principles, establishes guidelines for the use of City social media sites, and advises employees of their obligations when posting to corporate and personal social media accounts.

Key Considerations/Implications:

1. Budget/Financial Implications: Not applicable.
2. Partners or Other Stakeholders: Departmental employees authorized to post to City social media accounts are key partners in the implementation of this policy.
3. Alignment with Strategic Directions/Adopted Plans:
 - "An effective city" goal: "Work with our employees to improve organization performance through effective processes and policies"
4. Legal or Policy Implications:
 - The Office of the City Solicitor has reviewed and approved the policy.

5. Privacy Implications:

- There were no privacy implications related to the development of the revised policy.
- Use of City social media accounts are required to comply with the City's Privacy Management Policy and the Access to Information and Protection of Privacy Act, 2015.

6. Engagement and Communications Considerations:

- Employees will be advised of the new policy and those administering City social media accounts will be provided further direction related to specific procedures through a Social Media Handbook.

7. Human Resource Implications:

- The Human Resources Division will be responsible for reviewing the Social Media Policy with employees during orientation and at any other times, as required.
- All postings should be consistent with employees' employment obligations, including, but not limited to those obligations under the St. John's Code of Ethics By-law and City policies.

8. Procurement Implications: Not applicable.

9. Information Technology Implications: The policy will be implemented using existing information technology resources.

10. Other Implications: Not applicable.

Recommendation:

That Council rescind the existing Corporate Social Media Usage Policy, and replace it with the revised Social Media Policy.

Prepared by: Trina Caines, Policy Analyst

Reviewed by: Susan Bonnell, Manager, Communications and Office Services

Approved by: Derek Coffey, Acting City Manager;
Karen Chafe, City Clerk, Corporate Policy Committee (CPC) Co-Chair;
Leanne Piccott, Manager - HR Advisory Services, CPC Co-Chair

Attachment:

Draft Social Media Policy

Report Approval Details

Document Title:	Decision Note - Revised Social Media Policy.docx
Attachments:	- Draft Social Media Policy - For COTW Review.docx
Final Approval Date:	Mar 27, 2022

This report and all of its attachments were approved and signed as outlined below:

Karen Chafe - Mar 27, 2022 - 7:17 PM

DRAFT – For Discussion Only

City of St. John's Corporate and Operational Policy Manual

Policy Title: Social Media Usage Policy	Policy #: 10-03-02
Last Revision Date: 2011-09-01	Policy Section: Communications > Internet
Policy Sponsor: Manager, Marketing and Office Services	

1. Policy Statement

The City's is committed to developing and maintaining a Social Media presence that:

- a) is informative, welcoming, respectful, and inclusive;
- b) aligns with the City's vision and guiding principles;
- c) supports the City's image; and
- d) is accessible, transparent, and accountable.

2. Definitions

"Authorized Content Provider" means an Employee recognized by the Marketing and Communications Division to post and/or modify content on a Social Media site.

"Department Head" means all Deputy City Managers (DCMs) and the City Manager or their designate.

"Employee" means any person employed by the City of St. John's as a permanent, term, part-time, casual, contract, seasonal, temporary, or student worker.

"Social Media" means publicly-accessible digital communications, including but not limited to, social networks, video and photo file sharing, social bookmarking, blogs, micro-blogs, podcasting, or wikis; including freely accessible online tools used to produce, post, and interact using text, images, video, and/or audio to communicate, share, collaborate, or network.

3. Policy Requirements

The City of St. John's uses Social Media as a communication and engagement tool for information sharing and dialogue.

3.1 General Requirements

- a) City Social Media content shall:
 - i. align with the City's vision and guiding principles and not negatively impact on the City's reputation; and
 - ii. be accurate, transparent, and accountable.
- b) Use of Social Media shall support the City's operational objectives.
- c) Only authorized Employees shall create, publicize, and manage a City Social Media account.
- d) All City Social Media sites shall conform with the appropriate and applicable City corporate branding and standards.
- e) All City Social Media sites shall contain a link to the **Social Media Terms of Use**.
- f) All Social Media activities shall be in accordance with the City's **Social Media Handbook**.
- g) The City reserves the right to restrict or remove any content that is deemed to be, in its sole discretion, in violation of this policy, or any applicable legislation.

3.2 Authorized Content Providers

- a) Authorized Content Providers shall only communicate authorized information.

3.3 Employee Use of Social Media

- a) An Employee shall not represent the City of St. John's on any Social Media unless authorized to do so.
- b) All Employees shall use sound judgment when posting to their personal Social Media and all postings should be consistent with their employment obligations, including, but not limited to those obligations under the St. John's Code of Ethics By-law and City policies.

4. Application

This policy applies to all Employees, excluding St. John's Transportation Commission (Metrobus) employees.

5. Responsibilities

5.1 The Manager, Marketing and Office Services shall be responsible for:

- a) managing the overall implementation of this policy;
- b) approving an annual Social Media Strategy; and
- c) approving Authorized Content Providers.

5.2 Marketing and Communications Employees shall be responsible for:

- a) supporting departments with their Social Media requirements, as required; and
- b) monitoring compliance with the policy.

5.3 Authorized Content Providers shall be responsible for:

- a) complying with this policy in their use of Social Media.

5.4 All Employees shall be responsible for:

- a) complying with this policy in their use of Social Media.

5.5 Department Heads shall be responsible for:

- a) advising their Employees to comply with the policy and related documents.

5.6 Department of Human Resources shall be responsible for:

- a) reviewing the Social Media Policy with Employees during orientation and as required.

6. References

[01-04-01 Records Management Policy](#)

[01-04-02 Privacy Management Policy](#)

[03-05-04 Employees Publicly Criticizing the City](#)

[03-05-19 Respectful Workplace Policy](#)

[Access to Information and Protection of Privacy Act, 2015](#)

City of St. John's Code of Ethics By-law

Social Media Handbook

Social Media Terms of Use

7. Approval

- Policy Sponsor: Manager, Marketing and Office Services
- Policy Writer: Manager, Marketing and Office Services;
Policy Analyst
- Date of Approval from
 - Corporate Policy Committee: 2020-11-19
 - Senior Executive Committee:
 - Committee of the Whole:
- Date of Approval from Council:

8. Monitoring and Contravention

The Marketing and Communications Division shall monitor the application of this policy.

Any contravention of this policy and/or associated documents shall be reported to the Department of Finance and Administration (including Human Resources Division), the Office of the City Solicitor, and/or the City Manager, for further investigation and appropriate action, which may include, but is not limited to, legal action and discipline, including dismissal.

9. Review Date

Every four years.

DECISION/DIRECTION NOTE

Title: New Replacement of Water and Sewer Service Lines for Residential Redevelopment Policy

Date Prepared: March 9, 2022

Report To: Committee of the Whole

Councillor and Role: Councillor Sandy Hickman, Public Works

Ward: N/A

Decision/Direction Required: Approval of New Replacement of Water and Sewer Service Lines for Residential Redevelopment Policy and Rescission of Related Policy

Discussion – Background and Current Status:

The proposed new policy will provide greater clarity with respect to when developers and residents who are redeveloping properties must upgrade their service lines. It will also require that they conform to the requirements of the latest version of the City Construction Specifications Book and/or the National Plumbing Code of Canada.

In order to provide an opportunity for communication to individuals and companies who might be affected by the policy, the City recommends that the policy not come into force until June 1, 2022. At that time, the existing policy ([08-04-17 - Replacement of Property Laterals when Redeveloping Residential Property](#)) will be rescinded.

Key Considerations/Implications:

1. Budget/Financial Implications: There are no budget or financial implications for the City.
2. Partners or Other Stakeholders: Developers and residents who are redeveloping residential property.
3. Alignment with Strategic Directions/Adopted Plans: The policy is aligned with the St. John's Development Regulations 2021.
4. Legal or Policy Implications: The Office of the City Solicitor has reviewed and approved the policy.

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5. Privacy Implications: Implementation of the policy will require compliance with the City's Privacy Management Policy and the Access to Information and Protection of Privacy Act, 2015.
6. Engagement and Communications Considerations: The Department has contacted the Communications and Office Services Division and Organizational Performance and Strategy Division regarding communications and training requirements.
7. Human Resource Implications: The policy will be implemented with existing human resources.
8. Procurement Implications: Not applicable.
9. Information Technology Implications: Not applicable.
10. Other Implications: Not applicable.

Recommendation:

That Council approve the Replacement of Water and Sewer Service Lines for Residential Redevelopment Policy, rescind the previous related policy (08-04-17), and approve the new policy coming into force effective June 1, 2022.

Prepared by: Trina Caines, Policy Analyst

Reviewed by: Jason Phillips, Manager, Infrastructure;
Randy Carew, Manager, Regulatory Services

Approved by: Lynnann Windsor, Deputy City Manager, Public Works;
Karen Chafe, City Clerk, Corporate Policy Committee (CPC) Co-Chair;
Leanne Piccott, Manager - HR Advisory Services, CPC Co-Chair

Report Approval Details

Document Title:	DN - Replacement of Water and Sewer Service Lines Policy.docx
Attachments:	- Draft Replacement of Water and Sewer Service Lines Policy - For COTW.docx
Final Approval Date:	Mar 30, 2022

This report and all of its attachments were approved and signed as outlined below:

Karen Chafe - Mar 30, 2022 - 11:48 AM

City of St. John’s Corporate and Operational Policy Manual

Policy Title: Replacement of Water and Sewer Service Lines During Residential Property Redevelopment	Policy #: 08-04-17
Last Revision Date: N/A	Policy Section: Public Works > Water and Sewer
Policy Sponsor: Deputy City Manager, Public Works	

1. Policy Statement

The purpose of this policy is to provide direction to Employees and Applicants related to replacement of Water and Sewer Service Lines for residential property redevelopment.

2. Definitions

“Applicant” means the Owner or their authorized representative.

“Dwelling” shall have the same meaning as defined by the City of St. John’s Act, that is “a house or building, or portion of a house or building, which is occupied in whole or in part, as the home, residence, or sleeping place of one or more persons.”

“Employee” means any person employed by the City of St. John’s as a permanent, term, part-time, casual, contract, seasonal, temporary, or student worker.

“Owner” shall have the same meaning as defined in the St. John’s Building By-Law, that is, “the owner as recorded on the tax roll of the City of St. John’s”.

“Water Service Line” means an underground pipe that carries water from the Dwelling to the City’s water mains.

“Sewer Service Line” means an underground pipe that carries wastewater from the Dwelling to City’s sewer main.

“Substantial Renovation” means a renovation where all or substantially all of the interior of a building, with the exception of certain structural components (that is, the foundation, external walls, interior supporting walls, roof, floors, and staircases), has been removed or replaced, in the sole opinion of the City.

3. Policy Requirements

3.1 Replacement of Service Lines

- a) When an Applicant applies for a Building Permit and/or Plumbing Permit for a residential property that includes (i) a Substantial Renovation (as defined in Section 2), or (ii) renovations/additions that will increase the plumbing fixture units beyond 21 on a 12mm diameter Water Service Line, the following conditions apply:
 - i. the material, size, and/or condition of the existing Water Service Lines and/or existing Sewer Service Line shall conform to the requirements of the latest version of the [City Construction Specifications Book](#) and/or the [National Plumbing Code of Canada](#) and;
 - ii. If the existing Water Service Lines or existing Sewer Service Lines do not conform as outlined above, the Water Service Line and/or Sewer Service Line shall be replaced to the satisfaction of the City.
- b) The City shall perform an inspection of the existing Service Lines to determine if the circumstances in (a) above apply.

- c) The City shall not issue final approvals until the Water Service Lines and Sewer Service Lines are inspected by the City and conform to the latest version of the [City Construction Specifications Book](#) and/or the [National Plumbing Code of Canada](#).

4. Application

This policy applies to the replacement of Water Service Lines and Sewer Service Lines for residential property redevelopment.

5. Responsibilities

5.1 Department of Public Works (PW) Employees shall be responsible for:

- a) implementing this policy and any associated procedures; and
- b) documenting all appropriate approvals prior to conducting any work.

5.2 Department of Planning, Engineering and Regulatory Services (PERS) Employees shall be responsible for:

- a) determining whether a renovation meets the criteria for “Substantial Renovation”;
- b) determining the number of plumbing fixture units in a Dwelling; and
- c) enforcing the requirements as noted above.

5.3 PW and PERS managers who supervise staff shall be responsible for, in addition to the duties in Section 5.1 and/or 5.2:

- a) overseeing the documentation of all appropriate approvals prior to conducting any work; and
- b) monitoring and reviewing policy compliance.

5.4 All Members of Council and all Employees shall be responsible for:

- a) directing inquiries from the public to the appropriate department.

5.5 The Deputy City Managers of PW and PERS shall be responsible for:

- a) communicating this policy and related procedures to all applicable Employees in their departments; and
- b) directing that their departments comply with this policy and/or associated procedures.

5.6 Applicants shall be responsible for:

- a) complying with all requirements, as directed by the City.

6. References

- [City Construction Specifications Book](#)
- [National Plumbing Code of Canada](#)
- [St. John's Building By-Law](#)

7. Approval

- Policy Sponsor: Deputy City Manager, Public Works
- Policy Writer: Policy Analyst; Manager, Infrastructure
- Date of Approval from
 - Corporate Policy Committee: February 15, 2022
 - Senior Executive Committee:
 - Committee of the Whole:
- Date of Approval from Council:

8. Monitoring and Contravention

- a) The Department of Public Works shall monitor the application of this policy.
- b) Any contravention of this policy and/or associated procedures shall be reported to the Department of Planning, Engineering, and Regulatory Services; Department of Public Works; Department of Finance and Administration (Human Resources Division); the Office of the City Solicitor; and/or the City Manager for further investigation and appropriate action, which may include, but is not limited to legal action and discipline, including dismissal.
- c) Applicants or Owners that do not comply with the policy may be refused final approvals by the City for the current construction and/or development and may be subject to prosecution for violation of applicable by-laws or regulations.

9. Review Date

Every 5 years

DECISION/DIRECTION NOTE

Title: 20 George's Pond Road, REZ2000003

Date Prepared: March 29, 2022

Report To: Committee of the Whole

Councillor and Role: Councillor Ian Froude, Planning

Ward: Ward 3

Decision/Direction Required:

To consider rezoning a portion of the land at 20 George's Pond Road from the Rural (RUR) Zone to the Apartment 2 (A2) Zone, Residential 3 (R3) Zone and Commercial Mixed Use (CM) Zone for a residential and commercial development.

Discussion – Background and Current Status:

The City has received an application from Nosegard Holdings Limited to rezone a portion of land at 20 George's Pond Road to accommodate a residential and commercial development. The applicant has requested to rezone land from the Rural (RUR) Zone to the Apartment 2 (A2), Residential 3 (R3) and Commercial Mixed Use (CM) Zones. The proposed development would also require a Municipal Plan Amendment to redesignate the land from the Rural District to the Residential and Commercial Districts, and well as an amendment to the St. John's Urban Region Regional Plan to redesignate the land from Rural to Urban Development.

Location



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The proposed development contains a mix of higher density housing forms and commercial uses – this combination is encouraged in the Envision St. John's Municipal Plan to create mixed, walkable communities. However, the location of the site raises concerns.

The site is located west of the Team Gushue Highway and has limited municipal services. The full property goes above 190 metres elevation, which is the current service limit until major new infrastructure is built. Note that the application includes only that portion of the property which is below 190 metres. With the exception of a few unserved dwellings and buildings, this area on the southern flanks of Kenmount Hill is undeveloped. The proposed development would open this area for future development.

The City commissioned a draft Kenmount Concept Plan for Lands Above 190 Metres, which also examined some lands below 190 metres, from Kenmount Hill to the Team Gishue Highway, including the area of the subject property. This 2017 study included approximately 365 hectares of land owned by several private and public landowners. The intent of the report was to create a comprehensive land-use development plan, to recommend a layout for various types of land uses and a road layout, determine municipal infrastructure requirements, and identify and reserve environmentally important and sensitive lands in the study area. This report has not been adopted by Council to date.

At its February 19, 2018 regular meeting, Council decided on the following:

1. Undertake public engagement and specifically landowner engagement to present the draft plan and solicit feedback on it. Use this feedback to consider modifications to the plan prior to adoption.
2. Do not adopt this draft plan until such time as:
 - a. Public feedback is received and considered.
 - b. The water supply analysis determines in more detail the limit of development in the region based on the current supply.
 - c. The new development regulations and wetland study are complete to ensure that this plan aligns with those overarching documents.
 - d. The road connections can be further investigated, in particular the connection to the south side of Kenmount Road through an existing commercial property.
3. Proceed with a more detailed assessment of the suggested key road network improvements based on the calibrated traffic model.
4. Advance a plan for the identification and future construction of an additional water supply for the region.

Some of the items listed above are still to be completed and therefore the concept plan has not been adopted. To develop this area prior to completion/adoption of the Kenmount Concept Plan may be premature. If the development is to proceed, the City would need to decide if the services to the site will be sized to accommodate development for the entire area or just for the proposed site. Additional comments on servicing the site are provided below.

Municipal Plan and Regional Plan Policies

From the Envision St. John's Municipal Plan, the Rural Land Use District is applied to lands outside the urban core characterized by farming, large tracks of open spaces, a limited number

of rural dwellings, and lands that are not intended to be settled for urban development within the 10-year planning period. As such, Section 8.10.2 states that lands not intended for urban development over the next 10 years shall be designated under the Rural Land Use District. As the Envision Municipal Plan was just approved in November 2021, it was not anticipated that this land would be opened for development this early in the 10-year planning period.

This land is also designated as Rural under the St. John's Urban Region Regional Plan administered by the Province. From the Regional Plan, the objectives are to guide new development in the best interests of the entire region, develop a clear distinction between the urban and rural parts of the region, and encourage development to concentrate within defined urban areas. To consider non-rural residential and commercial development at 20 George's Pond Road, an amendment to the Regional Plan to redesignate the land as Urban Development is required. To consider this development, the City would need to ask the Minister of Municipal and Provincial Affairs to consider a Regional Plan amendment, and the ultimate decision to allow urban development in this area is at the discretion of the Minister.

Site Location and Servicing

There is insufficient information provided with the application for City staff to provide a full set of engineering comments at this time with respect to rezoning. The City has asked for additional information on how the applicant intends to service the development. However, given that the extent of information needed would be a significant cost to the applicant, staff are bringing the application forward to the Committee of the Whole at this stage for direction.

Some initial engineering comments regarding servicing and access is provided.

- Sanitary
 - There is no sanitary sewer main in the area of the proposed development. A sewer main crossing has been installed across the Team Gushue Highway. These pipe crossings are not currently connected to the City system, but terminate at manholes on either side of the Team Gushue Highway. The developer will likely need to connect their development at George's Pond Road and George's Pond Place. Based on the partial routing on the concept plan, this would involve extending the sewer to the development location, approximately 400 metres from the closest manhole.
 - The developer will then need to extend a sanitary sewer main from the south manhole of the crossing to a point in the City's sanitary sewer system in Cowan Heights, provided that sufficient capacity exists.
 - The developer will need to assess the system and identify where they want to connect this extension. Based a very rudimentary assessment, it appears that the closest point of connection would be to a manhole at Blackmarsh Road (approximately 500 metres from the Team Gushue Highway south manhole, depending on routing). However, the City cannot verify the capacity in the system at this location; the developer would be responsible to do so prior to rezoning.
 - The developer has proposed a servicing route along land that they do not own. Any work on property not owned by the developer will require appropriate permissions and easements. There appear to be several parcels of land

impacted by the development, including the provincial right-of-way of the Team Gushue Highway.

- Storm Water
 - The development will be subject to the City's Stormwater Detention Policy. Detention will be required, which will include capturing all stormwater runoff from the development and conveying it to an appropriate detention facility. The developer will be required to provide appropriate information such as stormwater modelling and the location and size of the detention facility.
 - The stormwater detention shown on the concept plan is outside of the developer's property boundary. Should this location be used, all appropriate legal agreements and/or easements will need to be provided.
 - The developer will need to provide the City with the proposed connection point, as well as appropriate routing. It is likely that this will be Kitty Gaul's Brook. The developer will need to determine how the stormwater will be conveyed to this (or another appropriate) location - for example, via pipe, open channel or a combination.
 - It is likely that the stormwater pipes will need to cross multiple properties not owned by the applicant. Any work on property owned by other parties will require appropriate permission and easements, including over the right-of-way of the Team Gushue Highway.
- Water
 - The proposed development is located under the 190-metre contour but is approaching the limits of the water service area. The developer will be responsible to verify available pressure and flows and design accordingly. The developer will need to extend the existing water main stub across the entire frontage of the property along George's Pond Place
- Road
 - Both George's Pond Road and George's Pond Place are substandard streets. The developer will be responsible to upgrade each street to an appropriate municipal standard across the entirety of their frontage.
 - A transportation study will likely be required for this development at the rezoning stage. This study may provide additional details on the extent to which George's Pond Road and George's Pond Place will need to be upgraded, as well as the design of intersections.
- Floodplain and Buffer for Kitty Gaul's Brook
 - Council approval is required for any work within a 100-metre floodplain or its 15-metre buffer.
 - Floodplain mapping in this area of Kitty Gaul's Brook has not been updated to include climate change rainfall. Because the required sanitary sewer pipe, and the most likely stormwater discharge location will be impacted by this floodplain/buffer, the developer will be responsible to determine the 100-year climate change floodplain for this section of Kitty Gaul's Brook, as well as its 15-metre buffer. If Council considers this rezoning, staff will draft the scope and limits of this study.

- Proposed Lots
 - The developer will be required to show all zone requirements (lot area, lot frontage, building line, side yards, rear yards, landscaping) on all lots and indicate parking.
 - Parking calculations will be required for the proposed apartment buildings and commercial areas.
- Other
 - The applicant has provided information on snow storage and Metrobus stop locations. This information has not been reviewed in detail at this stage, given the other concerns that may affect the site design.

Recommendation

Given that the proposed development would open Rural lands that were not anticipated for serviced residential and commercial development over the planning period, staff believe that this development is premature at this time and do not recommend considering the rezoning application. Should Council decide to consider a rezoning, staff will draft terms of reference for a Land Use Report which will include the servicing studies (indicated above) needed to fully analyze how development should proceed at this location and bring it back to Council for consideration. The initial staff review of servicing constraints indicates that this development will be costly to service.

Key Considerations/Implications:

1. Budget/Financial Implications: Not applicable.
2. Partners or Other Stakeholders: Neighbouring property owners and residents.
3. Alignment with Strategic Directions/Adopted Plans:
St. John's Strategic Plan 2019-2029 – A Sustainable City – Plan for land use and preserve and enhance the natural and built environment where we live
4. Legal or Policy Implications: An amendment to the Municipal Plan and Development Regulations, as well as to the St. John's Urban Region Regional Plan, are required should Council wish to proceed.
5. Privacy Implications: Not applicable.
6. Engagement and Communications Considerations: Not applicable.
7. Human Resource Implications: Not applicable.
8. Procurement Implications: Not applicable.
9. Information Technology Implications: Not applicable.

10. Other Implications: Not applicable.

Recommendation:

That Council reject the request to rezone land at 20 George's Pond Road for the purpose of a residential and commercial development because it is considered premature development at this time.

Prepared by: Ann-Marie Cashin, MCIP, Planner III – Urban Design & Heritage

Approved by: Ken O'Brien, MCIP, Chief Municipal Planner

Report Approval Details

Document Title:	20 George's Pond Road, REZ2000003.docx
Attachments:	- 20 George's Pond Road - Attachments.pdf
Final Approval Date:	Mar 31, 2022

This report and all of its attachments were approved and signed as outlined below:

Ken O'Brien - Mar 30, 2022 - 1:57 PM

Jason Sinyard - Mar 31, 2022 - 2:24 PM

SUBJECT PROPERTY

CDA-KENMOUNT

GEORGE'S POND PL

R

R

GEORGE'S POND RD

R

CDA-KENMOUNT

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OR

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R

RR

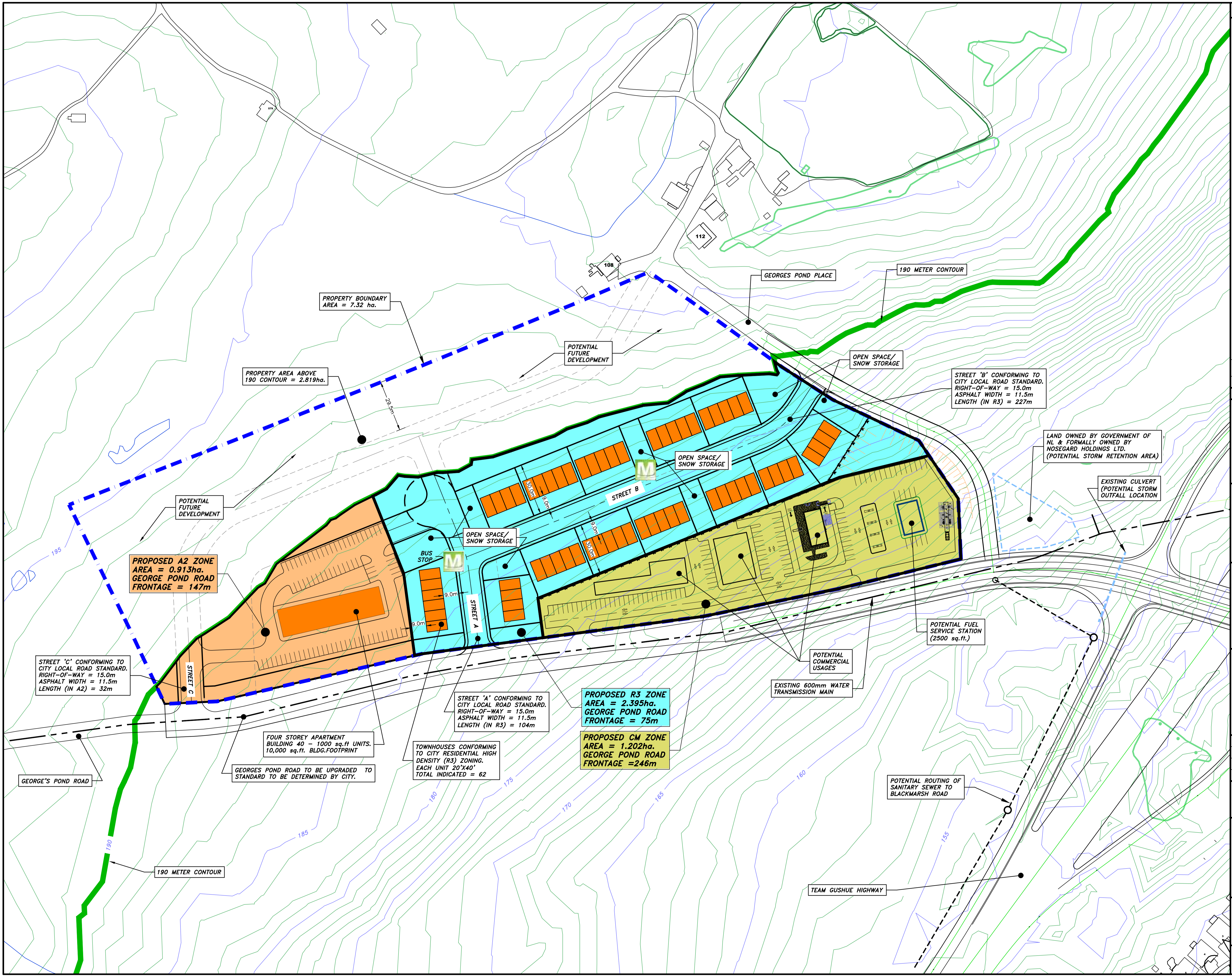
62

RR

CITY OF ST. JOHN'S

DISCLAIMER: This map is based on current information at the date of production.





NOTES

1.	ISSUED WITH ZONING APPLICATION	DB	10/01/20
No.	DESCRIPTION	BY	DD/MM/YY

REVISIONS

PROVINCE OF NEWFOUNDLAND	PERMIT HOLDER
	This Permit Allows
MAE DESIGN LIMITED	
To practice Professional Engineering in Newfoundland and Labrador.	
Permit No. as issued by APEGN F0249 which is valid for the year 2020.	

STAMP	

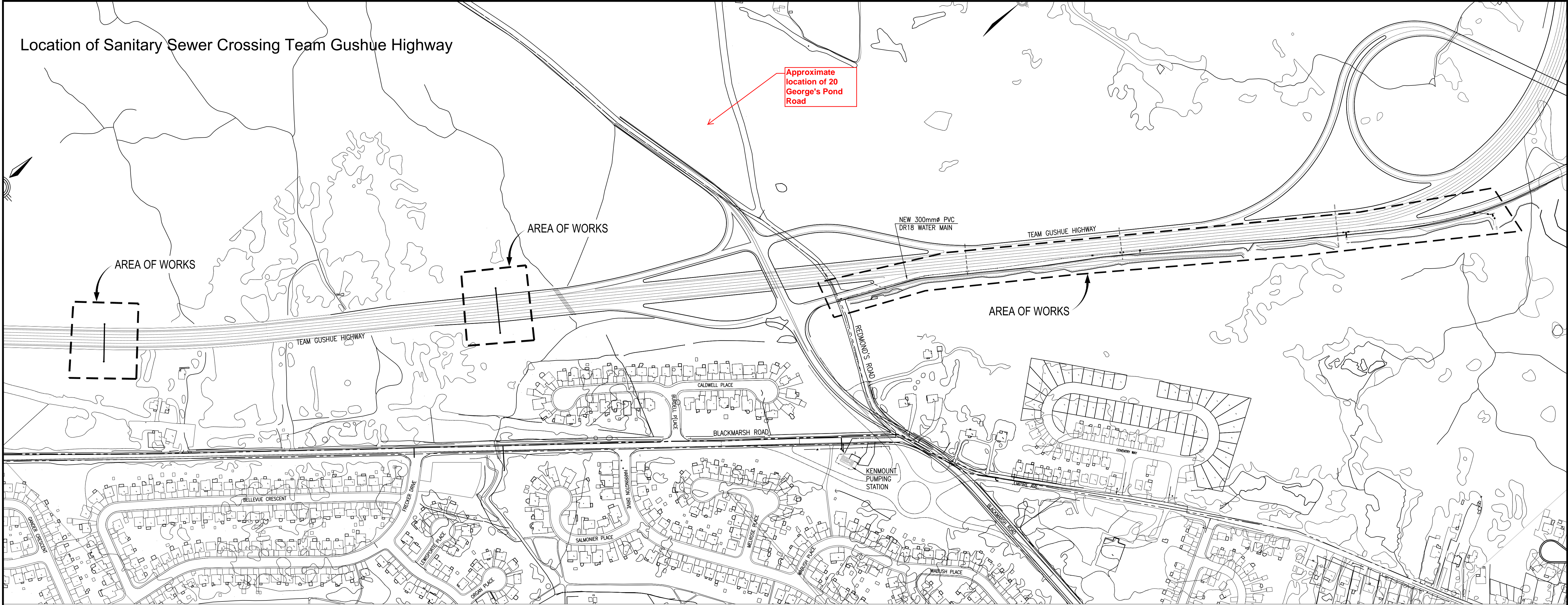
PRIME CONSULTANT	

SUB-CONSULTANT	

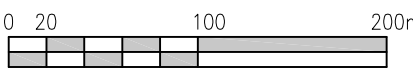
ORIGINAL DRAWING BY: D.B.	
CHECKED BY:	
APPROVED BY:	
SCALE 1:1000	

PROJECT	
PROPOSED COMMERCIAL AND RESIDENTIAL DEVELOPMENT	
BY: NOSEGARD HOLDINGS LTD	
GEORGE'S POND ROAD	
CITY OF ST. JOHN'S, NL	

DRAWING TITLE	
PRELIMINARY APPROVAL CONCEPT PLAN	
MAE DESIGN PROJECT No.	DRAWING No.
2019.059	C-1
	SHEET 1 OF 1



GENERAL SITE PLAN



LEGEND	
EXISTING	NEW
---+--- WATER MAIN WITH VALVE	---+--- WATER MAIN WITH GATE VALVE
---+--- FIRE HYDRANT AND VALVE	---+--- WATER TRANSMISSION MAIN
---+--- STORM SEWER MAIN	---+--- WATER TRANSMISSION MAIN C/W SM INSULATION BLANKET
---+--- SANITARY SEWER MAIN	---+--- SANITARY SEWER MAIN C/W MANHOLE
---+--- STORM SEWER WITH MANHOLE	---+--- WATER MAIN WITH HYDRANT AND VALVE
D I EXISTING DITCH INLET	AIR RELEASE CHAMBER
CB EXISTING CATCH BASIN	BOREHOLE AND NUMBER
○ EXISTING MANHOLE	
--- D --- EXISTING DITCH	
----- EXISTING CULVERT	
• EXISTING UTILITY POLE	
---•--- EXISTING UTILITY POLE WITH GUY	
SIGN EXISTING SIGN	
P.I. SURVEY LINE AND CONTROL POINT	

GENERAL NOTES

- CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO PROCEEDING WITH THE WORK.
- ALL WORK TO BE CARRIED OUT IN ACCORDANCE WITH APPLICABLE SECTION OF THE CITY OF ST. JOHN'S SPECIFICATIONS BOOK, UNLESS OTHERWISE NOTED.
- SURVEY:
 - COMPLETED BY LEGGE SURVEYS LIMITED.
 - ELEVATIONS SHOWN ON DRAWINGS ARE BASED ON GEODETIC DATA. FOR THE PURPOSE OF THIS CONTRACT 0.000 GEODETIC IS ASSUMED EQUAL TO MEAN SEA LEVEL.
 - BENCH MARK:

88G5115	80G2170
N 5264973.752	N 5264953.677
E 321815.457	E 320807.124
EL. 84.114	EL. 105.561
NAD 83	NAD 83
- CONTRACTOR MUST OBTAIN A STREET EXCAVATION PERMIT FROM THE CITY STREETS INSPECTOR PRIOR TO PERFORMING ANY EXCAVATION WORK WITHIN THE STREET RIGHT-OF-WAY.
- CONTRACTOR MUST COMPLETE A PERMIT TO CONNECT PRIOR TO PERFORMING ANY SERVICING WORK.
- THE CONTRACTOR IS TO MAINTAIN 1-WAY TRAFFIC AT ALL TIMES; PRIORITY FOR EMERGENCY VEHICLES. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE CITY'S TRAFFIC DIVISION PRIOR TO CONSTRUCTION. ANY AMENDMENTS TO THE APPROVED PLAN SHALL REQUIRE CITY'S PRIOR APPROVAL.
- CONTRACTOR IS ADVISED THAT WATER AND/OR SEWER SERVICES EXIST IN THE AREA OF WORKS. CONTRACTOR TO VERIFY LOCATION PRIOR TO EXCAVATION. NOTIFY ENGINEER OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND DRAWINGS.
- IMMEDIATELY UPON AWARD OF CONTRACT CONTRACTOR SHALL EXCAVATE AND CONFIRM LOCATION, DEPTH, SIZE, SHAPE AND TYPE OF MATERIAL OF EXISTING UNDERGROUND UTILITIES, SEWER MAINS AND WATER MAINS WHERE THERE ARE CONNECTIONS AND/OR CROSSINGS TO BE MADE. NO ADDITIONAL PAYMENT SHALL BE MADE FOR CONFIRMING EXISTING CONDITIONS.
- CONTRACTOR SHALL PROVIDE ALL TEMPORARY SIGNAGE FOR PEDESTRIAN AND TRAFFIC REROUTING AS REQUIRED.
- ACCESS TO EXISTING PROPERTIES AND BUSINESSES SHALL BE MAINTAINED AT ALL TIMES.
- THE LOCATION OF UNDERGROUND AND ABOVE GROUND UTILITIES, SERVICES AND STRUCTURES IS APPROXIMATE AND MAY NOT BE COMPLETE. THE CONTRACTOR SHALL PROVE THE EXACT LOCATION OF ALL UTILITIES AND STRUCTURES BEFORE CONSTRUCTION AND WILL BE RESPONSIBLE FOR PROTECTING THEM AGAINST DAMAGE, ASSUMING ALL LIABILITIES FOR DAMAGE OF SUCH.
- CONTRACTOR TO CONTACT UTILITY COMPANIES REGARDING ANY UNDERGROUND UTILITIES. CONTRACTOR TO USE CAUTION TO LOCATE EXISTING U/G POWER AND TELECOMMUNICATIONS LINES. LINES SHALL BE KEPT IN SERVICE WHERE TRENCHING CROSSES U/G LINES. CONTRACTOR SHALL SUBMIT SUPPORT AND BRACING DETAILS TO ENGINEER FOR APPROVAL PRIOR TO UNDERMINING POWER OR TELECOMMUNICATION SERVICES.
- NOTIFY ENGINEER IMMEDIATELY REGARDING ANY CONFLICTS WITH EXISTING/PROPOSED UNDERGROUND INFRASTRUCTURE.
- ALL DEMOLISHED ASPHALT, CURB, GUTTER, SIDEWALK, MISCELLANEOUS CONCRETE, PIPE AND ANY OTHER UNSUITABLE MATERIALS MUST BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.
- AS BUILT DATA SHALL BE SURVEYED FOR NEW WATER TRANSMISSION MAIN, DRAIN LINES TO TOP OF WATER MAIN LOCATION (EVERY 5.0M) AND AT EVERY FITTING, VALVE LOCATIONS AND TRENCH ROCK LOCATION AND ELEVATIONS.
- BOREHOLE LOCATIONS SHOWN ON PLANS ARE BASED ON REPORT SUBMITTED BY STANTEC LTD. REFER TO SUPPLEMENTARY SPECIFICATIONS FOR DETAILED INFORMATION ON BOREHOLES.
- ALL VALVES SHALL HAVE CLOCKWISE DIRECTION OPERATOR TO CLOSE, WITH A 2" OPERATOR NUT.
- ROCK REMOVAL IF REQUIRED SHALL BE CARRIED OUT BY MECHANICAL MEANS ONLY. THE USE OF EXPLOSIVES IS NOT PERMITTED ON SITE.
- ALL EXISTING LANDSCAPED AREAS AND AREAS DISTURBED BY CONTRACTORS OPERATIONS, STOCKPILING, MATERIALS STORAGE SHALL BE REINSTATED TO PRE-CONSTRUCTION OR BETTER. THERE SHALL BE NO ADDITIONAL PAYMENT FOR REINSTATEMENT OF SUCH.
- ALL CONNECTIONS OF NEW WATER MAIN TO EXISTING WATER MAIN SHALL INVOLVE THE FOLLOWING:
 - A SITE MEETING SHALL BE ARRANGED WITH REGIONAL WATER STAFF PRIOR TO CONNECTION WORKS TO LOCATE MAINS AND DISCUSS DETAILS.
 - TWO (2) REGIONAL WATER PERSONNEL SHALL BE ONSITE DURING CONNECTION WORKS TO OPERATE VALVES.
 - CONTRACTOR SHALL HAVE ALL NECESSARY PARTS ON SITE PRIOR TO CONNECTION WORKS. PARTS SHALL BE VERIFIED BY REGIONAL WATER STAFF PRIOR TO START OF CONNECTION WORKS.
 - A PIPE REPAIR KIT SHALL BE MAINTAINED ON SITE.
 - CONNECTIONS WORKS SHALL BE SCHEDULED OUTSIDE PEAK DEMAND PERIODS TO MINIMIZE DISRUPTIONS, SCHEDULED WITH THE CITY OF ST. JOHN'S. CONTRACTOR SHALL PROVIDE 72 HOURS NOTICE TO REQUEST SCHEDULED DATE AND TIME TO UNDERTAKE CONNECTION WORKS. THE CITY OF ST. JOHN'S RESERVES THE RIGHT TO CANCEL ANY SCHEDULED WORK PERIOD IF CIRCUMSTANCES REQUIRE. DELAY CLAIMS FOR CANCELED OR RESCHEDULING OF THIS WORK WILL NOT BE CONSIDERED.
- CONTRACTOR SHALL SUBMIT TO PROVINCIAL DEPARTMENT OF TRANSPORTATION AND WORKS A COPY OF SITE SPECIFIC HAZARD ASSESSMENT, AS WELL AS ENVIRONMENTAL PROTECTION MEASURES TO CONFORM TO DEPARTMENT'S ENVIRONMENTAL PROTECTION PLAN.
- CONTRACTOR SHALL OBTAIN EXCAVATION PERMIT FROM DTW PRIOR TO ANY EXCAVATION WITHIN LIMITS OF TEAM GUSHUE HIGHWAY.
- CONTRACTOR SHALL ENSURE NO STONES IN EXCESS OF 300mm DIAMETER EXIST WITHIN 500mm OF SUBGRADE WHEN REINSTATING SUBGRADE OF TEAM GUSHUE HIGHWAY.
- CONTRACTOR SHALL DRAIN THE NEWLY INSTALLED WATER MAIN AFTER ALL CHLORINATION AND TESTING HAS BEEN COMPLETED AND ACCEPTED.
- CONTRACTOR SHALL ENSURE WATER MAIN INSTALLED TO ALIGNMENT SHOWN, WITH PIPE DEFLECTIONS WITHIN PIPE MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL COORDINATE WORK OF THIS CONTRACT WITH CONTRACTOR WORKING ON TEAM GUSHUE HIGHWAY PROJECT FOR DEPARTMENT OF TRANSPORTATION AND WORKS.

Dec 22, 2016 - 2:53pm By: SHAWN

<div>PROVINCE OF NEWFOUNDLAND AND LABRADOR</div> <div><div><div>PEG</div><div>Newfoundland and Labrador</div></div><div>PERMIT HOLDER This Permit Allows</div></div> <div>PROFESSIONAL ENGINEER REG. NO. 20184</div> <div>NEWFOUNDLAND DESIGN ASSOCIATES LIMITED</div> <div>To practice Professional Engineering in Newfoundland and Labrador. Permit No. as issued by PEG - 20184 which is valid for the year 2018.</div>	<div>STAMP</div> <div><div>REGISTERED PROFESSIONAL ENGINEER</div><div><div><div><div></div><div></div><div></div></div><div>P. I. PORTER</div><div><i>P. I. Porter</i></div><div>16-06-17</div><div>DATE</div></div></div><div>PROVINCE OF NEWFOUNDLAND</div></div>	DRAWN S. BUTT					<div>ENGINEERING CONSULTANTS</div> <div><div><div></div><div></div><div></div></div><div>NEWFOUNDLAND DESIGN ASSOCIATES LIMITED</div><div>CONSULTING ENGINEERS</div></div> <div><div>BALLY ROU PLACE 370 TORBAY ROAD ST. JOHN'S, NEWFOUNDLAND CANADA A1A 3W8 TELEPHONE: (709) 726-4490 TELEFAX: (709) 726-4499 e-mail: admin@ndal.com</div></div>	CLIENT	PROJECT TITLE	DRAWING TITLE	DRAWING No.
		DESIGNED G. PERRY									
		CHECKED P.T. PORTER	2	ISSUED FOR AS BUILT	PTP	16/12/22					
		APPROVED	1	ISSUED FOR CONSTRUCTION	PTP	16/07/22					
		SCALE AS SHOWN	0	ISSUED FOR TENDER	PTP	16/06/17					
			B	ISSUED FOR APPROVAL	PTP	16/06/09					
		PROJECT No. 2016009	A	ISSUED FOR 70% REVIEW	PTP	16/05/17					
	No.	REVISIONS	BY	Y/M/D							
<div>REDMOND'S ROAD WATER MAIN EXTENSION</div> <div>GENERAL SITE PLAN</div>											
<div>C1</div> <div>2016009-C1.dwg</div> <div>1 OF 7</div>											



Inclusion Advisory Committee Report

March 31, 2022

9:30 a.m.

Virtual

Present:

Joby Fleming, Co-Chair, Empower NL
Councillor Debbie Hanlon, Council Representative
Debbie Ryan, CNIB
Megan McGie, NL Association for the Deaf
Trevor Freeborn, Coalition of Persons with Disabilities
Renata Lang, Association for New Canadians
Heidi Edgar, Mental Health
Jane Simmons, Physical and Neurological Disabilities
TJ Jones, 2SLGBTQIA+
Carolyn Mills, Metrobus/GoBus, Accessible Transit
Natalie Godden, Manager of Family & Leisure Services
Trisha Rose, Fieldworker III, Inclusion Services
Vanessa Bambrick, Program Coordinator, Inclusion Services
Jennifer Squires, Legislative Assistant

Regrets:

Dr. Sulaimon Giwa, Co-Chair - Anti-racism
Kim Pratt Baker, Canadian Hard of Hearing Association
Alyse Stuart, Women's Issues
Nancy Reid, Coalition of Persons with Disabilities
Brittany Hiscock, CHHA NL

Others:

Kimberlie Hart, CNIB
Sandra Fox, Interpreter
Glenda Messier, Interpreter

1. **Anti-Racism Working Group Terms of Reference**

The Manager of Family & Leisure Services provided an overview of the work undertaken by the Anti Racism Working Group (ARWG). In January of 2021 Dr. Giwa and Mayor Breen led an ARWG community forum, where they heard from a range of community members, organizational stakeholders, and individuals with lived experience about the need for this working group. Those in attendance provided guidance on the objectives, parameters, and work to be completed by the ARWG. The feedback provided through the community forum served as the starting point for the development of the ARWG terms of reference, selection process and workplan.

Following the community forum, Dr. Giwa lead Community Services and Human Resources Department staff through an extensive review of literature and best practices that further served to inform the development of the Terms of Reference and selection process.

It was noted that having the right mix of individuals with lived experience and organizations possessing expertise in fostering anti-racism around the table is essential for the success of the Group.

Recommended Anti-Racism Working Group Composition:

The Working Group will be comprised of a minimum of 11 persons (staff and/or board members with decision making authority) representing agencies with expertise in building a culture of anti-racism and inclusion. Each organization may appoint an alternate representative to attend Working Group meetings in the event that the primary member is unable to attend. Organizational representatives include:

Up to six (6) persons (staff or volunteer board members with decision making authority) representing organizations that have expertise and/or experience working with individuals who have experienced racism and discrimination:

- Anti-Racism Coalition of Newfoundland (ARC-NL)
- Human Rights Commission
- First Light/First Voice
- Fédération des francophones de Terre-Neuve et du Labrador (FFTNL)
- Association for New Canadians
- Royal Newfoundland Constabulary (RNC)

Up to five (5) individuals (staff or volunteer board members with decision making authority) representing organizations that have expertise in racism and fostering anti-racism in one or more of the following areas:

- BIPOC (Black, Indigenous, People of Colour)
- Women
- Youth

- Newcomers
- 2SLGBTQIA+
- Ethnicity/Religion
- RNC/RCMP
- Academia/Research
- Employment
- Arts and culture

The Working Group will be comprised of up to four residents with relevant lived experience and connections to diverse communities. At least one community member between the ages of 18-29 at the time of their application will be appointed to the Working Group for youth representation and must be a resident of St. John's.

This mix of individuals and organizations will represent several different perspectives, and some individuals may fill multiple roles at the table. The Working Group will meet 3 to 6 times per year, and the Chair anticipates the need for subcommittees which will inform the work of the group.

Staff asked the IAC for their feedback on the proposed Terms of Reference, and all members were in support. Staff will bring the recommendation to approve the Anti-Racism Working Group Terms of Reference and selection process to Council for consideration.

Recommendation

That Council approve the attached Anti-Racism Working Group Terms of Reference and Selection Process for ARWG Members.

2. Inclusion & Accessibility Orientation for Businesses Update

As per the recommendation of the Inclusion Advisory Committee, staff prepared an Inclusion and Accessibility Orientation that can be made available to businesses wishing to learn more about this topic. The presentation was developed following a review of best practices along with consultations with IAC members.

The orientation was circulated to the IAC in advance of the meeting to ensure that all members had opportunity to provide feedback on the presentation. The presentation is intended to illustrate ways that businesses can reach a broader audience by making accessibility and inclusion improvements.

The information is applicable to and can be used by any business operating throughout the City to improve the accessibility and inclusion of their establishment. Staff will also record and include a voice-over to supplement the slides and enhance the online version of the session.

The presentation focused on the fact that making businesses accessible and inclusive is a good business decision, as a large number of the population face barriers when accessing businesses and services. There are examples of attitudinal, communication, systemic, and physical barriers provided, as well as possible solutions for each. Staff have incorporated the group's feedback into the barriers and solutions and will update the presentation on a continual basis to ensure content reflects additional barriers and opportunities.

A list of Inclusion Advisory Committee member organization contacts and resources is included with the presentation. Staff will continue to gather feedback from IAC members for improvements and suggestions, along with feedback from customers, businesses, and the community.

CO-CHAIRS, JOBY FLEMING AND DR. SULAIMON GIWA

DECISION/DIRECTION NOTE

Title: Anti-Racism Working Group Terms of Reference

Date Prepared: March 24, 2022

Report To: Inclusion Advisory Committee

Councillor and Role: Debbie Hanlon, Inclusion Advisory Committee

Ward: N/A

Decision/Direction Required:

Approval of Term of Reference and Selection Process for Anti-Racism Working Group Members

Discussion – Background and Current Status:

In late 2020, St. John's City Council approved the recommendation of the Inclusion Advisory Committee (IAC), which recommended the addition of a position to the IAC that would provide expertise on anti-racism as well as lead an anti-racism working group (ARWG). This position would advise on the policies, procedure and supports necessary to foster anti-racism and inclusion in St. John's. After an extensive search and selection process, Dr. Sulaimon Giwa was appointed as Co-Chair of the IAC and Chair of the ARWG.

In January of 2021 Dr. Giwa and Mayor Breen led an ARWG community forum, where they heard from a range of community members, organizational stakeholders, and individuals with lived experience about the need for this working group. Those in attendance provided guidance on the objectives, parameters, and work to be completed by the ARWG. The feedback provided through the community forum served as the starting point for the development of the ARWG terms of reference, selection process and workplan.

During the past year Dr. Giwa has lead City staff through a jurisdictional scan, review of literature and better practices to further inform the ARWG terms of reference and selection process for the ARWG.

Key Considerations/Implications:

1. Budget/Financial Implications: n/a
2. Partners or Other Stakeholders:
Inclusion Advisory Committee

ST. JOHN'S

Experts and individuals with lived experience in fostering anti-racism (see attached What We Heard Document)

3. Alignment with Strategic Directions/Adopted Plans:
Strategic Directions – A Connected City – A City where people feel connected, have a sense of belonging, and are actively engaged in community life.
Healthy City Strategy
4. Legal or Policy Implications:
It is anticipated that the ARWG will help to inform City policies and procedures relating to fostering inclusion and anti-racism within the organization and community.
5. Privacy Implications: n/a
6. Engagement and Communications Considerations:
The ARWG will require support from both the Divisions of Operational Performance and Strategy and Communications and Office Services.
7. Human Resource Implications: n/a
8. Procurement Implications: n/a
9. Information Technology Implications: n/a
10. Other Implications n/a

Recommendation:

That Council approve the attached Anti-Racism Working Group Terms of Reference and Selection Process for ARWG Members.

Prepared by: Natalie Godden – Manager, Healthy City and Inclusion

Approved by: Tanya Haywood -Deputy City Manager, Community Services

Report Approval Details

Document Title:	Anti-Racism Working Group Terms of Reference and Selection Process.docx
Attachments:	- Terms of Reference ARWG_ FINAL.docx - What We Heard_OverviewFINAL.pptx
Final Approval Date:	Mar 24, 2022

This report and all of its attachments were approved and signed as outlined below:

Tanya Haywood - Mar 24, 2022 - 12:06 PM

1. GENERAL INFORMATION

Working group name:	Anti-Racism Working Group (ARWG)
Reporting to:	Inclusion Advisory Committee (IAC)
Date of formation:	TBD
Meeting frequency:	3-6 times per year or as deemed necessary by the Chair
Staff lead:	Manager of Family and Leisure Services
Staff liaison:	As determined by staff lead as per Section 4.2.1

2. PURPOSE

The Anti-Racism Working Group (ARWG) is primarily responsible for (1) developing and implementing a work plan that fosters anti-racism while promoting diversity and inclusion in the City of St. John's, and (2) providing solution-based recommendations to Council and City Staff.

The recommendations put forward by the ARWG to Committees will occur in the manner defined by these terms of reference to best support City Policy. Both the Working Group and Committees have no decision-making authority and are advisory only.

Working Group Relationship to Strategic Plan: A Connected City – A City where people feel connected, have a sense of belonging, and are actively engaged in community life.

Applicable Legislation/City Bylaws: City of St. John's Act

Other City Plans, Guides or Strategies: Healthy City Strategy, 2021

Other Distinct Deliverables and Considerations:

1. The Working Group will be consulted on any city public engagement process where obtaining the perspective of persons with lived experience of racism is identified.
2. The Working Group, working cooperatively with city staff and departments, will identify distinct opportunities to engage persons with diverse cultural backgrounds and lived experiences, and those facing other barriers in civic matters.
3. The Working Group will work cooperatively with relevant City groups and committees on issues of mutual interest.

3. MEMBERSHIP AND COMPOSITION

3.1 COMPOSITION

The Anti-Racism Working Group will be comprised of a minimum of 11 and maximum of 15 total volunteer members from the following stakeholder groups:

3.1.1 Public Members

Chair

One member of the ARWG will serve as the Chair. Before selecting the first Chair, the City of St. John's issued a Call for Members for the Inclusion Advisory Committee, seeking applications from members of the public "with an in-depth knowledge, understanding and lived experience of racism as well as expertise in building a culture of anti-racism that fosters inclusion and meaningful participation in the community". Following an extensive search and selection process, the IAC selected one individual who best met these criteria to serve as their anti-racism representative and Chair the ARWG. City Council approved this decision.

Vice Chair

The Chair of the ARWG will choose one member to serve as Vice Chair. Similar to the other public members, the Vice Chair is expected to have relevant lived experiences, connections to diverse communities, and an ability to understand racism and anti-racism through multiple perspectives. The Vice Chair will substitute for the Chair when necessary.

Organizations

The Working Group will be comprised of a minimum of 11 persons (staff and/or board members with decision making authority) representing agencies with expertise in building a culture of anti-racism and inclusion. Each organization may appoint an alternate representative to attend Working Group meetings in the event that the primary member is unable to attend. Organizational representatives include:

Up to six (6) persons (staff or volunteer board members with decision making authority) representing organizations that have expertise and/or experience working with individuals who have experienced racism and discrimination:

- Anti-Racism Coalition of Newfoundland (ARC-NL)
- Human Rights Commission
- First Light/First Voice
- Fédération des francophones de Terre-Neuve et du Labrador (FFTNL)
- Association for New Canadians
- Royal Newfoundland Constabulary (RNC)

Up to five (5) individuals (staff or volunteer board members with decision making authority) representing organizations that have expertise in racism and fostering anti-racism in one or more of the following areas:

- BIPOC (Black, Indigenous, People of Colour)
- Women
- Youth
- Newcomers
- 2SLGBTQIA+
- Ethnicity/Religion
- RNC/RCMP
- Academia/Research
- Employment
- Arts and culture

Residents with Lived Experience

The Working Group will be comprised of no more than four residents with relevant lived experience and connections to diverse communities. At least one community member between the ages of 18-29 at the time of their application will be appointed to the Working Group for youth representation and must be a resident of St. John's.

Sub Working Group

When deemed necessary, the Working Group may strike a sub working group to deal with specific issues or deliverables. Sub working groups must have at least one member from the larger Working Group. Composition may also include other members of the public and organizational representatives. Sub working groups shall meet as an independent group, reporting to the Working Group on specified meeting dates, or as deemed necessary by the Chair or Lead Staff.

3.1.2 Staff and Council Members (Ex-Officio Members)

Lead Staff

A Lead Staff will be appointed to the Working Group by the appropriate City executive or senior management.

Staff Liaison

The Lead Staff may request staff support from other divisions and programs/services when required, including but not exclusive to: Human Resources; Economic Development; Inclusion, Communication, Engagement, Culture; and Healthy Communities.

City Clerk

The City Clerk will have representation on the Working Group.

3.2 LENGTH OF TERM

Public Members

Unless otherwise indicated, the Working Group term of appointment for all public members is two years. Recognizing the value of experience and the need for continuity, incumbents who are willing to seek reappointment may signify their intent to serve an additional two years, for a total of two two-year terms. In some cases, members may be encouraged to provide guidance, expertise and attend in a bridging capacity following the end of their term. Where appropriate, organizations will be required to alternate appointed representatives following the completion of two two-year terms.

Lead Staff

A review of Lead Staff role will occur every four years as part of the Working Group review.

Cooling-off Period (Former City Staff and Council)

There will be a cooling-off period of two years for Staff once they are no longer associated with the City. Setting term lengths with a cooling-off period will promote gradual turnover, ensuring a constant balance between new members and former staff.

Additional Considerations:

- Working group membership is of a voluntary/unpaid nature.
- Midterm Appointments: When an appointment is made which does not coincide with the beginning of a term (i.e. to fill vacancy) the partial term (i.e. less than two years) shall not count towards the maximum length of service or number of terms on the Working Group for the appointee.

Exceptions to the above terms are as follows: when an insufficient number of applications have been received; if a particular area of expertise is indispensable and there are no other suitable replacements; if the Working Group would suffer from a lack of continuity (i.e. more than half of all members are replaced at once); if directly related to the Working Group's purpose as defined in its Terms of Reference.

4. ROLES, RESPONSIBILITIES AND REPORTING

4.1 ROLES AND RESPONSIBILITIES

Working Group roles include:

- Advising and making recommendations to Council through the Inclusion Advisory Committee, in a manner that will support City policy matters relevant to the Working Group's defined purpose.
- Providing resident and organizational based expertise.
- Developing and implementing a work plan to foster anti-racism in the City of St. John's.
- Working within given resources.

Shared Member Responsibilities**Conduct**

Members shall strive to serve the public interest by upholding Federal, Provincial and Municipal laws and policies. Working Group members are to be transparent in their duties to promote public confidence. Members are to respect the rights and opinions of other Working Group members.

Agendas

- Agendas and accompanying materials will be circulated electronically one week before meetings; members are expected to review all distributed materials prior to meeting. Alternate material distribution methods will be made available upon request.
- Agendas to require focus with clear parameters for content and alignment with the terms of reference/purpose.
- Items and accompanying material that are received after the agenda has been prepared and distributed (but prior to the meeting) will be moved to the following meeting's agenda at the discretion of the City Clerk.
- All public members are to submit potential agenda items and related material to the Working Group Chair and Lead Staff person at least one week before meetings.

Attendance and Participation

Active participation in Working Group meetings is expected of all public members. "Active participation" may refer to both meeting attendance and/or engagement. An effort should be made to attend meetings in person or remotely. If a member declines three consecutive attempts to schedule a meeting or is unable to attend three consecutive scheduled meetings without justified absence, that member may be retired from the Working Group at the discretion of the City Clerk.

Working Group members who wish to request a leave of absence for an extended period of time (3+ months) may submit such a request to the City Clerk. Previously submitted applications may be used to fill temporary vacancies created by approved leaves of absence.

Voting

Individuals from City Staff are ex-officio and therefore non-voting.

4.2 MEMBER ROLES AND RESPONSIBILITIES**4.2.1 City Staff****Lead Staff**

- To act as a liaison between the Working Group and the City; linking across departments on issues relevant to the group's work.
- Ensure the Working Group is informed about City policy, procedure and available resources in

reference to specific agenda items and provide procedural and/or technical advice to assist the Working Group where appropriate.

- Request additional staff support/attendance as needed.
- To develop agendas in cooperation with the Chair and City Clerk's Office for distribution.
- Incorporate input from the Working Group into ongoing City work where appropriate (e.g. projects, staff updates, publications).

Staff Liaison

- The work of Other Staff Liaisons intersects with the purpose of the Working Group and therefore they may be required to participate.

City Clerk

- To be responsible for legislative functions related to Working Group operation, establishment, review, and term amendments. This includes leading or supporting day-to-day Working Group activities such as the co-ordination of meeting schedules and the external/internal distribution/posting of Working Group agendas and reporting forms (i.e. meeting notes/minutes).
- Facilitate and support the recruitment and appointment process through assisting in the development of "Notice of Vacancy" contents while ensuring all relevant forms and supporting documentation are completed and received.
- In adherence with the terms of reference, the Office of City Clerk and Lead Staff will oversee Working Group selection with input from the Chair and relevant departments.
- The Office of the City Clerk will work with Lead Staff members to ensure that new members receive orientation.

4.2.2 Public Members

Chair

- The presiding officer of a Working Group will be referred to as "Chair." Working groups shall elect, from among their voting members, a Chair at the end of the prior chair's term.
- Uphold Working Group processes and functions in accordance with all terms presented, maintaining productivity and focus. This includes ensuring Working Group members' conduct themselves in a professional manner.
- With support from the City Clerk and Staff Lead, the Chair will help build and coordinate an anti-racism work plan for the Working Group.
- Prepare and submit agenda items and accompanying materials to the City Clerk (i.e. act as a conduit for all communications between public members and the City Clerk).
- Where appropriate, support the Lead Staff and/or City Clerk in fulfilling Working Group requirements related to reporting processes (annual presentations, written reports, FAQ's etc.).

- Assist in the development of content for Notice of Vacancy documents.
- Review Working Group Terms of Reference with City Clerk and Staff Lead at the end of each term and be prepared to propose amendments as needed.

Vice Chair

- The Vice Chair is to carry out the responsibilities of the Chair when deemed necessary by the Chair, Lead Staff, and City Clerk (e.g. when the Chair is unable to attend a Working Group meeting).
- Support the Chair in upholding Working Group processes and functions in accordance with all terms presented.
- Uphold the responsibilities identified for all public members.

Organizations

In addition to the responsibilities held by all public members, organizational members will also be conduits to/from their respective organizations. As such, they will be expected to provide insight on behalf of organizational stakeholders and update their members on the work of the Working Group.

Residents with Lived Experience

Residents with lived experience are to provide advice and recommendations to relevant committees; applying personal skills, knowledge and experience in carrying out functions commensurate with the defined purpose of the Anti-Racism Working Group. Roles to include: active participation in Working Group meetings; electing a Chair; representing select Working Group interests in the community, and engaging with residents and experts when appropriate.

4.3 REPORTING

The Anti-Racism Working Group shall report to the Inclusion Advisory Committee, which will bring matters forward to the Committee of the Whole - City Council. However, depending on the issue, reports may be directed to another committee.

Standardized Reporting Process:

- The Working Group Chair will report progress and recommendations to the Inclusion Advisory Committee at all Committee meetings.
- The Working Group will produce a work plan outlining specific objectives to foster anti-racism and inclusion.
- Council will be kept informed of Working Group's activities through regular progress reporting through the Inclusion Advisory Committee.
- Organizational representatives will be required to report (i.e. maintain open communication) with their respective organizations regarding the Working Group's activities.

5. WORKING GROUP RECRUITMENT AND SELECTION

5.1 RECRUITMENT, VACANCIES, AND APPLICATIONS

When new members are required, the City Clerk will prepare a "Notice of Vacancy" and distribute it through City communication channels. This document will include information regarding the Working Groups' purpose, the Terms of Reference and an Application Form. Additional communications opportunities may be identified by relevant departments and Working Group members.

A vacancy on a Working Group may occur on the date that a member resigns, ceases to be qualified, vacates a position, or the Chair requests the member's resignation due to lack of attendance or incapacitation.

All applicants must complete a Working Group Application Form, which may be downloaded from the City website or obtained by visiting/calling Access 311. Applications will be made available in large print format upon request and may be submitted electronically (built in submission), via mail, by phone, or in person to the attention of the City Clerk's Office.

5.2 ELIGIBILITY AND SELECTION

Eligibility

Appointments to the ARWG will be made providing adherence to the following eligibility requirements:

1. Preference will be given to residents of St. John's with relevant lived experience and connections to diverse communities. Exceptions may be made by the selecting body.
2. Organizational representatives must be based in or serve/do business within the City of St. John's.
3. Organizational representatives are not required to be residents of St. John's.

Commitment to Equity and Inclusiveness

The City of St. John's is strongly committed to equity and inclusiveness. In selecting Working Group members, the City and Chair of the ARWG will aim to design processes that are transparent, accessible, and free of discrimination, to identify and remove barriers.

Selection Criteria

In addition to eligibility requirements, an applicant's specific skills and experience will be important factors in Working Group selection. While all who meet the eligibility requirements outlined above are encouraged to apply, applicants with demonstrated participation in groups or initiatives with goals relevant to the Working Group's purpose will be preferred. Some other considerations pertaining to general selection criteria include: past professional and volunteer experience, ability to perform required tasks, and complementary skills, or competencies possessed. Those who are selected to serve on the Anti-Racism Working Group will be notified by email.

6. PUBLIC ENGAGEMENT

In accordance with the City of St. John's [Engage! Policy](#), the role of the ARWG in the spectrum of engagement will fall within the realm of "consultation". This means that City Working Groups will provide a forum for the public to provide specific feedback on relevant City matters; helping to inform decision-making. As such City of St. John's Working Groups will be based on the principles of commitment, accountability, clear and timely information, and inclusiveness.

Where applicable, the City will consider the use of other tools to gather community feedback. To learn more about public engagement and find out how to get involved, check out the City's [Engage! St. John's](#) online engagement platform and connect with us on [Twitter](#) and [Facebook](#).

7. OTHER GOVERNANCE

7.1 REVIEW OF TERMS

Taking into account recommendations from the Working Group Chair, the City Clerk and Lead Staff will review the Terms of Reference every two years. The purpose of this review will be to ensure that the operations and function of the Working Group are still aligned with its defined purpose.

7.2 MEETING AND SCHEDULES

Working groups are to formally meet at least three times per year. The exact frequency of meetings will be determined by the Chair, Lead Staff, and City Clerk.

To meet the Working Group meeting quorum, 50% + 1 voting members must be present.

Unless otherwise specified (generally one week prior to a meeting) Working Group meetings shall be held virtually or at a designated City and shall be closed to the public. Meetings may be recorded.

7.3 CONFLICTS OF INTEREST AND CONFIDENTIALITY

Conflicts of Interest

A conflict of interest refers to situations in which personal, occupational or financial considerations may affect or appear to affect the objectivity or fairness of decisions related to the Working Group activities. A conflict of interest may be real, potential or perceived in nature. Conflict of Interest may occur when a Working Group member participates in discussion or decision-making about a matter that may financially benefit them, a member of their family, or someone with whom they have a close personal relationship, directly or indirectly, regardless of the size of the benefit.

In cases where the Working Group agenda or discussions present a conflict of interest for a member, that member is required to declare such conflict; abstain from discussion; and remove themselves from the meeting room until the agenda item has been dealt with by the Working Group.

Confidentiality

All Working Group members are required to refrain from the use or transmission of any confidential or privileged information while serving with the Anti-Racism Working Group.

7.4 DATA SHARING

Where appropriate, the ARWG and relevant partners will formalize a data sharing agreement and work to share non-personal data that supports the defined purpose of the ARWG. Any data collection or data sharing that takes place will be to inform decision makers on matters of anti-racism at the local level. The ARWG and partners will agree to share measurable outcomes, indicators, and regular reports to ensure that there is clear and consistent communication on impacts at the community level.

Staff Liaison Name:

Signature: _____

Date: _____

Chair Name:

Signature: _____

Date: _____

City Clerk Name:

Signature: _____

Date: _____

OUR CITY. OUR FUTURE.



Anti-Racism Working Group

Brainstorming Session



ST. JOHN'S



Context/ Scope

- The City's Vision Statement is “a progressive city, shaped by its geography and history, where people want to live and feel they belong”. As the City works toward realizing this vision, we want to ensure that the inherent rights of all people are respectfully recognized and actively supported. We understand that systemic change is necessary, and that meaningful change can occur only when we listen to and act based on the lived experience and perspectives of all residents.
- The City is committed to fostering anti-racism.

Engagement and Communications

- On January 26th, Mayor Breen and Dr. Giwa, Chair of the City's Anti-Racism Working Group hosted an Anti-Racism Brainstorming Working Group Session tasked with identifying perspectives/ qualities of appropriate organizations and individuals to form an Anti-Racism Working group. The group also identified work that needs to be addressed by the group.



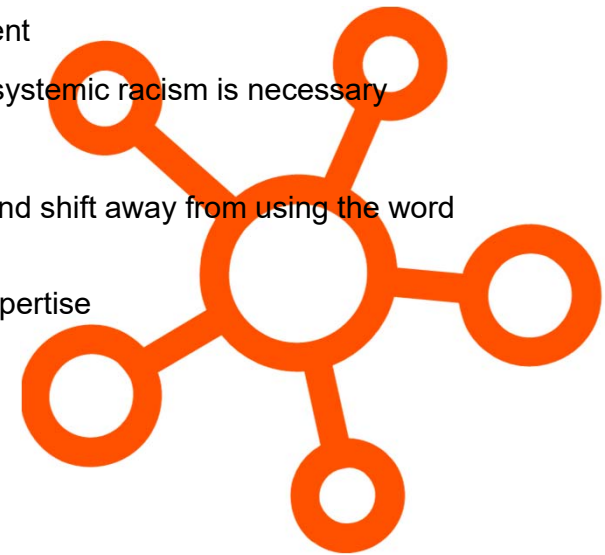
Who Engaged

- Inclusion NL & the Inclusion Advisory Committee
- Individuals with lived experience
- First Light
- Human Rights Commission
- Internationalization Office, Memorial University of Newfoundland and Labrador
- La Fédération des francophones de Terre-Neuve et du Labrador
- Association for New Canadians
- Diversity in Theatre
- Tombolo Festival
- Representatives from various Departments of Memorial University of Newfoundland and Labrador
- Multicultural Women's Organization of NL
- Anti-Racism Coalition of NL
- YWCA's Newcomer Women Services
- Sharing Our Cultures
- Atlantic Canada Opportunities Agency
- Mind the Gap Consulting
- St. John's Local Immigration Partnership



What We Heard Highlights

- Acknowledgement of racism is necessary
- Talking about systemic racism is not easy but is important for us to have these challenging conversations and create space for same
- Council must see value in the work of the Anti-Racism Working Group as their leadership is crucial to combat racism
- The group has a lot of work to do to combat racism in the community
- There is a need to engage the community to increase awareness and sustain such engagement
- Assessment/ self-assessment within organizations and the community to identify racism and systemic racism is necessary
- There is a need for immediate action
- Multiculturalism is different from racism. Racism is not a single entity; we must think beyond and shift away from using the word multiculturalism
- The working group needs to be small enough to drive the agenda and leverage community expertise
- The working group should be a combination of organizations and those with lived experience
- The working group should be diverse
- The working group goals and vision will be long-term, and actions will need to be sustainable





Next Steps

- Information compiled from the engagement session will be used to form an Anti-Racism Working Group and its respective workplan.



INFORMATION NOTE

Title:	Inclusion & Accessibility Orientation for Businesses Update
Date Prepared:	March 22, 2022
Report To:	Inclusion Advisory Committee
Councillor and Role:	Councillor Debbie Hanlon, Inclusion Advisory Committee
Ward:	N/A

Issue:

In response to continuous improvement efforts specific to inclusion and accessibility considerations for the Downtown Pedestrian Mall, it was recommended by the Inclusion Advisory Committee, that inclusion training and resources be made available to support all businesses to reach a broader, more diverse audiences.

Discussion – Background and Current Status:

In 2021, the Coalition of Persons with Disabilities – NL, in consultation with other Inclusion Advisory Committee members, developed and presented a virtual training session for downtown businesses. The training was focused on ways that businesses could reach a broader audience by making accessibility and inclusion improvements. This training opportunity was promoted to businesses through Downtown St. John's in 2021 but attendance was low. To increase participation, the 2022 orientation will be offered earlier in the year and available in 2 formats (virtual workshop and on demand - online).

The City's Inclusion & Accessibility Team will develop the training in collaboration with the Inclusion Advisory Committee and will include no and low-cost changes that can be made to help businesses reach a broader audience.

In keeping with feedback received from the Inclusion Advisory Committee; Inclusion Community and local businesses, the orientation will be available to all businesses on the City's web site and will be updated as needed. The orientation will be communicated through Downtown St. John's and will also be included in the parklet application.

Key Considerations/Implications:

1. Budget/Financial Implications: n/a
2. Partners or Other Stakeholders:
Inclusion Advisory Committee, Downtown St. John's

3. Alignment with Strategic Directions/Adopted Plans:
A Connected City where people feel a part of, belong and can actively participate in their community.
4. Legal or Policy Implications: n/a
5. Privacy Implications: n/a
6. Engagement and Communications Considerations:
A Communication strategy to engage businesses may be necessary
7. Human Resource Implications: n/a
8. Procurement Implications: n/a
9. Information Technology Implications: n/a
10. Other Implications: n/a

Conclusion/Next Steps:

The first draft of the Inclusion and Accessibility Orientation for Businesses will be available for Inclusion Advisory Committee members to review and provide feedback prior to and during the March 31st IAC (Inclusion Advisory Committee) meeting.

The training opportunities for businesses will be promoted through Downtown St. John's, IAC member organizations and the City.

When finalized, the City will schedule 2 dates to offer the session in person or virtually and upload the session to the City's website to be accessed at any time.

Report Approval Details

Document Title:	Inclusion and Accessibility Orientation for Businesses.docx
Attachments:	- First Draft_Inclusion and Accessibility Considerations for Businesses.pptx
Final Approval Date:	Mar 24, 2022

This report and all of its attachments were approved and signed as outlined below:

Tanya Haywood - Mar 24, 2022 - 12:11 PM

**Development Permits List
For the Period of April 7 to April 13, 2022**

Code	Applicant	Application	Location	Ward	Development Officer's Decision	Date
RES	Homeworx	Subdivide for (4) Four Additional Building Lots – No development approval	52 Pitcher's Path	4	Approved	22-04-13

*** Code Classification:**

RES - Residential	INST - Institutional
COM - Commercial	IND - Industrial
AG - Agriculture	
OT - Other	

**** This list is issued for information purposes only. Applicants have been advised in writing of the Development Officer's decision and of their right to appeal any decision to the St. John's Local Board of Appeal.**

**Lindsay Lyghtle Brushett
Supervisor – Planning & Development**

Building Permits List

Council's April 18, 2022 Regular Meeting

Permits Issued: 2022/04/07 to 2022/04/12

Class: Residential

12 Holbrook Ave	Accessory Building	Accessory Building
13 Hutton Rd	Renovations	Single Detached Dwelling
17 Quebec St	Fence	Fence
195 Conception Bay South Bypass	Site Work	Lot Grading
22-24 Heffernan's Line	Accessory Building	Accessory Building
258 Airport Heights Dr	New Construction	Single Detached Dwelling
26 Terry Lane	New Construction	Single Detached Dwelling
29 Malka Dr	Accessory Building	Accessory Building
33 Shea St	Site Work	Retaining Walls
38 Gallipoli St	Renovations	Single Detached Dwelling
4 Mcgrath Pl E	Renovations	Townhousing
41 Weymouth St	Renovations	Single Detached Dwelling
43 Malka Dr	Fence	Fence
43 Salter Pl	Renovations	Townhousing
48 Ennis Ave	Renovations	Single Detached Dwelling
51 Hunt's Lane	Renovations	Semi Detached Dwelling
53 Nautilus St	Fence	Fence
6 Electra Dr	New Construction	Single Detached Dwelling
7 Falkland St	Renovations	Single Detached Dwelling
75 Diamond Marsh Dr	New Construction	Single Detached Dwelling
76c Old Bay Bulls Rd	Fence	Fence
93 Barnes Rd	Site Work	Landscaping
93 Mckay St	Renovations	Townhousing

This Week: \$1,418,483.00

Class: Commercial

119 New Cove Rd	Change of Occupancy/Renovations	Office
119 New Cove Rd	Change of Occupancy	Office
131 Lemarchant Rd	Deck	Patio Deck
22 St. Joseph's Lane	Renovations	Apartment Building

330 Torbay Rd

Sign

Bank

48 Kenmount Rd

Change of
Occupancy/Renovations

Retail Store

This Week: \$421,500.00

Class: Government/Institutional

This Week: \$0.00

Class: Industrial

This Week: \$0.00

Class: Demolition

This Week: \$0.00

This Week's Total: \$1,839,983.00

Repair Permits Issued 2022/04/07 to 2022/04/12:

\$40,000.00

YEAR TO DATE COMPARISONS			
April 18, 2022			
TYPE	2021	2022	% VARIANCE (+/-)
Residential	\$8,710,338.68	\$17,675,206.09	103
Commercial	\$8,065,615.44	\$20,130,687.52	150
Government/Institutional	\$779,941.00	\$317,288.00	-59
Industrial	\$4,007,500.00	\$29,000.00	-99
Repairs	\$1,735,310.00	\$289,788.49	-83
TOTAL	\$23,298,705.12	\$38,441,970.10	65
Housing Units (1 & 2 Family Dwelling)	25	54	

Respectfully Submitted,

Jason Sinyard, P.Eng., MBA
Deputy City Manager
Planning, Engineering and Regulatory Services

MEMORANDUM

Weekly Payment Vouchers For The Week Ending April 12, 2022

Payroll

Public Works	\$ 506,779.22
Bi-Weekly Administration	\$ 764,614.66
Bi-Weekly Management	\$ 958,563.33
Bi-Weekly Fire Department	\$ 870,025.12
Accounts Payable	\$ 1,782,221.28

(A detailed breakdown available [here](#))

Total: \$ 4,882,203.61

ST. JOHN'S

DEPARTMENT OF FINANCE

CITY OF ST. JOHN'S PO BOX 908 ST. JOHN'S NL CANADA A1C 5M2 WWW.STJOHNS.CA

BID APPROVAL NOTE

Bid # and Name: 2022031 – Supply & Delivery of 1 New Articulating Rubber Tire Sidewalk Plow
Date Prepared: Friday, April 8, 2022
Report To: Regular Meeting
Councillor and Role: Councillor Sandy Hickman, Public Works
Ward: N/A

Department: Fleet
Division: Public Works
Quotes Obtained By: Kim Barry
Budget Code: PWP-2022-083
Source of Funding: Capital

Purpose:

The purpose of this open call is for a fleet replacement of a sidewalk plow.

Results: ☐ As attached ☒ As noted below

Vendor Name	Bid Amount
Holder Tractors Inc.	\$250,124.58 (HST excluded)

Expected Value: ☒ As above
☐ Value shown is an estimate only for a # year period. The City does not guarantee to buy specific quantities or dollar value.

Contract Duration: Six (6) months from date of issue of Purchase Order

Bid Exception: None

Recommendation:

That Council approve for award to the lowest bidder meeting specifications, Holder Tractors Inc., for \$250,124.58 (HST excluded), as per the Public Procurement Act.

Attachments:

ST. JOHN'S

Report Approval Details

Document Title:	2022031 - Supply and Delivery of 1 New Articulating Rubber Tire Sidewalk Plow.docx
Attachments:	
Final Approval Date:	Apr 8, 2022

This report and all of its attachments were approved and signed as outlined below:

Rick Squires - Apr 8, 2022 - 2:46 PM

Derek Coffey - Apr 8, 2022 - 5:46 PM

BID APPROVAL NOTE

Bid # and Name: 2022032 - Supply & Delivery of 1 New, 2022 or Newer Model Year, Current Production Aerial Bucket Truck

Date Prepared: Friday, April 8, 2022

Report To: Regular Meeting

Councillor and Role: Councillor Sandy Hickman, Public Works

Ward: N/A

Department: Fleet

Division: Public Works

Quotes Obtained By: Kim Barry

Budget Code: PWP-2022-083

Source of Funding: Capital

Purpose:

The purpose of this open call is for a fleet replacement of an aerial bucket truck.

Results: ☐ As attached ☒ As noted below

Vendor Name	Bid Amount
MacFarlands Industrial	\$173,012.61 (HST excluded)
Altec Industries Ltd.	\$199,898.75 (HST excluded)

Expected Value: ☒ As above
☐ Value shown is an estimate only for a # year period. The City does not guarantee to buy specific quantities or dollar value.

Contract Duration: Six (6) months from date of issue of Purchase Order

Bid Exception: None

Recommendation:

That Council approve for award to the lowest bidder meeting specifications, MacFarlands Industrial, for \$173,012.61 (HST excluded), as per the Public Procurement Act.

Attachments:

ST. JOHN'S

Report Approval Details

Document Title:	2022032 - Supply and Delivery of 1 New, 2022 or Newer Model Year, Current Production Aerial Bucket Truck.docx
Attachments:	
Final Approval Date:	Apr 8, 2022

This report and all of its attachments were approved and signed as outlined below:

Rick Squires - Apr 8, 2022 - 2:47 PM

Derek Coffey - Apr 8, 2022 - 5:50 PM

BID APPROVAL NOTE

Bid # and Name: Pictometry Oblique Imagery Collection – Spring 2022
Date Prepared: Tuesday, April 5, 2022
Report To: Regular Meeting
Councillor and Role: Councillor Ron Ellsworth, Finance & Administration
Ward: N/A

Department: Finance and Administration
Division: Corporate Information Services
Quotes Obtained By: Sherry Kieley
Budget Code: 1318-55935
Source of Funding: Operating
Purpose:
Requirement for desktop review, assessment, mapping updates

Results: ☐ As attached ☒ As noted below

Vendor Name	Bid Amount
Pictometry Canada Corp.	\$101,098.60

Expected Value: ☒ As above
☐ Value shown is an estimate only for a # year period. The City does not guarantee to buy specific quantities or dollar value.

Contract Duration: Not Applicable

Bid Exception: Contract Award Without Open Call

Recommendation:
That Council approve for award Pictometry Oblique Imagery Collection – Spring 2022 to Pictometry Canada Corp. for \$101,098.60 plus HST, as per the Public Procurement Act.

Attachments:

ST. JOHN'S

Report Approval Details

Document Title:	Pictometry Oblique Imagery Collection - Spring 2022.docx
Attachments:	- Contract Award Without Open Call.pdf - 115542 - NL City of St. John's_License Agreement_2-8-22_FINAL (1).pdf - Pictometry April 2022.pdf
Final Approval Date:	Apr 13, 2022

This report and all of its attachments were approved and signed as outlined below:

Rick Squires - Apr 13, 2022 - 12:42 PM

Derek Coffey - Apr 13, 2022 - 12:43 PM

TO: Government of Newfoundland and Labrador, Public Procurement Agency

**Report to Chief Procurement Officer, Public Procurement Agency
(Pursuant to Section 32 or *The Public Procurement Regulations*)
Version 1 – 2018-03-24**

**FROM: Government Funded Body
City of St. John's, P.O. Box 908, St. John's, NL A1C5M2**

Contract Description:

Contractor, Supplier or Lessor:

Name:

Address:

Country:

Contract Price
(exclusive of HST):

Contract # or PO #:

Date of Award:

Relevant Exception Clause (select only one):

Reason(s) Why an Open Call for Bids Was Not Invited:

Prepared by:

Date:

**Head of Public Body:
(DCM - Finance & Admin)**

Date:

Contract Award Without an Open Call for Bids

Relevant Exemption Clauses:

- 6(a)(ii): The commodity is of the nature that an open call for bids could reasonably be expected to compromise security (limited call for bids required)
- 6(a)(iii): The commodity is available from a public body
- 6(a)(iv): An emergency or a situation or urgency exists and the acquisition of the commodity cannot reasonably be made in time by an open call for bids
- 6(a)(v): There is only one source reasonably available for the commodity
- 6(a)(vi): A list of pre-qualified suppliers has been established using a request for qualifications and the public body is requesting quotations from all pre-qualified suppliers on the list
- 6(a)(vii): An acquisition of a commodity is for the purpose of resale or for incorporation into a product or resale
- 6(b): Set rates have been established by the Public Utilities Boards acting under the *Public Utilities Act* or another Act
- 19:
 - (1) The acquisition of a commodity is exempt from the requirements of the framework where the following requirements are satisfied:
 - (a) the minister responsible for economic development has recommended the exemption on the basis that the acquisition of the commodity is for the purpose of economic development;
 - (b) the exemption has been approved by the Lieutenant-Governor in Council; and
 - (c) the exemption is not precluded by an intergovernmental trade agreement.
 - (2) Where a public body acquires a commodity that is exempted under subsection (1), the public body shall report the acquisition to the chief procurement officer.

**AGREEMENT BETWEEN
PICTOMETRY CANADA CORP. ("PICTOMETRY") AND
CITY OF ST. JOHN'S, NL ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications

Map(s)

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS
10 New Gower Street
St. John's, NL A1C 1J3
Attn: Greg Keating, Manager, Land Information Services
Phone: (709) 576-8482 Fax:

PICTOMETRY NOTICE ADDRESS
25 Methodist Hill Drive
Rochester, New York 14623 United States
Attn: General Counsel
Phone: (585) 486-0093 Fax: (585) 486-0098

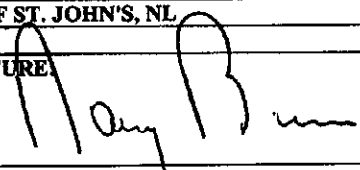

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.


4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
CITY OF ST. JOHN'S, NL	PICTOMETRY CANADA CORP.
	a Ontario corporation
SIGNATURE: 	SIGNATURE: 
NAME: Panny Breen	NAME: Robert Locke
TITLE: Mayor	TITLE: President
DATE: 2022/02/08	EXECUTION DATE: 2/8/2022
	DATE OF RECEIPT (EFFECTIVE DATE): 2/8/2022


 Karen Chate
 City Clerk

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry Canada Corp.
140 Fullerton Street
Suite 104, Talbot Centre
London, ON N6A 5P2

ORDER #
C25156477

BILL TO
City of St. John's, NL
Greg Keating, Manager, Land Information Services
10 New Gower Street
St. John's, NL A1C 1J3
(709) 576-8482
gkeating@stjohns.ca

SHIP TO
City of St. John's, NL
Greg Keating, Manager, Land Information Services
10 New Gower Street
St. John's, NL A1C 1J3
(709) 576-8482
gkeating@stjohns.ca

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A119094	alado	Annual

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
252	Reveal Essentials+ Property Metric	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 220.80		\$ 55,641.60
685	Reveal Essentials+ Community Metric	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 38.60		\$ 26,441.00
252	Reveal Certified Ortho Property	Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf: Leaf Off: Less than 30% leaf cover	\$ 29.00		\$ 7,308.00
252	Reveal TrueTouch Property	TrueTouch is the application of visual improvements to customers' orthomosaic imagery Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: Leaf:	\$ 29.00		\$ 7,308.00

		Leaf Off: Less than 30% leaf cover			
1	Pictometry Connect - CA - 100	<p>Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p> <p>Product Parameters: <i>Admin User Name:</i> Greg Keating <i>Admin User Email:</i> gkeating@stjohns.ca</p>	\$ 3,900.00	\$ 1,950.00 (50%)	\$ 1,950.00
15	Reveal 3D Textured Mesh Metric	<p>3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as is.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p>	\$ 120.00		\$ 1,800.00
1	Pictometry Connect View - CA	<p>Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions</p> <p>Product Parameters: <i>Admin User Name:</i> Greg Keating <i>Admin User Email:</i> gkeating@stjohns.ca</p>	\$ 650.00		\$ 650.00
1	Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover</p>	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	<p>Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support.</p> <p>Applicable Terms and Conditions: Software License Agreement</p>	\$ 0.00		\$ 0.00
1	RapidAccess - Disaster Response Program	<p>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 0.00		\$ 0.00

1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
SUBTOTAL					\$101,098.60

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
252	Reveal Essentials+ Property Metric	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 220.80		\$ 55,641.60
685	Reveal Essentials+ Community Metric	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 38.60		\$ 26,441.00
252	Reveal TrueTouch Property	TrueTouch is the application of visual improvements to customers' orthomosaic imagery Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 29.00		\$ 7,308.00
252	Reveal Certified Ortho Property	Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 29.00		\$ 7,308.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default	\$ 3,900.00	\$ 1,950.00 (50%)	\$ 1,950.00

		<p>deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement</p> <p>Product Parameters: <i>Admin User Name:</i> Greg Keating <i>Admin User Email:</i> gkeating@stjohns.ca</p>			
15	Reveal 3D Textured Mesh Metric	<p>3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as is.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p>	\$ 120.00		\$ 1,800.00
1	Pictometry Connect View - CA	<p>Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term.</p> <p>Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions</p> <p>Product Parameters: <i>Admin User Name:</i> Greg Keating <i>Admin User Email:</i> gkeating@stjohns.ca</p>	\$ 650.00		\$ 650.00
1	Reveal Orthomosaic - Combined	<p>This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover</p>	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	<p>Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product.</p> <p>Applicable Terms and Conditions: Online Services General Terms and Conditions</p>	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	RapidAccess - Disaster Response Program	<p>RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 0.00		\$ 0.00

1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	\$ 0.00		\$ 0.00
SUBTOTAL					\$101,098.60

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
252	Reveal Essentials+ Property Metric	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 220.80		\$ 55,641.60
685	Reveal Essentials+ Community Metric	Provides ortho and oblique imagery at a Community level. Deliverables include measurable oblique and ortho imagery at a community resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 38.60		\$ 26,441.00
252	Reveal Certified Ortho Property	Certified Ortho upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 29.00		\$ 7,308.00
252	Reveal TrueTouch Property	TrueTouch is the application of visual improvements to customers' orthomosaic imagery Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 29.00		\$ 7,308.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$ 3,900.00	\$ 1,950.00 (50%)	\$ 1,950.00

		Product Parameters: <i>Admin User Name:</i> Greg Keating <i>Admin User Email:</i> gkeating@stjohns.ca			
15	Reveal 3D Textured Mesh Metric	3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as is. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$ 120.00		\$ 1,800.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions Product Parameters: <i>Admin User Name:</i> Greg Keating <i>Admin User Email:</i> gkeating@stjohns.ca	\$ 650.00		\$ 650.00
1	Reveal Orthomosaic - Combined	This product represents a single orthomosaic, combining tiles of multiple resolutions with the best-available resolution preferred Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use Product Parameters: <i>Leaf:</i> Leaf Off: Less than 30% leaf cover	\$ 0.00		\$ 0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$ 10,000.00	\$ 0.00 (100%)	\$ 0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$ 0.00		\$ 0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support.	\$ 0.00		\$ 0.00

		Applicable Terms and Conditions: Software License Agreement			
SUBTOTAL					\$101,098.60

Thank you for choosing Pictometry as your service provider.	TOTAL	\$ 303,295.80
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¹Amount per product = ((1-Discount %) * Qty * List Price)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

Geofences:

FIRST PROJECT

For the Pictometry Connect - CA - 100, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
CAN New Foundland Labrador Province (Primary)

SECOND PROJECT

For the Pictometry Connect - CA - 100, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
CAN New Foundland Labrador Province (Primary)

THIRD PROJECT

For the Pictometry Connect - CA - 100, Pictometry Connect View - CA product(s) in this project, the following geofences apply:
CAN New Foundland Labrador Province (Primary)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in Canadian dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Initial Shipment of Imagery	\$98,498.60
Due at Activation of Online Services	\$2,600.00
Total Payments	\$101,098.60

SECOND PROJECT

Due at Initial Shipment of Imagery	\$98,498.60
Due at Activation of Online Services	\$2,600.00
Total Payments	\$101,098.60

THIRD PROJECT

Due at Initial Shipment of Imagery	\$98,498.60
Due at Activation of Online Services	\$2,600.00
Total Payments	\$101,098.60

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 500 kilometres of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
 - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
 - ☐ **Terrorist:** areas affected by damage from terrorist attack.
 - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
 - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 500 kilometres will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
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4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY WEB VISUALIZATION OFFERING TERMS AND CONDITIONS

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicensable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the Province of Newfoundland and Labrador, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. **Termination for Cause.** This Agreement may be terminated by either party in the event that the other party has failed to perform a material obligation or has otherwise breached a material term of this Agreement, and if that other party has failed to cure that failure or breach within thirty (30) days after receipt of written notice thereof from the other party.

4. **Deliverable Acceptance.** When the products set forth in Section A are complete, Pictometry will deliver them to Customer. When Customer determines that the deliverables are complete and are acceptable, Customer will provide written notification to Pictometry, acknowledging formal acceptance of the completed products ("Deliverable Acceptance"), or indicating the products are not acceptable, not more than twenty-one (21) days after delivery to Customer. Customer shall only deem the products "not acceptable" if the products deviate from the product specifications set forth in the Product Parameters. Pictometry shall use commercially reasonable efforts to correct any deviations from the specifications set forth in the Product Parameters identified by Customer and re-deliver the products in compliance with the Product Parameters.

5. Customer shall own the copy of the orthogonal imagery delivered to it by Pictometry pursuant to this Agreement. Customer is free to use, reproduce and redistribute copies of the orthogonal imagery so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery delivered pursuant to this Agreement that are in Pictometry's possession. Pictometry is free to use, reproduce and redistribute copies of the orthogonal imagery delivered pursuant to this Agreement in any manner without any accounting to Customer.

6. **Non-appropriation of Funds.** Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

7. **Delivery of the Reveal 3D Textured Mesh product** set forth in Section A of this Agreement is contingent on Customer providing Pictometry a contiguous area, subject to Pictometry's approval, to use for the development of such product, within one year from the Effective Date of this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

EagleView Reveal

Essentials+ Community deliverables

Product	Essentials+ Community
Orthomosaic Specifications	<ul style="list-style-type: none"> • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	Nominal 22.5cm GSD oblique imagery or better: <ul style="list-style-type: none"> • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: <ul style="list-style-type: none"> • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: <ul style="list-style-type: none"> • Nominal 22.5cm GSD Access Methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> • Nominal 22.5cm GSD Projection/Coordinate System: <ul style="list-style-type: none"> • Customer Selectable Datum: <ul style="list-style-type: none"> • Customer Selectable File Format: <ul style="list-style-type: none"> • Mosaic Tiles <ul style="list-style-type: none"> ○ Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file ○ Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic <ul style="list-style-type: none"> ○ Available in ECW, MrSID (All versions) format
Oblique Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

EagleView Reveal

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho frame imagery	<ul style="list-style-type: none"> Nominal 5cm GSD ortho imagery, Imagery as good as 3cm and no worse than 7.5cm
Orthomosaic Specifications	<ul style="list-style-type: none"> Typical Positional Horizontal Accuracy: 1m at a 95% confidence level Fully automated photogrammetric orthomosaic. Imagery may contain seamlines Project-wide color and contrast balancing
Oblique Imagery	Nominal 6.5cm GSD oblique imagery ranging from 2.28cm to 8.78cm GSD: <ul style="list-style-type: none"> Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: <ul style="list-style-type: none"> Metadata generated that meets FGDC Standards upon request Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: <ul style="list-style-type: none"> Nominal 5cm, no worse than 7.5cm (best available provided) Access Methods: <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: <ul style="list-style-type: none"> Nominal 5cm, no worse than 7.5cm (best available provided) Projection/Coordinate System: <ul style="list-style-type: none"> Customer Selectable Datum: <ul style="list-style-type: none"> Customer Selectable File Format: <ul style="list-style-type: none"> Mosaic Tiles <ul style="list-style-type: none"> Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file Includes separate Pictometry Map Image (PMI) trailer file Project-Wide Mosaic <ul style="list-style-type: none"> Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	Access methods: <ul style="list-style-type: none"> Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	<ul style="list-style-type: none"> Best efforts to make frame imagery available online within 20 days of capture complete Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

EagleView Reveal

Essentials Add-on - Certified Ortho

Products Related to	Essentials Essentials+ Advanced
Product Description	<i>Certified Ortho</i> upgrades an Essentials orthomosaic to an authoritative orthomosaic produced in accordance with state and local requirements
Product Eligibility	<ul style="list-style-type: none"> • Reveal Certified Ortho can only be purchased in conjunction with a related product type • Reveal Certified Ortho is only applicable to Reveal orthomosaic imagery
Orthomosaic Accuracy	<u>Absolute Horizontal Accuracy:</u> <ul style="list-style-type: none"> • Produced to meet ASPRS Horizontal Accuracy Standards of ≤ 3 px RMSE_{x,y} • Optional 2 px RMSE_{x,y} (where available)
ASPRS Accuracy Standards	https://www.asprs.org/a/society/committees/standards/Positional_Accuracy_Standards.pdf
Metadata and Reporting	<u>Reporting</u> <ul style="list-style-type: none"> • FGDC Compliant metadata • Project report in accordance with state and local requirements
Optional Reporting*	<ul style="list-style-type: none"> • Signed & Sealed Produced to Accuracy Statement • Signed & Sealed Tested to Accuracy Statement <ul style="list-style-type: none"> ◦ Requires Independent Accuracy Assessment to ASPRS Standards Product
Delivery Timeline	Best efforts to ensure orthomosaic and related reports will be made available online and/or ready for physical delivery within 60 – 90 days of data collected, depending on size

* Available upon request. May require purchase of additional products

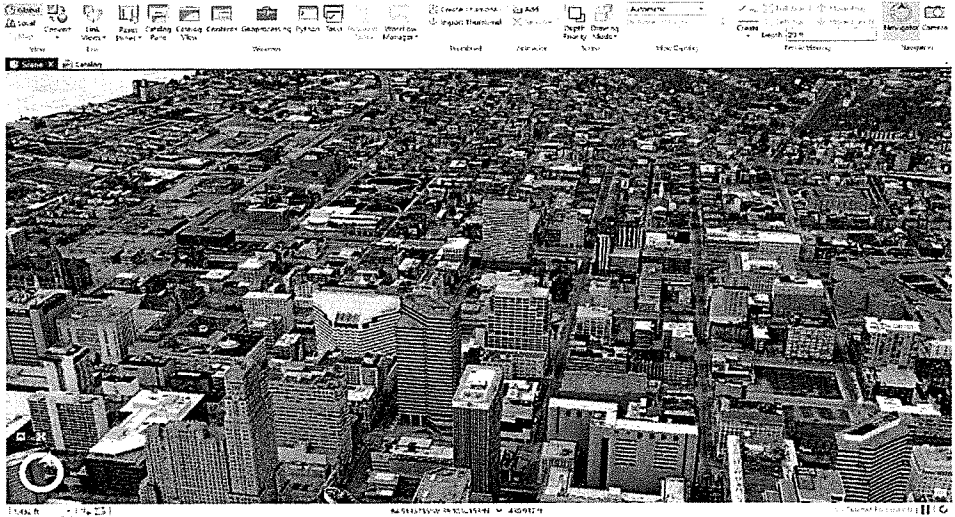
EagleView Reveal

Essentials Add-on - TrueTouch

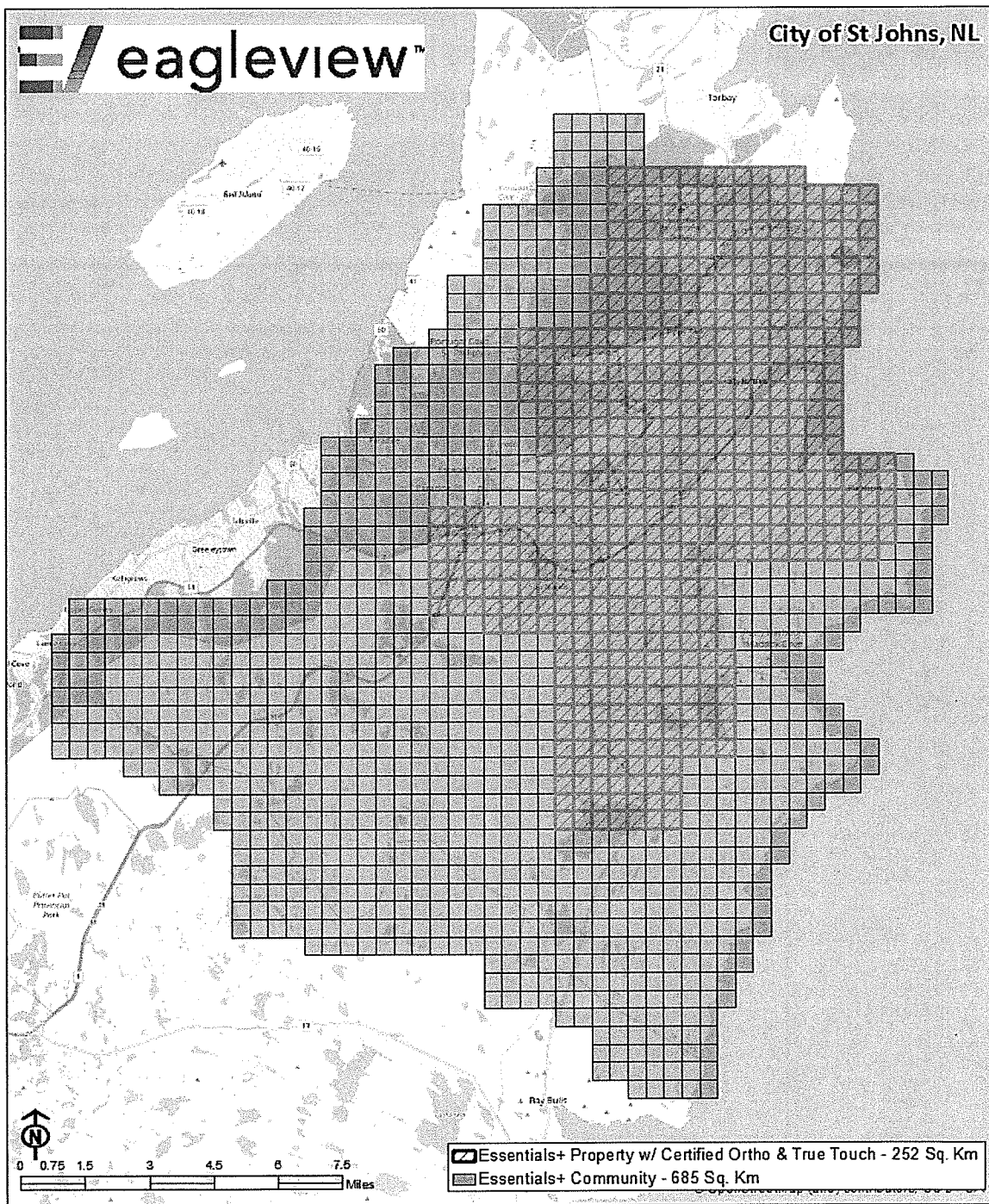
Products Related to	Essentials Essentials+ Advanced
Product Description	TrueTouch is the application of visual improvements to customers' orthomosaic imagery
Product Eligibility	Can only be purchased with appropriate Reveal product TrueTouch is only applicable to customer RGB and CIR orthomosaic imagery
Content Specifications	<p><u>Seam Artifacts</u></p> <ul style="list-style-type: none"> • There will be no obvious seam edges between two adjacent orthophotos • Orthomosaic will have edits to eliminate feature misalignment caused by seamlines which pass through features above the elevation surface including roads. Feature alignment across seamlines will be 3px or better. <ul style="list-style-type: none"> ○ Exceptions may include residential buildings and industrial complexes <p><u>Building and Bridge Lean</u></p> <ul style="list-style-type: none"> • Correction of bridges • Correction of major buildings obstructing roadways <ul style="list-style-type: none"> ○ Exceptions may include residential buildings and industrial complexes
Delivery Timeline	<ul style="list-style-type: none"> • Imagery will be made available online and/or ready for physical delivery within 120 days of completion of capture

EagleView Reveal

Reveal Add-on – 3D Textured Mesh

Related Products	Reveal Essentials+ Reveal Advanced		
Product Description	3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as is.		
Product Eligibility	3D Textured Mesh is available for purchase on new Reveal collections and/or where Essentials+ or Advanced products are available.		
3D Textured Mesh - Deliverable File Formats ^{#1}	<u>ESRI Format</u> <ul style="list-style-type: none"> • SLPK 	<u>Skyline Format</u> <ul style="list-style-type: none"> • 3DML 	<u>Cesium Format</u> <ul style="list-style-type: none"> • 3D Tiles
Sample Image	 <p>*3D Mesh accessed via ESRI ArcGIS Pro</p>		
Delivery Timeline	Best efforts to ensure 3D Textured Mesh will be made available for physical delivery within 30 days from EagleView data approval. Delivery times may vary depending on size of project.		

^{#1} Customers may select up to 2 deliverable formats. Default format deliverable will be *.SLPK for use within ArcGIS Pro

MAP(S)



Tuesday, April 12, 2022

Mr. Greg Keating
Manager, Land Information Services
City of St. John's
10 New Gower Street
St. John's, NL A1C 5M2, Canada

Dear Greg,

Pictometry Canada Corp. is the sole and exclusive provider of US-based Pictometry International Corp.'s patented imagery products in Canada (excluding the Province of Ontario). No other company may sell or sublicense Pictometry International Corp.'s patented imagery products in Canada (excluding the Province of Ontario).

Sincerely,

Allan Ladouceur

Allan Ladouceur (Apr 12, 2022 15:29 PDT)

Allan Ladouceur
Sr. District Manager
Pictometry Canada Corp.






NL St. Johns_Pictometry Canada Source_4-12-22_Clean

Final Audit Report

2022-04-12

Created:	2022-04-12
By:	Lindsey Dickens (Lindsey.Dickens@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMnpBldSsbDVscEGx-k28Rsgd4v84kF3b

"NL St. Johns_Pictometry Canada Source_4-12-22_Clean" History

-  Document created by Lindsey Dickens (Lindsey.Dickens@eagleview.com)
2022-04-12 - 10:17:41 PM GMT- IP address: 73.254.133.131
-  Document emailed to Allan Ladouceur (allan.ladouceur@eagleview.com) for signature
2022-04-12 - 10:18:04 PM GMT
-  Email viewed by Allan Ladouceur (allan.ladouceur@eagleview.com)
2022-04-12 - 10:28:23 PM GMT- IP address: 193.142.103.121
-  Document e-signed by Allan Ladouceur (allan.ladouceur@eagleview.com)
Signature Date: 2022-04-12 - 10:29:10 PM GMT - Time Source: server- IP address: 99.209.2.130
-  Agreement completed.
2022-04-12 - 10:29:10 PM GMT

BID APPROVAL NOTE

Bid # and Name: 2022025 – Traffic Paint
Date Prepared: Wednesday, April 13, 2022
Report To: Regular Meeting
Councillor and Role: Councillor Sandy Hickman, Public Works
Ward: N/A

Department: Public Works
Division: Roads
Quotes Obtained By: Sherry Kieley
Budget Code: 3252-5542
Source of Funding: Operating

Purpose:

This open call was issued to establish a standing offer agreement for the supply and delivery of traffic paint on an as and when required basis.

Results: ☒ As attached ☐ As noted below

Vendor Name	Bid Amount

Expected Value: ☐ As above
☒ Value shown is an estimate only for a 1 year period. The City does not guarantee to buy specific quantities or dollar value.

Contract Duration: One (1) year

Bid Exception: None

Recommendation:

That Council approve for award open call 2022025 – Traffic Paint to all compliant vendors as outlined; Ennis Canada Paint ULC, and Sherwin Williams. Right of first refusal is given to the vendor with the lowest price (bolded on attached). Subsequent vendors are contacted in order of ranking until the request can be fulfilled.

Attachments:

ST. JOHN'S

Report Approval Details

Document Title:	2022025 - Traffic Paint.docx
Attachments:	- 2022025 Bid Approval Note Attachment.pdf
Final Approval Date:	Apr 13, 2022

This report and all of its attachments were approved and signed as outlined below:

Rick Squires - Apr 13, 2022 - 3:06 PM

Derek Coffey - Apr 13, 2022 - 3:50 PM

2022025 - Traffic Paint

<u>Line Item</u>	<u>Category</u>	<u>Description</u>	<u>UOM</u>	<u>Estimated Quantity (Per Litre)</u>	<u>Ennis Paint Canada ULC</u>		<u>Sherwin Williams</u>	
					<u>Unit Price (Per Litre)</u>	<u>Total</u>	<u>Unit Price (Per Litre)</u>	<u>Total</u>
1	LOW-VOC SOLVENT-BASED (ALKYD) TRAFFIC PAINT	Totes - White	Litres	1000	\$ 6.6300	\$6,630.0000		
2		Totes - Yellow	Litres	1000	\$ 7.1700	\$7,170.0000		
3		Drums - White	Litres	23000	\$ 6.4300	\$147,890.0000		
4		Drums - Yellow	Litres	15000	\$ 7.1700	\$107,550.0000		
5		Pails - White	Litres	8000	\$ 6.5000	\$52,000.0000	\$ 6.2400	\$49,920.0000
6		Pails - Yellow	Litres	500	\$ 7.3000	\$3,650.0000	\$ 6.2600	\$3,130.0000
7		Pails - Black	Litres	20	\$ 7.8000	\$156.0000	\$ 6.6700	\$133.4000
8		Pails - Blue	Litres	20	\$ 7.8000	\$156.0000	\$ 6.4100	\$128.2000
9		Pails - Green	Litres	20	\$ 7.8000	\$156.0000		
10		Pails - Red	Litres	20	\$ 8.0000	\$160.0000	\$ 9.0200	\$180.4000
11	HIGH-VOC SOLVENT-BASED (ALKYD) TRAFFIC PAINT	Drums - White	Litres	200	\$ 6.6500	\$1,330.0000		
12		Drums - Yellow	Litres	200	\$ 6.7500	\$1,350.0000		
13		Pails - White	Litres	20	\$ 6.7500	\$135.0000		
14		Pails - Yellow	Litres	20	\$ 6.8500	\$137.0000		
15	WATERBORNE (LATEX) TRAFFIC PAINT	Drums - White	Litres	200	\$ 5.5200	\$1,104.0000		
16		Drums - Yellow	Litres	200	\$ 5.7400	\$1,148.0000		
17		Pails - White	Litres	20	\$ 5.5500	\$111.0000	\$ 5.6000	\$112.0000
18		Pails - Yellow	Litres	20	\$ 5.8000	\$116.0000	\$ 5.2400	\$104.8000
19	PAINT THINNER	Pails - Acetone	Litres	720	\$ 5.0500	\$3,636.0000	\$ 3.5400	\$2,548.8000
					Estimated Spend per Supplier		\$274,871.00	\$55,965.20
						Estimated Spend per Contract		
						\$330,836.20		

INFORMATION NOTE

Title: 2022 Streets Rehabilitation Program List

Date Prepared: April 12, 2022

Report To: Regular Meeting of Council

Councillor and Role: Councillor Sandy Hickman, Public Works

Ward: N/A

Issue:

Discussion – Background and Current Status:

Attached for the information of Council is the 2022 Streets Rehabilitation and Grind and Patch list.

Key Considerations/Implications:

1. Budget/Financial Implications:
Monies for the program have already been allocated under the 2020 – 2023 Multi-Year Capital Works Program with the Province and the 2022 COOR for the grind and patch portion.
2. Partners or Other Stakeholders:
All City of St. John's Residents
Government of NL
3. Alignment with Strategic Directions:
A City that Moves – Improve safety for all users on a well-maintained street network
4. Alignment with Adopted Plans:

A City that Moves: Improve safety for all users on a well-maintained street network.

A Sustainable City: Be financially responsible and accountable.
5. Legal or Policy Implications:
N/A
6. Privacy Implications:
N/A
7. Engagement and Communications Considerations:

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While the work is ongoing, the City's Engineering staff will release weekly updates on the City's website, in consultation with the Communications Division. The updates will list worksite locations for the upcoming week.

8. Human Resource Implications:
Hiring of temporary Construction Inspectors will be required. Associated costs will be charged to the project budget.
9. Procurement Implications:
Project to be tendered through the Supply Chain Management Division as per the Public Procurement Act.
10. Information Technology Implications:
N/A
11. Other Implications:
N/A

Conclusion/Next Steps:

We are advising Council that we will proceed with public tender(s) for the 2022 Streets Rehabilitation Program based on the list provided. The program will be broken into two tenders like past programs.

Report Approval Details

Document Title:	2022 Streets Rehabilitation Program List.docx
Attachments:	- 2022 Streets Rehab List.pdf
Final Approval Date:	Apr 13, 2022

This report and all of its attachments were approved and signed as outlined below:

Scott Winsor - Apr 12, 2022 - 2:22 PM

Jason Sinyard - Apr 13, 2022 - 10:37 AM

2022 Streets Rehabilitation Program List of Streets

Street	Street Section	Class
ALEXANDER ST		RES
BALTIMORE STREET		RES
BARKHAM STREET		RES
BERRIGAN PLACE		RES
BLACKWOOD PLACE	Fox Avenue to Blackwood Place	RES
BONAVENTURE AVENUE	Howley Ave. to Fleming Street	COLL
CALVER AVENUE	Mayor Avenue to Newtown Road	RES
CAPTAIN WHELAN DRIVE	Columbus Drive to Hamlyn Road	COLL
CEMETARY LANE	Old Petty Harbour to Civic # 26	RES
CHINOOK LANE		RES
COUGHLAN PLACE	Cut and Patch one area.	RES
DEXTER PLACE	Cut and Patch one area.	RES
DOYLE'S ROAD EXTENSION	Doyles Road to End	RES
DUBLIN ROAD	Sussex Place to London Road	RES
DUNFORD STREET		RES
EMPIRE AVENUE	Bonaventure Avenue to Graves Street	ART-MI
FACTORY LANE		RES
FOXTRAP ACCESS ROAD	Ramp 92 to Incinerator Road	ART-MI
GEOFFREY PLACE		RES
GILBERT STREET	Cut and Patch one area.	RES
HAMLYN ROAD	Baie Verte to Canada Drive	COLL
HILLVIEW DRIVE WEST	Walking Trail to Southside Road	RES
KINGFISHER PLACE		RES
KIWANIS STREET	Hamlet Street to Kelsey Drive	COLL
LADYSMITH DRIVE	Ladysmith Drive at Kiwanis Street	COLL
LEE'S ROAD		RES
LINSCOTT STREET	Merrymeeting Road to Freshwater Road	RES
LORNE PLACE	Cut and Patch one area.	RES
MERRYPEETING ROAD	Bonaventure Avenue to Newtown Road	COLL
MULLOCK STREET	Monkstown Road to Barnes Road	RES
NAVY STREET		RES
POINT VERDE PLACE	Civic #5 & 8 Sidewalk Repair	RES
POWER STREET	Carnell Street to Patrick Street	RES
PRATT PLACE		RES
REID STREET	Thomas Street to Civic #37	RES
SCOTT STREET		RES
SILVERTON PLACE		RES
SOUTHLANDS BOULEVARD	City Limits to Ruby Line	ART-MA
SPENCER STREET		RES
ST. MICHAEL'S AVENUE	Symonds Ave to Civic # 39	RES
STRATFORD PLACE		RES
TEAKWOOD DRIVE	Southlands Blvd. to Bayberry Pl	COLL
TRACEY PLACE		RES
TREPASSEY PLACE		RES
WALLACE PLACE		RES
WATERFORD AVENUE		RES
WEYMOUTH STREET	Wicklow Street to Civic #16	RES
WICKLOW STREET	Prince Philip Drive to Weymouth Street	COLL

Provisional Streets (Should time and funding permit)

Street	Street Section	Class
FOGWILL PLACE		RES
BELVEDERE STREET		RES
PLEASANTVILLE AVENUE		RES
PEARSON STREET	Tupper St to Laurier St	RES
WALSH PLACE		RES
GROS MORNE PLACE		RES
AVONDALE PLACE		RES
RUSHOON PLACE		RES
BURDELL PLACE		RES

Grind and Patch

Aberdeen Avenue	Gleneyre Street	O'Leary Avenue
Adams Avenue	Gold Medal Drive	Ordnance Street
Airport Heights Drive	Goldstone Street	Oxen Pond Road
Allandale Road	Golf Avenue	Paddy Dobbin Drive
Anderson Avenue	Gower Street	Patrick Street
Anspach Street	Great Eastern Avenue	Pearltown Road
Austin Street	Great Southern Drive	Peet Street
Bannerman Road	Hamilton Avenue	Pennywell Road
Barter's Hill	Hamilton Avenue Extension	Petty Harbour Road
Bay Bull's Road	Hamlyn Road	Pine Bud Avenue
Beaumont Hamel Way	Harbour Drive	Pippy Place
Bennett Avenue	Harrington Drive	Pleasant Street
Blackhead Road	Harvey Road	Plymouth Road
Blackler Avenue	Heavy Tree Road	Portugal Cove Road
Blackmarsh Road	Hebron Way	Prescott Street
Bonaventure Avenue	Higgins Line	Prince of Wales Street
Brookfield Road	Highland Drive	Prince Phillip Drive
Burgeo Street	Hogan Street	Queen's Road
Campbell Avenue	Job Street	Rawlins Cross
Canada Drive	Job's Cove	Rennie's Mill Road
Captain Whelan Drive	Kelsey Drive	Rickett's Road
Carpasian Road	Kenmount Road	Ridge Road
Carrick Drive	Kenna's Hill	Road De Luxe
Casey Street	King's Bridge Road	Ropewalk Lane
Cashin Avenue	King's Road	Ruby Line
Cashin Avenue Extension	Kiwanis Street	Selfridge Drive
Castle Bridge Drive	Ladysmith Drive	Shaw Street
Cathedral Street	Larkhall Street	Snow's Lane
Cavendish Square	Legion Road	Southern Shore Highway
Charter Avenue	Lemarchant Road	Southlands Boulevard
Cheeseman Drive	Linegar Avenue	Southside Road
Church Hill	Logy Bay Road	St. Clare Avenue
Churchill Avenue	Long Pond Road	Stamp's Lane
Circular Road	Long's Hill	Stavanger Drive
Cliffs Bairds Cove	MacDonald Drive	Strawberry Marsh Road
Columbus Drive	Maddox Cove Road	Symonds Avenue
Cookstown Road	Major's Path	Tammarack Street
Cornwall Avenue	Mayor Avenue	Teakwood Drive
Cowan Avenue	Merrymeeting Road	The Boulevard
Crosbie Road	Messenger Drive	Thorburn Road
Duckworth Street	Military Road	Topsail Road
East Drive	Monkstown Road	Torbay Road
East White Hills Road	Mount Scio Road	Tree Top Drive
Elizabeth Avenue	Mundy Pond Road	University Avenue
Empire Avenue	New Cove Road	Viscount Street
Ennis Avenue	New Gower Street	Waldegrave Street
Forbes Street	Newfoundland Drive	Water Street
Forest Road	Newtown Road	Waterford Bridge Road
Foxtrap Access Road	Old Broad Cove Road	Westerland Road
Francis Street	Old Pennywell Road	White Rose Drive
Frecker Drive	Old Petty Harbour Road	Wicklow Street
Freshwater Road		

DECISION/DIRECTION NOTE

Title: SERC - Road Race Closures

Date Prepared: April 13, 2022

Report To: Regular Meeting of Council

Councillor and Role: Councillor Debbie Hanlon, Special Events Regulatory Committee

Ward: N/A

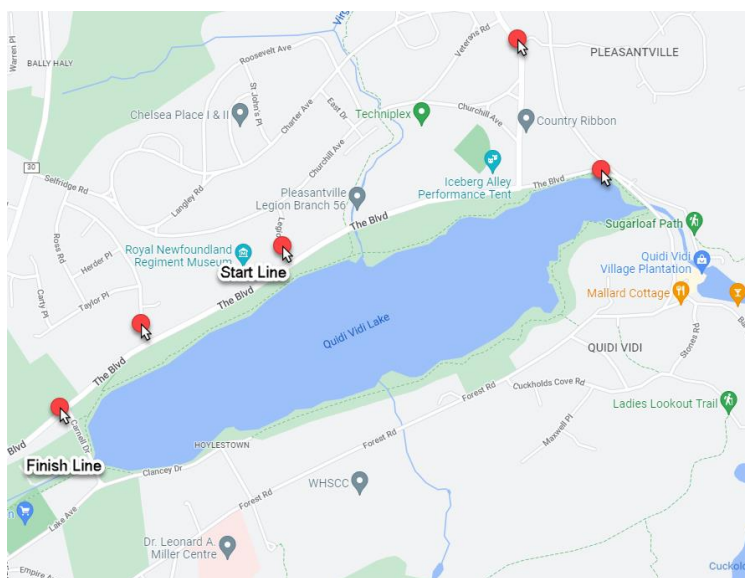
Decision/Direction Required: Seeking Council approval for road closures and lane reductions associated with the ANE Mile Road Race on May 15.

Discussion – Background and Current Status:

ANE Mile – May 15, approximately 100 runners. RNC will be present to implement lane reductions, and race marshals will be stationed on all barricades.

Road Closures (except local traffic):

- The Boulevard from Carnell Drive to Quidi Vidi Village Road (both directions)
- Local access between Carnell Drive and the Start Line (Bandstand).
- Local access between Quidi Vidi Village Road and the Finish Line (Bridge on Carnell Drive).
- Legion Road, East White Hills Road, Pleasantville Ave
- Lead barriers placed in advance of barrier at intersection with The Boulevard so that drivers can be redirected or turn around in more convenient locations.
- 7:45 AM – 8:45 AM



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Key Considerations/Implications:

1. Budget/Financial Implications: N/A
2. Partners or Other Stakeholders: N/A
3. Alignment with Strategic Directions: N/A

Choose an item.

Choose an item.

4. Alignment with Adopted Plans: N/A
5. Legal or Policy Implications: N/A
6. Privacy Implications: N/A
7. Engagement and Communications Considerations: N/A
8. Human Resource Implications: N/A
9. Procurement Implications: N/A
10. Information Technology Implications: N/A
11. Other Implications: N/A

Recommendation:

That Council approve the road closures and lane reductions associated with the ANE Mile Road Race on May 15.

Prepared by: Christa Norman, Special Projects Coordinator

Approved by: Erin Skinner, Supervisor – Tourism and Events

Report Approval Details

Document Title:	SERC - Road Race Lane Reduction.docx
Attachments:	
Final Approval Date:	Apr 13, 2022

This report and all of its attachments were approved and signed as outlined below:

Erin Skinner - Apr 13, 2022 - 4:06 PM

Tanya Haywood - Apr 13, 2022 - 4:08 PM

INFORMATION NOTE

Title:	“What We Heard” – Rennies River Flood Mitigation Project – Phase 2 (Portugal Cove Rd to Kings Bridge Rd)
Date Prepared:	April 11, 2022
Report To:	Mayor and Council
Councillor and Role:	Councillor Maggie Burton & Councillor Ian Froude, Sustainability
Ward:	Ward 4

Issue:

As a part of the environmental assessment process for the Rennies River Flood Mitigation Project – Phase 2 (Portugal Cove Rd to Kings Bridge Rd) , a Virtual Public Meeting was held on March 22, 2022. The purpose of the meeting was to present the project to the general public in an effort to gain feedback and comments prior to submitting the Environmental Preview Report to the Province.

Discussion – Background and Current Status:

The public engagement process ran from March 8 to 22, 2022, and saw more than 66 people attend the virtual engagement session, a 13 people submit feedback via email, one call to Access St. John’s and one comment on the project page at [EngageStJohns.ca](https://engagestjohns.ca).

It is to be noted that there were two residents who were in support of the City moving forward with the project.

Topics that were raised during the engagement process include:

- Need to focus on upstream issues first and look at alternatives
- Questions around drainage, catch basins, temporary ponding and flooding risks to properties in the area
- Funding and timing of the project and relationship to Long Pond Flow Control project
- Impact of berms on properties and walking trail
- Impact of bridge repairs in the area and flow of water
- Concerns for fish habitat, trees, soil, conservation of habitat
- Requests for more data and time to review the proposal and explore all options

Key Considerations/Implications:

1. Budget/Financial Implications:

None related to the engagement process.

2. Partners or Other Stakeholders:

City Residents
Rennies River Trail users
Quidi Vidi Rennies River Development Foundation
City’s Environment & Sustainability Experts Panel

Stakeholders will also have an opportunity to take part in the Provincial Environmental Assessment (EA) review process for the project.

3. Alignment with Strategic Directions:

A City that is Environmentally Sustainable today and for future generations.

4. Alignment with Adopted Plans:

A Sustainable City: Work collaboratively to create a climate-adapted and low-carbon city.

Choose an item.

5. Legal or Policy Implications:

N/A

6. Privacy Implications:

N/A

7. Engagement and Communications Considerations:

Public engagement work undertaken by staff in Organizational Performance and Strategy.

8. Human Resource Implications:

N/A

9. Procurement Implications:

N/A

10. Information Technology Implications:

N/A

11. Other Implications:

N/A

Conclusion/Next Steps:

Share the “What We Heard” document on the Rennies River Flood Mitigation Project – Phase 2 (Portugal Cove Rd to Kings Bridge Rd) Engage page.

The “What We Heard” document will be given consideration in finalizing the Environmental Preview Report to be submitted to the Provinces Department of Environment and Climate Change (ECC). As a part of the Provincial Environmental Assessment review process, the general public will have another opportunity to comment on the project before the Minister makes a decision on the undertaking.

Prepared by: Scott Winsor – Director of Engineering

Approved by: Jason Sinyard – Deputy City Manager PERS

Report Approval Details

Document Title:	Rennies River Flood Mitigation - Ph 2 - What We Heard.docx
Attachments:	- WWH RRFM March 2022.pdf
Final Approval Date:	Apr 13, 2022

This report and all of its attachments were approved and signed as outlined below:

Jason Sinyard - Apr 13, 2022 - 10:36 AM

OUR CITY. OUR FUTURE.



Rennies River Flood Mitigation Phase 2 – Portugal Cove Rd. to Kings Bridge Rd

Public Engagement



What We Heard
March 2022

ST. JOHN'S

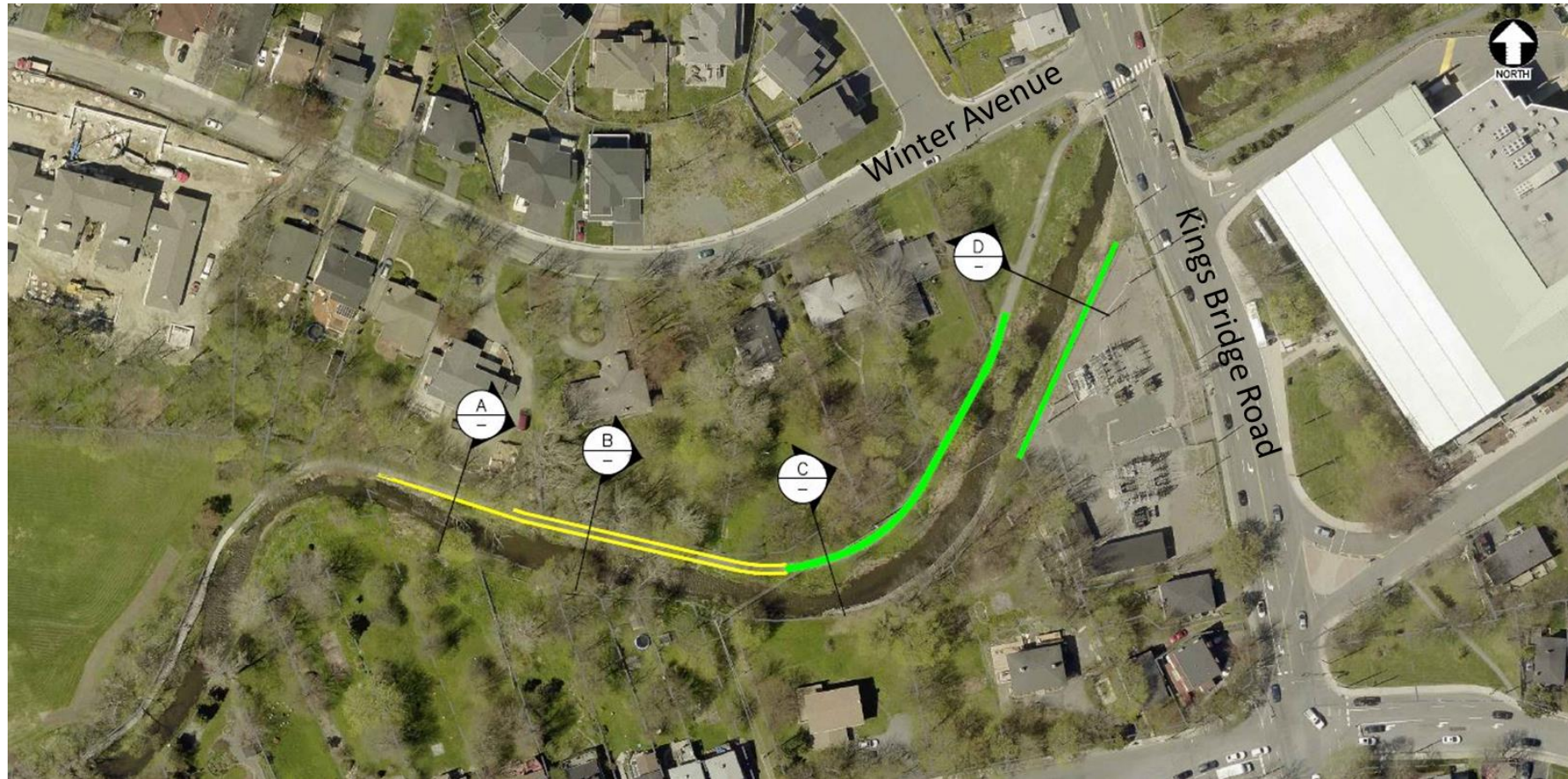
Disclaimer

- This document provides a summary of what was heard during this engagement process. It is not meant to reflect the specific details of each submission word-for-word. However, as this project involves environmental assessment and submissions to the Government of NL, questions and responses from the public meeting held on March 22 are included.
- The City produces a What We Heard document for every city-led public engagement project. This collected commentary is shared with the community to ensure we heard you correctly.
- The City protects the privacy of those who provide feedback as per Access to Information and Privacy Legislation.
- The full scope of commentary is used by city staff and Council to help inform recommendations and decisions.

Context

- Rennies River Catchment Stormwater Management Plan completed in 2014 (CBCL 2014)
- Prioritized list of improvements; Some have been completed: Health Sciences Centre Berms, O'Leary Avenue Bridge
- [Long Pond Flow Control](#) currently going through Environmental Assessment Review
- Public engagement on Rennies River Flood Mitigation completed in 2021; as a result, scope of project changed to focus only on area between Portugal Cove Rd. and Kings Bridge Rd.
 - Collecting feedback as part of Environmental Preview Process

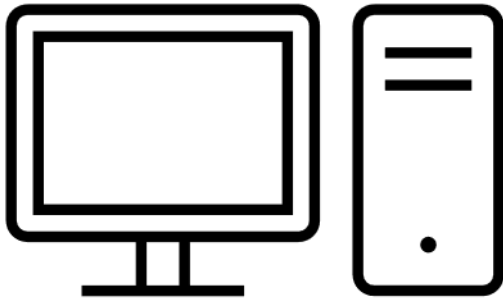
Project Location



Public Engagement Plan

- Provide an update on the status of the Rennies River Flood Mitigation project since the 2021 public engagement process
- Provide residents in and around the impacted area an opportunity to ask questions, provide comments on the proposed plan
- Provide an opportunity for anyone interested in the project to provide feedback and ask questions
- Prepare a What We Heard document to inform the plan and the Environmental Preview Process

Engagement and Communications



- Addressed mail notification to over 4000 households/property owners in the area
- Newsletter sent from EngageStJohns.ca to nearly 3300 subscribers including those who follow this project and similar projects such as Long Pond Flow Control
- Social Media
 - 1 post on Twitter
 - 2,818 Impressions – 38 Engagements - 4 Profile Visits – 17 Link Clicks
 - 1 post on Facebook
 - 3,435 Impressions – 34 Engagements – 10 Link Clicks – 3,279 Reach
- Advertisement in The Telegram- March 12, 2022

Who Engaged

- 66 people attended a virtual public session on March 22, 2022
- 1 person provided a comment/question on EngageStJohns.ca
- 1 person called 311 with feedback
- 13 people submitted feedback via email – most of these attended the public session as well



What We Heard Highlights

- Most people expressed concerns about upstream issues and questioned why this project was being done at this time and who was requesting it.
- There were questions/concerns about funding and whether funding is driving project. Some suggested redirecting the money to Long Pond project.
- Many people suggested other alternatives such as :
 - Redirecting runoff upstream
 - Using existing drainage systems upstream
 - Installation of stormwater retention from the headwater by using wetlands/existing ponding upstream
- People living on the Empire Ave. side of the river expressed concerns about the impact of the berms in creating additional water issues for them. Some people also suggested it would create or make issues upstream worse.
- People living in the affected area asked if the drainage pipes would be installed on all properties and whether that would mean their properties would be free from water in the future.
- There were questions and concerns about temporary ponding.
- There was general concern and opposition to the project for a variety of reasons including the need for more data, more time to review and analyze options, concern for fish habitat, trees and personal property, and the need to address the larger issue upstream first.

What We Heard Highlights

- There were comments and questions about the use of catch basins.
- There were comments about the impact of the bridge repairs in the area which have made the space under the bridges smaller and created stagnate water issues/flow issues.
- Two people from the affected area support the project.
- Some people wondered why there was no direct consultation with the most affected areas prior to the meeting and whether there would be consultation prior to any design work being completed and why this would only happen once the project was released from ERP.
- Some people asked about the role of the province in the process.
- One person noted the erosion control near tennis courts was good.
- There were concerns about the impact of the berms on the walking trail.
- There were concerns about waterlogged soil and impact on trees.

Note: For a detailed summary of the discussion from the virtual public session, check out the notes attached.

Summary and Next Steps

- Share What we Heard with Council and community
- Complete report for Environmental Preview Report

Environmental Assessment Process

Minister of Environment and Climate Change (ECC)

- 7 days to post the receipt of the EPR document following submission
- 45 days to review EPR
- 10 days to post decision after 45-day review period

To Stay Informed

Follow the project page or sign up to receive notifications EngageStJohns.ca

ST. JOHN'S

[Home](#) [Citizen Committees - Members page](#) [FAQs](#) [Document Library](#)

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Welcome to Engage! St John's
This online public engagement space allows
you to contribute your ideas and feedback on
City projects and initiatives that matter to you!
Sign up and join the community - more than
3,000 people strong!

[Register to get involved!](#)



Notes/ comments/questions from virtual public meeting

Rennies River Flood Mitigation – Phase 2 – Portugal Cove Rd to Kings Bridge Rd

March 22, 2022

Director of Engineering reviewed the scope/previous engagement and ERP process, introduced CBCL, consultants working with the city on this project

Shared screen shots of scope including berms, flood control walls, the activities that need to take place, including the alternative to this project ([presentation](#) available at EngageStJohns.ca)

Concerns raised:

- Temporary ponding
- Concerns about implications of the “solution” and whether the situation will be made worse for properties on the Empire Side
- Stormwater management issues ongoing
- Upstream issues

Questions and answers below. (Note: These have been edited to keep the document focused on the main question/issue and response provided.)

Q. How are you going to drain the low point?

A: Run a sewer parallel to the river and discharge below the bridge across Kings Bridge Rd.

Q. Steel covers lifted off in areas due to heavy rain – will this be dealt with in project?

A. All of this would need to be looked at as part of project.

Q. Can you install stormwater retention features from the headwater all the way downstream?

A. Looked at more undeveloped areas – Kelsey Dr/Kenmount Terrace – that area was developed in a comprehensive manner and approximately 30% has been protected as wetland and open space. As part of stormwater management plan did look at options for regional retention – one could work in southwest development area but would not have significant impact because it's in the head waters; it's been proposed to construct storage on the river itself but that's prohibitive because you have to have a really big area like Long Pond. In an extreme flood situation, you would be adding about a foot of water over the whole pond. In order for this to work you need to be able to isolate a significant portion of the drainage basin and it has been looked at.

Q. What would be wrong with developing a retention pond between Kelsey Dr and Mews Place?

A. Did look at using space between exit ramps and working with Department of Transportation but could not get volume to have significant impact on the overall flows.

Q. There was infrastructure work on Portugal Cove Rd. bridge, and this has caused similar flooding. Now pouring water on Kings Bridge side, this will create further flooding. Not doing anything upstream. Problem is further up.

A. Scope was changed after last public engagement, may be looked at in future time.

Q. 42 Empire Ave. backs on to the river – juts out where river does a turn. The river comes down now and whatever has been done up to now has not helped. Berm is going to dam the water up but will push water back up to properties on Empire. This is a concern. Is there sewer infrastructure that needs to be addressed which deteriorates in this area? Where you are proposing to put the berms, there has not been water there. No buildup of water where the berms are proposed. Why putting the berms there?

A. Another significant recommendation is related to flow control structure at Long Pond – so if that is approved, that will help. The environmental reviews are in progress. That is #1 priority. Rather than wait until that one gets completely through the process, we are doing this one concurrently.

Q. 38 Empire – river comes through property and there is extensive ponding. 1). building the berms appears to be 7 feet higher than current path, haven't seen water going up that high. Water goes up higher on the Empire Side. 2). What's causing the push to accelerate the project before the information is available?

A. Appreciate that you don't see Winter Ave. properties flood, but we are designing for climate change and taking higher flows into account. That's what the purpose of the higher berms is. Empire Avenue side, homes don't flood, we can't protect back yards from flooding, but we are going to attempt to protect homes from flooding. Upstream development contributes to higher flow, but climate change is also a major issue that we need to come together on. Comment about rushing ahead – there is still an option to do nothing. There are properties on Winter Avenue that have experienced basement flooding from the river.

Comments: Dealing with symptoms rather main issue.

Comment: Currently no flooding of homes on Empire – solving a problem that causes homes to flood is not solution. Problem in upstream.

Comment. Can see where the berms are going and can appreciate the sense of where they are going but fundamentally by damming up one side of the river you are driving more water to the other side of the river. You are creating a new channel. Rain-snow melt events are normal, and while can appreciate global warming, most flooding going on now is not related to that but rather upstream overdevelopment issues.

Q. 2014 City un-culverted Kelly's Brook – and it discharges right on the other side of the bridge across from tennis courts while for years that discharged further downstream and

now, we get pooling, and the water stagnates since we have this dump of water coming in from Kelly's Brook. Part of this should be about re-culverting Kelly's Brook. It dumps a lot more water in, everything coming from above, impeding the water flow and then flooding properties on west side of the bridge.

A. I know the brook but don't recall that the brook overflows its bank.

Comments: Impedes the water coming down from the Portugal Cove Rd side which didn't happen before. One property owner notes she had 5 feet of water in basement in January 2022 for first time since Igor.

Comments – river was blocked up with logs and had that not been the case it might have been fine.

Q. What are the plans to hold back the debris and keep the debris out of the river? Berms should be built to height of Kings Bridge Rd. The back of the properties on lower level of Winter Ave there is a sanitary sewer and if the lids lift up a bit it is being mixed with stormwater and what are the plans to avoid that? Would it not be better to backfill the back yards there instead of having maintenance of sewers for years and years? What are the plans to keep this separate from stormwater?

A. City tries to keep ahead of debris issues and it's an operations and maintenance thing. Sewer is there and it will be dealt with as part of project. As for backfilling yards – we try to stay away from private property as much as possible but will work with people in design phase to address look of berms such as slope, etc.

q. Drainage pipes, why can't they be added upstream to other areas?

A. Throughout the city there is an extensive network of storm sewers and catch basins and they discharge at various locations along river courses. The specific problem here around ponding of water is that water won't be able to drain off the properties where the berm is located which is why drainage is needed.

Q. Does this mean they will never have water on their properties again? If you are going to put a drain in, can you say that there won't be water again, then go ahead but not sure that is the case?

A. Insurance provider does not allow us to make guarantees. I can never say that it won't pond on property. We make assumptions around what the design storm is. Comments around the wall being 7 feet high, we have done quite a bit of work around it, made assumptions and we think it is sound. There could be other opinions, it is a very difficult situation, and a lot of people have different ideas because we are in a developed area and we are trying to live around it. We are trying to drain the water at the low point.

Q. River runs in to Quidi Vidi (QV) Lake. We are maintaining QV lower than normal with stop logs in. Water is flowing faster past my house. We have made problems for ourselves. Residents in the area know what the water situation is.

A. There is 15 feet difference in elevation from QV Lake to the trail adjacent to Pringle Place – stop logs on QV Lake have no impact on upstream flooding near Pringle Place.

Q. Water hadn't gone above the path across the street but comes quite strong through the back yard. Water could start to go up higher based on what you have said. If the water is going to be worse on Empire side in combination with global warmings issues, then what is impact to those homes?

A. CBCL has established the water elevation along the river for a flooding event, and with the modeling done, elevation of water, even though with stronger flow, is in the yards and not flooding basements. Attempting to protect buildings and not yards.

Q. Why does the berm have to be 7 feet high then? Will impact be the same on the other side?

A. Visualize water backing up in the river, it is ground elevation we are talking about. The water can build up on Empire side, but it won't hit the elevation to reach a property. Back yards drop off at a steep elevation and the buildings are higher, and the water does not reach the properties.

Q. Can in-person meetings be scheduled with people impacted by berms?

A. We are open to it. We are moving through EPR process. If the project is released then it is back to city to move ahead, and then if CBCL is involved, then that would need to happen in a preliminary design stage. City confirmed they would discuss with the property owners at that stage.

Q. Looking at where the berm is proposed, it seems to me that people on Empire Avenue, and other locations have had issues but not the people on Winter Avenue. Why is the berm proposed on the Winter Avenue Side? Would want to see what drainage proposals look like before putting up a berm.

A. Floodplain mapping details flooding in the area of Winter Ave having impact on dwellings.

Comment: Agree with XX's comments. We live in a spot that goes down to the river – we get water on the trails; our property does not get flooded. To put a berm on the edge of a ridge would add volume to the south side of the river. Leave it as a flood plain.

Q. Question about the process – how it will work?

A. As part of EPR, one of the items identified is to hear the feedback from the community and how will the concern be addressed. The engagement is a key part of the process. There is still a lot of design refinement at this stage, and it appears the city is open to those conversations.

Comment. Answer is upstream. If you slow the water upstream you won't have a problem downstream. There are options. If you raise the Sq Km of wetland 10 cm during a rainstorm you will hold back 100K cubic meters of water. Let that run down

slowly. Half a dozen small watersheds running in above this area – Long Pond, Thorburn Rd, there are a number of places to back up water collectively to work – now you are channelizing the river- it's being done before, and it wrecks it. Every time you put a drain in a tube you make the water run faster. Be concerned about the welfare of the fish and anything else that lives in the water. Enable nature to do what it should do. This is artificial and you will need to build berms higher and higher instead of solving the issue upriver.

Comments: Fish in the river – significant spanning area. There is a review required from DFO but there appears to be no consideration of the impact on the fish. Been walking this river for 30 years and the city has done significant work – some openings were reduced substantially, i.e., bridge on Portugal Cove rd. If you're putting in berms all you are doing is creating an impoundment, once you reach maximum flow, you are delaying flooding for 15 minutes – dealing with this from the wrong end altogether – flood mitigation needs to start at the top.

Q. 2003 moved in – across the bridge from #1 Portugal Cove Rd. Was told the bridge needed to be raised. Then bridge replaced. Kelly's Brook used to flood both sides – it still flows through the old city dump – bringing residue not fully broken down. Where it is open behind the ballpark and flowing into the river, it stinks. That also floods over and into the ballpark. Bridge is too small and is an issue. Area flooding for years and upstream is a major factor.

Q. Assume the trail will be on top of the berm?

A. Yes, the trail would remain on top of the berm.

Q. Status of Long Pond Weir Process?

A. Still going through EAP. Made submissions, waiting to hear back on whether it has been released or moving up to EPR assessment.

Closing comments: Consultants noted upstream has been looked at. Wetlands can be used, and we can avail of them, but it can't solve it all and berms would still be required.