CALL TO ORDER

PROCLAMATIONS/PRESENTATIONS
2.1. Canadian Down Syndrome Week

APPROVAL OF THE AGENDA
3.1. Adoption of Agenda

ADOPTION OF THE MINUTES
4.1. Adoption of Minutes - October 17, 2022

BUSINESS ARISING FROM THE MINUTES

DEVELOPMENT APPLICATIONS
6.1. Notices Published – 2648 Trans-Canada Highway - DEV2200124
6.2. Notices Published – 140 Campbell Avenue - DEV2200101

RATIFICATION OF EPOLLS
7.1. 2022170 - 2022 Sidewalk Infill Program

COMMITTEE REPORTS

DEVELOPMENT PERMITS LIST (FOR INFORMATION ONLY)
9.1. Development Permits List October 13 to 19, 2022

BUILDING PERMITS LIST (FOR INFORMATION ONLY)
10.1. Building Permit List

11. REQUISITIONS, PAYROLLS AND ACCOUNTS

11.1. Weekly Payment Vouchers Ending Week of October 19, 2022

12. TENDERS/RFPS

12.1. Sidewalk Infrastructure Repairs

12.2. 2022184 – Supply and Delivery of Curb Runners and Cutting Edges

12.3. Windsor Lake Treatment Plant - Replacement of Cell 2 and 3 Membrane Modules

12.4. 2022189 - Snow Clearing & Ice Control Private Lanes

13. NOTICES OF MOTION, RESOLUTIONS QUESTIONS AND PETITIONS

14. OTHER BUSINESS

14.1. SERC – SurrealEstate Road Closure 2

14.2. Insurance Policy Renewal 2022-2023

15. ACTION ITEMS RAISED BY COUNCIL

16. ADJOURNMENT
Proclamation

CANADIAN DOWN SYNDROME WEEK
October 23 - 29, 2022

WHEREAS: Canada has a diverse and dynamic population, rich in strengths, resources and abilities; and

WHEREAS: The successful and productive future of all Canadians is intimately linked to our commitment to ensure that all of our citizens have the opportunity to reach their full potential; and

WHEREAS: Fellow Canadians with Down syndrome, and their families, are members of our communities and are deeply committed to ensuring that all individuals have the opportunity to grow, develop and succeed; and

WHEREAS: Canadian Down Syndrome Week is a week of educational programming directed to ensuring all individuals with Down syndrome live complete and fulfilling lives, with public knowledge, awareness and appreciation of the strengths and contributions of individuals with Down syndrome;

THEREFORE: I, Mayor Danny Breen, do hereby proclaim October 23 - 29, as Canadian Down Syndrome Awareness Week in the City of St. John’s.

Signed at City Hall, St. John’s, NL on this 24 day of October, 2022.

___________________________
Danny Breen, Mayor
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 **Proclamation - International Credit Union Day**

3. **APPROVAL OF THE AGENDA**

   3.1 **Adoption of Agenda**

   SJMC-R-2022-10-17/459

   **Moved By** Councillor Ravencroft

   **Seconded By** Councillor Bruce

   That the Agenda be adopted as presented.

   For (11): Mayor Breen, 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 (11 to 0)

4. **ADOPTION OF THE MINUTES**

   4.1 **Adoption of Minutes - October 11, 2022**

   SJMC-R-2022-10-17/460

   **Moved By** Councillor Froude

   **Seconded By** Deputy Mayor O'Leary

   That the minutes of October 11, 2022, be adopted as presented.

   For (11): Mayor Breen, 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 (11 to 0)

5. **BUSINESS ARISING FROM THE MINUTES**

6. **DEVELOPMENT APPLICATIONS**
6.1 **Request to Relieve Parking Spaces for 3 Townhouses with Subsidiary Dwelling Units – 13-15 O’Neil Avenue – SUB2200025**

Councillor Korab presented the Decision Note on the request to relieve parking spaces for 3 Townhouses with subsidiary dwelling units for 13-15 O’Neil Avenue. Staff is recommending that Council reject the request for parking relief for 3 parking spaces at 13-15 O’Neil Avenue as the lack of parking spaces may result in cars parking on lawns due to no overnight parking on the Street and snow clearing problems.

Councillor Ravencroft advised that she had held individual discussions with members of Council regarding this request and that she will be voting against the Staff’s recommendation. As well, she has met with the proponent and a letter has been received from Spinal Cord Injury NL, who are in support of this private development. Representatives are here in the Chambers today, and their attendance demonstrates the dedication of those involved to create accessible housing in this area.

Councillor Ravencroft reiterated the great need in the City for this type of accessible housing development as it meets the needs of those that require it and also demonstrates the dedication of the proponent.

Councillor Ravencroft noted that there are many conditions for rentals in the City, including apartments or houses that do not have parking available to them. Tenants or their guests can make use of downtown parking garages, busses, taxis, and other modes of transportation. It is expected that many of the tenants for these units will be using the Go-Bus service that the need for these parking spaces may not be there. As well, this location is close to all amenities, with bus stops nearby, and many people are choosing to not own a vehicle due to the high cost of gas, insurance, and their environmental impacts.

Councillor Ravencroft remarked that she appreciates the rationale given by the Staff, regarding no off-street parking available and snow clearing issues, but the reality is that units and situations like this are needed to plan for the future and for the residents of the City.

There was a consensus of Council to reject the recommendation made by Staff, and members commented on their support for such initiatives. Councillor Hanlon added that a major focus of the Inclusion Advisory Committee has been to lobby other levels of government for more accessible housing as the need is great, and we need to look outside the box for housing solutions. Councillor Froude stated that with the severe lack of housing, the City needs to get units built as the need for housing
exceeds the need for parking. This area is close to Metro bus routes as well and he hopes that we can support the project.

Councillor Burton also remarked that during the review of the Envision St. John’s Municipal Plan Development Regulations many residents lobbied for the removal of parking minimums such as this one to allow for more expedient construction of housing units. There has been some modernization of City parking regulations, and this is a good development. It would be great if this didn’t have to come to Council and could be approved at the Staff level. This is a great development, providing accessible housing, in a walkable, service dense area, with many amenities nearby, and close access to available transportation in the neighbourhood.

Councillor Korab advised that as the Development Lead, and to go against the recommendations of Staff, there must be good reasoning. He agrees with the comments made by members of Council and as such will also be voting against the Staff recommendation.

Councillor Korab asked that the proponents clearly advertise that there are only 3 parking spaces and ensure that the potential tenants are fully aware that they may or may not have parking available.

SJMC-R-2022-09-19/461
Moved By Councillor Korab
Seconded By Councillor Ravencroft

That Council reject the request for parking relief for 3 parking spaces at 13-15 O’Neil Avenue as the lack of parking spaces may result in cars parking on lawns due to no overnight parking on the Street and snow clearing problems.

Against (11): Mayor Breen, Deputy Mayor O’Leary, Councillor Burton, Councillor Ellsworth, Councillor Hickman, Councillor Hanlon, Councillor Bruce, Councillor Ravencroft, Councillor Korab, Councillor Froude, and Councillor Ridgeley

MOTION LOST (0 to 11)

SJMC-R-2022-10-17/462
Moved By Councillor Ravencroft
Seconded By Councillor Froude

That Council approve the request for parking relief of three space at 13-15 O’Neill Ave.
For (11): Mayor Breen, 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 (11 to 0)

6.2 Notices Published – 161 Thorburn Road - DEV2200131

SJMC-R-2022-10-17/463

Moved By Councillor Korab
Seconded By Councillor Ridgeley

That Council approve the Discretionary Use application for a seasonal Retail Use at 161, 169 and 171 Thorburn Road from October 1 to December 30 to allow Halloween and Christmas themed walks. The applicant may be required to undertake further parking and traffic modifications should the need arise.

For (11): Mayor Breen, 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 (11 to 0)

7. RATIFICATION OF EPOLLS

8. COMMITTEE REPORTS

8.1 Committee of the Whole Report - October 5, 2022

1. Pedestrian Activated Street Crossings Service Improvements

Councillor Hickman reviewed the Decision Note regarding the improvements for Pedestrian Activated Street Crossings Service improvements. The option proposed is #3 as per the discussions at the last Committee of the Whole meeting.

Deputy Mayor O’Leary recognized the efforts of the Staff and Council members to work towards continuous improvements and addressing these in a timely manner. She noted that this is a good start for improvements and that we are moving in the right direction.

Councillor Ravencroft echoed her support and voiced her agreement with Deputy Mayor O’Leary but feels that the completion
date is too long and needs to be shortened, but that is something that we can move towards. She is pleased that this will see the time cut in half.

Councillor Froude voiced his support as well and is looking forward to seeing what the impact of additional Staff resources will have on this issue.

Councillor Burton reiterated that we have been making great improvements but accessibility tends to stop at intersections and noted that these particular areas are usually cleared by shovels not the sidewalk plows and hopes that this will improve the accessibility and that we need to continue to improve in this area and shorten the timeline.

SJMC-R-2022-10-17/464
Moved By Councillor Hickman
Seconded By Deputy Mayor O'Leary

That Council consider Option 3 if a service level enhancement is contemplated.

Option 3 is outlined as follows:

Pedestrian activated traffic control crossing locations cleared within **72 hours** after the completion of street widening operations.

- 8 City employees
- 1 supervisor
- 2 leased loaders
- 2 light duty trucks
- Cost - $270,015

For (11): Mayor Breen, 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 (11 to 0)**
2. **Windsor Lake Water Treatment Plant Equipment Reserve Fund Replacement of Secondary Cell 2 and 3 Membrane Modules**

   SJMC-R-2022-10-17/465
   **Moved By** Councillor Hickman  
   **Seconded By** Councillor Ellsworth

   That Council make funding available through the Windsor Lake Equipment Reserve Fund to support the purchase of membrane filter modules for Secondary Cell #2 and #3 at the Windsor Lake Water Treatment Plant.

   For (11): Mayor Breen, 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 (11 to 0)**

3. **Autism Society Representative**

   Councillor Froude added that Mr. Walsh brings a great deal of integrity and he is sure that he will recuse himself from any conversations as noted.

   SJMC-R-2022-10-17/466
   **Moved By** Councillor Hanlon  
   **Seconded By** Councillor Ellsworth

   The Inclusion Advisory Committee recommends that Mr. Paul Walsh, Autism Society Representative, remain on the Inclusion Advisory Committee as well as the St. John's Transportation Commission for the remainder of his term, providing that:

   - Walsh recuses himself from speaking or voting on matters that relate to the services of the SJTC at meetings of the IAC; and
   - Walsh recuses himself from speaking or voting on matters that relate to IAC's accessible transportation positions or recommendations during meetings of the SJTC.
For (11): Mayor Breen, 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 (11 to 0)

4. **Accessible Pedestrian Signal Working Group**

Councillor Burton reviewed the background on the establishment of the Working Group and the recommendation from the Inclusion Advisory Committee.

SJMC-R-2022-10-17/467

_Moved By_ Councillor Burton  
_Seconded By_ Councillor Hanlon

The IAC Recommends that the Accessibility & Inclusion Facilitator act as a liaison between the IAC and the Pedestrian Signals Working Group to ensure that jurisdictional scans and research of best practices is completed as part of the consultations with the IAC. Final recommendations will be vetted through the IAC Committee for their input and recommendations.

For (11): Mayor Breen, 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 (11 to 0)

5. **Accessible Parking Working Group**

Deputy Mayor O’Leary noted the great work of the Inclusion Advisory Committee in all these areas, and particularly for their work towards improving accessible on-street parking within the City of St. John’s with the establishment of the Accessible Parking Working Group.

SJMC-R-2022-10-17/468

_Moved By_ Councillor Hanlon  
_Seconded By_ Councillor Bruce

That Council approve the development of an Accessible Parking Working Group, reporting to the Inclusion Advisory Committee, to
provide advice and recommendations for improved accessible on-street parking in the City of St. John’s.

For (11): Mayor Breen, 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 (11 to 0)

6. **Inclusion Representation on City Committees**

Councillor Hanlon presented the recommendation from the Inclusion Committee to have Accessibility and Inclusion Staff act as a liaison between the Inclusion Advisory Committee and City Departments and Committees.

Councillor Hanlon reiterated the great work and major strides that have been made because of the work of the very dedicated Staff and Members of the Inclusion Advisory Committee as can be noted by the recommendations presented to Council at today’s meeting.

**SJMC-R-2022-10-17/469**

Moved By Councillor Hanlon
Seconded By Councillor Bruce

The IAC recommends that Accessibility & Inclusion Staff act as a liaison between the IAC and City Departments and Committees to ensure that jurisdictional scans and research of best practices is completed as part of the consultations with the IAC. Final recommendations will be vetted through the IAC Committee for their input and recommendations.

For (11): Mayor Breen, 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 (11 to 0)

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

9.1 **Development Permits List October 6 - 12, 2022**

Council considered the Development Permits List for information.
10. **BUILDING PERMITS LIST (FOR INFORMATION ONLY)**

10.1 **Building Permit List**

Council considered the Building Permit List for information.

11. **REQUISITIONS, PAYROLLS AND ACCOUNTS**

11.1 **Weekly Payment Vouchers Ending Week of October 12, 2022**

SJMC-R-2022-10-17/470

Moved By Councillor Ellsworth

Seconded By Councillor Korab

That the weekly payment vouchers for the week ending October 12, 2022, in the amount of $6,895,292.07 be approved as presented.

For (11): Mayor Breen, 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 (11 to 0)

12. **TENDERS/RFPS**

12.1 **2022166 - Supply and Install Playground Equipment**

SJMC-R-2022-10-17/471

Moved By Councillor Hickman

Seconded By Councillor Ridgeley

That Council approve for award open call 2022160 – Supply and Install Playground Equipment to the lowest bidder meeting specification, Coastline Specialties Ltd., for $167,750.50 (HST included) as per the Public Procurement Act.

For (11): Mayor Breen, 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 (11 to 0)
12.2 **2022089 – Ornamental Lighting Equipment**

Deputy Mayor O'Leary added that she is very pleased to see this ornamental lighting for parts of the Downtown come to fruition as it will increase illumination in areas where installed.

Mayor Breen noted that there are several of these lights currently installed in the Baird's Cove area downtown and they make a great difference to the lighting of the area.

SJMC-R-2022-10-17/472

**Moved By** Councillor Burton  
**Seconded By** Councillor Ravencroft

That Council approve for award open call 2022089 – Ornamental Lighting Equipment to the lowest bidder meeting specification, McLoughlan Supplies Ltd, for $503,838.00 (HST Included) as per the Public Procurement Act.

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

**MOTION CARRIED (10 to 0)**

13. **NOTICES OF MOTION, RESOLUTIONS QUESTIONS AND PETITIONS**

14. **OTHER BUSINESS**

14.1 **SERC – George Street Mardi Gras**

SJMC-R-2022-10-17/473

**Moved By** Councillor Hanlon  
**Seconded By** Councillor Ravencroft

That Council approve the road closure, noise by-law extension, and extension of alcohol sales associated with the George Street Mardi Gras on Saturday October 29.

For (11): Mayor Breen, 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 (11 to 0)**
14.2 Ratification of CUPE Local 1289 Collective Agreement and Application of General Wage Increases to Management/Council

SJMC-R-2022-10-17/474
Moved By Councillor Ellsworth
Seconded By Councillor Froude

That Council ratify the Collective Agreement negotiated with CUPE Local 1289 and approve applying the general wage increases negotiated with CUPE Local 1289 to Management and Council. This will ensure that pay equity and an appropriate wage differential is maintained between Managers/Supervisors and their direct reports.

For (11): Mayor Breen, 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 (11 to 0)

15. ACTION ITEMS RAISED BY COUNCIL

Councillor Ridgeley advised Council that a meeting was held last week with the Province seeking support for residents, through emergency funding, for damages incurred to the City’s infrastructure and residential property from post tropical storm Earl. He noted that an update from that meeting will be communicated.

Councillor Ridgeley asked that City Staff look at ways to install storm retention systems retroactively in parts of the City that do not already have it, improving what is in the ground to slow water runoff during other major weather events.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 3:55 pm.
DECISION/DIRECTION NOTE

Title: Notices Published – 2648 Trans-Canada Highway - DEV2200124

Date Prepared: October 19, 2022

Report To: Regular Meeting of Council

Councillor and Role: Councillor Jamie Korab, Development

Ward: Ward 5

Decision/Direction Required:
That Council approve Bell Mobility’s application for a telecommunications tower located at 2678 Trans-Canada Highway.

Discussion – Background and Current Status: A referral has been received by the City of St. John’s from Bell Mobility Inc. requesting concurrence to construct a telecommunications tower located at 2678 Trans-Canada Highway.

In accordance with its obligations under the Radiocommunication Act and Innovation, Science and Economic Development Canada’s Radiocommunication and Broadcasting Antenna Systems CPC-2-0-03 (Issue 6), the City of St. John’s notified residents in the vicinity of 2678 Trans-Canada Highway of Bell Mobility’s intention to construct a telecommunications tower system consisting of:

- A 60m, self-support design tower with supporting antennas and radio equipment;
- A 2.032m x 2.438m equipment building located at the base of the tower; and
- A 3m high chain link fence will surround the tower and cabinet which will be secured with a locked gate.

The proposed application site is in the Mineral Working (MW) Zone.

No submissions were received.

Key Considerations/Implications:

1. Budget/Financial Implications: Not applicable.

2. Partners or Other Stakeholders: Property owner and neighboring 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.

Choose an item.


5. Accessibility and Inclusion: Not applicable.


7. Privacy Implications: Not applicable.

8. Engagement and Communications Considerations: Public advertisement in accordance with Section 4.8 Public Consultation of the St. John’s Envision Development Regulations. The City has sent written notices to property owners within a minimum 150-metre radius of the Application site. The Application has been advertised in The Telegram newspaper twice and was on the City’s website.

9. Human Resource Implications: Not applicable.

10. Procurement Implications: Not applicable.

11. Information Technology Implications: Not applicable.

12. Other Implications: Not applicable.

Recommendation:
That Council approve the application for a telecommunications tower located at 2678 Trans-Canada Highway.

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

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<td>Oct 19, 2022</td>
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This report and all of its attachments were approved and signed as outlined below:

**Lindsay Lyghtle Brushett - Oct 19, 2022 - 12:23 PM**

**Jason Sinyard - Oct 19, 2022 - 2:16 PM**
Title: Notices Published – 140 Campbell Avenue - DEV2200101

Date Prepared: October 19, 2022

Report To: Regular Meeting of Council

Councillor and Role: Councillor Jamie Korab, Development

Ward: Ward 2

Decision/Direction Required:
An application for a change and expansion of a Non-Conforming Use has been submitted by Vigilant Technical Sales Ltd. for 140 Campbell Avenue.

Discussion – Background and Current Status:
The proposed change of Non-Conforming Use is from Retail Use to Office Use. The office is a technical representative company and will contain 5 offices and storage. Hours of operation will be Monday to Friday, 8:00 a.m. to 5:00 p.m. Parking relief is requested. The business will expand in size from the main floor to also encompass the 2nd floor, with a total floor area of 208.2m². No extension to the building will occur. The proposed application site is in the Residential 2 (R2) Zone.

One submission in support of the application was received.

7 parking spaces are required: 6 for the Office Use and 1 for the residential Dwelling Unit located in the basement. It is estimated that 4 vehicles can park in the area adjacent to the building, which has been used previously for parking although it does not meet current design standards. The applicant is deficient by 3 parking spaces and is requesting parking relief based on the following reasons:

- The parking spaces provided for the business are for general office use and occasional training of staff for the products supplied to the electrical industry;
- There are employees that work from home and only come to the office to pick up supplies and other employee(s) live in the area and do not require parking;
- Based on floor area, the meeting room and storage will take up most of the first floor, with office space and office supply storage on the second floor;
- They visit their clientele in their own offices or via electronic communication media, so clients visiting their office is not required; and
- Impact to this space will be significantly lower than the previous retail business: there is no retail trade or walk in business.
There is no on-street parking for this section of Campbell Avenue. The Transportation Engineering Division advised they have no concerns with the proposed parking relief, however there were concerns with the parking lot layout. As this is an existing, non-conforming parking area and overall intensity of the site/business is not increasing, upgrades are not required at this time. Should expansion to the building or site be proposed, upgrades would then be required.

Where an applicant wishes to provide a different number of parking spaces than those required under Section 8.3 and in the opinion of Council the change requested does not merit a Parking Report, a staff report can be accepted. It is recommended that the staff memo be accepted in lieu of a Parking Report.

Key Considerations/Implications:

1. Budget/Financial Implications: Not applicable.
2. Partners or Other Stakeholders: Property owner and neighboring 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.
5. Accessibility and Inclusion: Not applicable.
6. Legal or Policy Implications: Envision St. John’s Development Regulations Section 7.5 “Non-Conforming”, Section 8.3 “Parking Standards”, Section 8.12 “Parking Report” and Section 10 “Residential 2 (R2) Zone”.
7. Privacy Implications: Not applicable.
8. Engagement and Communications Considerations: Public advertisement in accordance with Section 4.8 Public Consultation of the St. John’s Envision Development Regulations. The City has sent written notices to property owners within a minimum 150-metre radius of the application sites. Application 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.
9. Human Resource Implications: Not applicable.
10. Procurement Implications: Not applicable.

11. Information Technology Implications: Not applicable.

12. Other Implications: Not applicable.

**Recommendation:**
That Council approve the application for the change and expansion of a Non-Conforming Use at 140 Campbell Avenue to allow an Office Use and parking relief of 3 parking spaces.

**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

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

Lindsay Lyghtle Brushett - Oct 19, 2022 - 4:37 PM

Jason Sinyard - Oct 20, 2022 - 9:37 AM
Hello,

My name is [REDACTED] and I reside at [REDACTED]. I received a letter from the city regarding a change of non-conforming use and expansion application by Vigilant Technical Sales Ltd. For 140 Campbell Ave. My only comment is to say that I support the application.

Thank you.

Sent from Mail for Windows
BID APPROVAL NOTE

Bid # and Name: 2022170 - 2022 Sidewalk Infill Program
Date Prepared: Tuesday, October 18, 2022
Report To: Regular Meeting
Councillor and Role: Councillor Ian Froude, Planning
Ward: N/A

Department: Planning, Engineering and Regulatory Services
Division: Engineering
Quotes Obtained By: Sherri Higgins
Budget Code: ENG-2022-090
Source of Funding: Capital
Purpose:
Increasing accessibility for all residents through the construction of new sidewalks on existing roads where it is most needed.

Results: ☐ As attached ☒ As noted below

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weirs Construction Limited</td>
<td>$323,497.00</td>
</tr>
<tr>
<td>Pyramid Construction Limited</td>
<td>$418,459.70</td>
</tr>
<tr>
<td>Modern Paving Limited</td>
<td>$426,202.65</td>
</tr>
<tr>
<td>Black Diamond Construction Limited</td>
<td>$441,413.13</td>
</tr>
<tr>
<td>Dexter construction company Limited</td>
<td>$601,583.75</td>
</tr>
<tr>
<td>Talon Energy Services Inc</td>
<td>$746,764.77</td>
</tr>
</tbody>
</table>

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: Substantial completion is required by July 28, 2023

Bid Exception: None

Recommendation:
That Council approve for award this open call to the lowest bidder meeting specifications, Weirs Construction Limited, for $323,497.00 (HST Incl.) as per the Public Procurement Act. Please note this was previously approved by way of ePoll on October 18th, 2022.
Attachments:
## Report Approval Details

<table>
<thead>
<tr>
<th>Document Title:</th>
<th>2022170 - 2022 Sidewalk Infill Program.docx</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachments:</td>
<td></td>
</tr>
<tr>
<td>Final Approval Date:</td>
<td>Oct 20, 2022</td>
</tr>
</tbody>
</table>

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

**Rick Squires - Oct 20, 2022 - 9:33 AM**

**Derek Coffey - Oct 20, 2022 - 9:59 AM**
## Development Permits List
For October 13 to October 19, 2022

<table>
<thead>
<tr>
<th>Code</th>
<th>Applicant</th>
<th>Application</th>
<th>Location</th>
<th>Ward</th>
<th>Development Officer’s Decision</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>OT</td>
<td>Home Occupation</td>
<td>524 Thorburn Road</td>
<td>4</td>
<td></td>
<td>Rejection – as per Section 6.18(2) exceeds Floor Area</td>
<td>22-10-13</td>
</tr>
<tr>
<td>RES</td>
<td>Building Lot for Single Detached Dwelling</td>
<td>1294 Blackhead Road</td>
<td>5</td>
<td></td>
<td>Approved</td>
<td>22-10-17</td>
</tr>
<tr>
<td>OT</td>
<td>Pinnacle Engineering Servicing Upgrades</td>
<td>350 Torbay Road</td>
<td>1</td>
<td></td>
<td>Approved</td>
<td>22-10-17</td>
</tr>
<tr>
<td>RES</td>
<td>Demo/Rebuild for Single Detached Dwelling</td>
<td>8 Kensington Drive</td>
<td>1</td>
<td></td>
<td>Approved</td>
<td>22-10-18</td>
</tr>
</tbody>
</table>

* 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
Permits List
Council's October 24, 2022 Regular Meeting
Permits Issued: 2022/10/13 to 2022/10/19

### Building Permits Issued

#### Residential

<table>
<thead>
<tr>
<th>Location</th>
<th>Permit Type</th>
<th>Structure Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Leonard Pl</td>
<td>Renovations</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>11 Diana Rd</td>
<td>Renovations</td>
<td>Single Detached w/ apt.</td>
</tr>
<tr>
<td>11 Sir Wilfred Grenfell Pl</td>
<td>New Construction</td>
<td>Single Detached w/ apt.</td>
</tr>
<tr>
<td>110 Gisborne Pl</td>
<td>Renovations</td>
<td>Townhousing</td>
</tr>
<tr>
<td>12 Leonard Pl</td>
<td>Renovations</td>
<td>Mobile Home</td>
</tr>
<tr>
<td>11 Sir Wilfred Grenfell Pl</td>
<td>New Construction</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>158 Highland Dr</td>
<td>Renovations</td>
<td>Single Detached w/ apt.</td>
</tr>
<tr>
<td>20 Cape Pine St</td>
<td>Renovations</td>
<td>Single Detached w/ apt.</td>
</tr>
<tr>
<td>21 Banyan Pl</td>
<td>Renovations</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>21 Pleasantville Ave</td>
<td>Deck</td>
<td>Patio Deck</td>
</tr>
<tr>
<td>22 Durham Pl</td>
<td>Accessory Building</td>
<td>Accessory Building</td>
</tr>
<tr>
<td>24 Ridgemount St</td>
<td>Deck</td>
<td>Patio Deck</td>
</tr>
<tr>
<td>3 Larch Pl</td>
<td>Renovations</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>31 Gallipoli St</td>
<td>New Construction</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>32 Kieley Dr</td>
<td>New Construction</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>33a Shaw St</td>
<td>Deck</td>
<td>Patio Deck</td>
</tr>
<tr>
<td>33a Shaw St</td>
<td>Accessory Building</td>
<td>Accessory Building</td>
</tr>
<tr>
<td>376 Hamilton Ave Exten</td>
<td>Deck</td>
<td>Patio Deck</td>
</tr>
<tr>
<td>49 Feild St</td>
<td>Deck</td>
<td>Patio Deck</td>
</tr>
<tr>
<td>5 Bugler Pl</td>
<td>Renovations</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>50 Qidi Vidi Village Rd</td>
<td>Site Work</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>55 Great Southern Dr</td>
<td>New Construction</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>63 Harrington Dr</td>
<td>Renovations</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>7 Charter Crt</td>
<td>Deck</td>
<td>Patio Deck</td>
</tr>
<tr>
<td>72 Bonaventure Ave</td>
<td>Renovations</td>
<td>Single Detached Dwelling</td>
</tr>
<tr>
<td>88 Bond St</td>
<td>Renovations</td>
<td>Townhousing</td>
</tr>
</tbody>
</table>

#### Commercial

<table>
<thead>
<tr>
<th>Location</th>
<th>Permit Type</th>
<th>Structure Type</th>
</tr>
</thead>
</table>

This Week: $1,162,876.95
134 Water St  Renovations  Mixed Use
142 Military Rd  Renovations  Restaurant
48 Kenmount Rd  Change of Occupancy/Renovations  Retail Store
48 Kenmount Rd  Change of Occupancy/Renovations  Retail Store
84-86 Elizabeth Ave  Change of Occupancy/Renovations  Office
88 Water St  Renovations  Mixed Use

This Week: $227,510.00

**Government/Institutional**

<table>
<thead>
<tr>
<th>Location</th>
<th>Permit Type</th>
<th>Structure Type</th>
</tr>
</thead>
</table>

This Week: $0.00

**Industrial**

<table>
<thead>
<tr>
<th>Location</th>
<th>Permit Type</th>
<th>Structure Type</th>
</tr>
</thead>
</table>

This Week: $0.00

**Demolition**

<table>
<thead>
<tr>
<th>Location</th>
<th>Permit Type</th>
<th>Structure Type</th>
</tr>
</thead>
</table>

This Week: $0.00

This Week's Total: $1,390,386.95

REPAIR PERMITS ISSUED: $47,300.00

NO REJECTIONS

### YEAR TO DATE COMPARISONS

<table>
<thead>
<tr>
<th>TYPE</th>
<th>2021</th>
<th>2022</th>
<th>% Variance (+/-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$49,628,615.09</td>
<td>$65,517,448.60</td>
<td>32</td>
</tr>
<tr>
<td>Commercial</td>
<td>$114,110,970.04</td>
<td>$93,886,572.06</td>
<td>-18</td>
</tr>
<tr>
<td>Government/Institutional</td>
<td>$32,800,499.00</td>
<td>$1,980,468.00</td>
<td>-94</td>
</tr>
<tr>
<td>Industrial</td>
<td>$4,164,500.00</td>
<td>$351,000.00</td>
<td>-92</td>
</tr>
<tr>
<td>Repairs</td>
<td>$3,950,060.57</td>
<td>$1,503,415.92</td>
<td>-62</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$204,654,644.70</td>
<td>$163,238,904.58</td>
<td>-20</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>------</td>
</tr>
<tr>
<td>Housing Units (1 &amp; 2 Family Dwelling)</td>
<td>148</td>
<td>200</td>
<td></td>
</tr>
</tbody>
</table>

Respectfully Submitted,

_______________________________________
Jason Sinyard, P.Eng., MBA
Deputy City Manager
Planning, Engineering and Regulatory Services
Weekly Payment Vouchers
For The
Week Ending October 19, 2022

Payroll

Public Works $429,609.91
Bi-Weekly Casual $35,364.42
Accounts Payable $4,828,343.37

(A detailed breakdown available here)

Total: $5,293,317.70
Bid # and Name: Sidewalk Infrastructure Repairs
Date Prepared: Monday, October 17, 2022
Report To: Regular Meeting
Councillor and Role: Councillor Sandy Hickman, Public Works
Ward: N/A

Department: Public Works
Division: Administration
Quotes Obtained By: Jim Moore
Budget Code: 3221-52444/PWP-2022-046
Source of Funding: Operating
Purpose: To repair concrete trip hazards in various locations throughout the City.

Results: ☑ As noted below

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infinity Construction Ltd.</td>
<td>$124,005.00</td>
</tr>
<tr>
<td>Modern Paving Limited</td>
<td>$159,025.00</td>
</tr>
<tr>
<td>Pyramid Construction Limited</td>
<td>$176,575.00</td>
</tr>
</tbody>
</table>

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: Work must be completed by November 30th, 2022

Bid Exception: None

Recommendation: That Council approve for award this limited call to the lowest bidder meeting specifications, Infinity Construction Ltd., for $124,005.00 (HST not Incl.) as per the Public Procurement Act.

Attachments:
Report Approval Details

<table>
<thead>
<tr>
<th>Document Title:</th>
<th>Sidewalk Infrastructure Repairs.docx</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachments:</td>
<td></td>
</tr>
<tr>
<td>Final Approval Date:</td>
<td>Oct 18, 2022</td>
</tr>
</tbody>
</table>

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

Rick Squires - Oct 18, 2022 - 12:27 PM

Derek Coffey - Oct 18, 2022 - 1:24 PM
BID APPROVAL NOTE

Bid # and Name: 2022184 – Supply and Delivery of Curb Runners and Cutting Edges
Date Prepared: Tuesday, October 18, 2022
Report To: Regular Meeting
Councillor and Role: Councillor Ron Ellsworth, Finance & Administration
Ward: N/A

Department: Finance & Administration
Division: Supply Chain
Quotes Obtained By: Kim Barry
Budget Code: 0000-15101
Source of Funding: Operating

Purpose:
The purpose of this Open Call is to provide curb runners and cutting edges. These will be stocked at our Central Stores location.

Results:
☒ As attached ☐ As noted below

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Contract Duration:
From date of award to July 1, 2023 and the possibility of two (2) one (1) year extensions.

Bid Exception:
None

Recommendation:
That Council approve for award this Open Call to the lowest bidder meeting specifications per section, LSW Wear Parts Ltd for curb runners at $26,812.50 (HST excluded) per year, and S&S Supply Ltd for cutting edges at $24,460.60 (HST excluded) per year as per the Public Procurement Act.
Attachments:
Report Approval Details

<table>
<thead>
<tr>
<th>Document Title:</th>
<th>2022184 - Supply and Delivery of Curb Runners and Cutting Edges .docx</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachments:</td>
<td>- BidClosingSubmissionSummary - Council.pdf</td>
</tr>
<tr>
<td>Final Approval Date:</td>
<td>Oct 19, 2022</td>
</tr>
</tbody>
</table>

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

Rick Squires - Oct 19, 2022 - 8:51 AM

Derek Coffey - Oct 19, 2022 - 9:37 AM
## Submission Summary

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Unofficial Value or Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LSW Wear Parts Ltd</td>
<td>Curb Runners: $26,812.5000</td>
</tr>
<tr>
<td></td>
<td>Cutting Edges : $33,098.5000</td>
</tr>
<tr>
<td>S&amp;S SUPPLY LTD</td>
<td>Curb Runners: $30,269.0000</td>
</tr>
<tr>
<td></td>
<td>Cutting Edges : $24,460.6000</td>
</tr>
<tr>
<td>Creighton Rock Drill Ltd</td>
<td>Curb Runners: No Bid</td>
</tr>
<tr>
<td></td>
<td>Cutting Edges : Disqualified</td>
</tr>
</tbody>
</table>
Bid # and Name: Windsor Lake Treatment Plant - Replacement of Cell 2 and 3 Membrane Modules
Date Prepared: Tuesday, October 18, 2022
Report To: Regular Meeting
Councillor and Role: Councillor Sandy Hickman, Public Works
Ward: N/A

Department: Public Works
Division: Water & Wastewater
Quotes Obtained By: Sherry Kieley
Budget Code: 4122-56160
Source of Funding: Choose an item.
Purpose: Replacement of existing MEMCOR® S10N membrane modules for Secondary Cell #2 & #3 at the Windsor Lake Water Treatment Plant (WL WTP).

Results: ☐ As attached ☒ As noted below

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FILMTECH CORPORATION</td>
<td>$154,080.00 USD</td>
</tr>
</tbody>
</table>

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: N/A – One time purchase of goods

Bid Exception: Contract Award Without Open Call

Recommendation: That Council approve for award this contract without an open call for bids to the exclusive supplier, Filmtec Corporation, for $154,080.00 USD, as per the Public Procurement Act.

Attachments:
1. Contract Award Without an Open Call for Bids (Filmtec Corporation).pdf
2. Quote (Filmtec Corporation).pdf
3. Sole Brand (Filmtec Corporation).pdf
4. Dupont Water Solutions (Filmtec Corporation) – Proprietary Letter.doc
5. Escribe – Funding Made Available from Reserve Fund – Approved.pdf
Report Approval Details

<table>
<thead>
<tr>
<th>Document Title:</th>
<th>Windsor Lake Treatment Plant - Replacement of Cell 2 and 3 Membrane Modules.docx</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachments:</td>
<td>- Contract Award Without an Open Call for Bids (Filmtec Corporation).pdf</td>
</tr>
<tr>
<td></td>
<td>- Quote (Filmtec Corporation).pdf</td>
</tr>
<tr>
<td></td>
<td>- Sole Brand (Filmtec Corporation).pdf</td>
</tr>
<tr>
<td></td>
<td>- DuPont Water Solutions (Filmtec Corporation)- Proprietary Letter.doc</td>
</tr>
<tr>
<td></td>
<td>- Escribe - Funding Made Available from Reserve Fund - Approved.pdf</td>
</tr>
<tr>
<td>Final Approval Date:</td>
<td>Oct 18, 2022</td>
</tr>
</tbody>
</table>

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

Rick Squires - Oct 18, 2022 - 4:05 PM

Derek Coffey - Oct 18, 2022 - 4:30 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): USD

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.
## Filmtec Corporation

**Address:**
5400 DEWEY HILL RD
EDINA MN 55439-2085
UNITED STATES

---

### Quotation Details

<table>
<thead>
<tr>
<th>Item #</th>
<th>Goods Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>MODULE, SPARE S10N PVDF</td>
<td>160 EA</td>
<td>USD / EA</td>
<td>136,000.00</td>
</tr>
</tbody>
</table>

**Energy Surcharge $**
4,080.00 USD

**Freight Surcharge**
14,000.00 USD

---

**Confirm Date:**
09/22/2022

**Quantity:**
160 EA

**Gross Weight:**
1,371.680 KG / 3,024.039 LB

**Net Weight:**
1,306.400 KG / 2,880.121 LB

**No. of Pkgs:**
160

**Customs tariff num - Export:**
8421.99.0140

---

**Terms of Delivery and Payment**

- **FOB Australia**
- **NET 30 DAYS FROM INVOICE DATE**

**Unloading Point**

- **Shipping Marks**

**Remit to**

- **WIRE/ACH:**
  - Acct: 40512844 ABA
  - Domestic Wire Only: 021000089
  - Swift Code International Wires: CITIUS33

- **CHECK PAYMENTS:**
  - 4118 Collection Center Drive
  - Chicago, IL  60693-0077

---

**Customer Information**

- **Ship-to / Consignee:**
  - 11006071
  - CITY OF ST JOHN'S
  - WINDSOR LAKE WATER TREATMENT
  - 435 AIRPORT HEIGHTS DR
  - ST. JOHN'S NL A1A 4X9
  - CANADA

- **Sold-to:**
  - 11005115
  - CITY OF ST JOHN'S
  - PO Box 908
  - ST JOHN'S NL A1C 5M2
  - CANADA

---

**Transport Information**

- **Country Shipped From:**
  - United States

- **Country of Destination:**
  - Canada

---

**Note:**

- **This quotation is valid through the above expiration date.**

---

**Important Note:**

- **NOT REGULATED (NOT DANGEROUS FOR TRANSPORT)**
<table>
<thead>
<tr>
<th>Item #</th>
<th>Goods Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>160 S10N Memcor membranes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

0.00 % No US sales or use tax applies to exports.

Subtotal: $154,080.00 USD

Total: $154,080.00 USD

INFORMATION:
160 S10N Memcor membranes

CUSTOMER CONTACT:
Rick Price
rprice@stjohns.ca
709-576-5695
STANDARD CONDITIONS OF SALE

1. Seller warrants that any products or services provided hereunder meet Seller’s standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of the use of any information provided, (ii) the use of any product or service in combination with other products, services or information delivered hereunder in combination, (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. With respect to any products, services, or information provided to Buyer, Seller makes NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.

2. In the event Seller’s AGREEMENT TO SALE FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS OR VIOLATION OF STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER, FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER’S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO PERMIT THE LIMITATION OR EXCLUSION OF SUCH CONSEQUENTIAL OR INCIDENTAL DAMAGES TO THE EXTENT AUTHORIZED OR REQUIRED UNDER APPLICABLE LAW.

3. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. Buyer may sell, assign, or subcontract any or all of its rights or obligations under this Agreement, or any separate agreement, to any third party, only with the prior written consent of Seller. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.

4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this Agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer’s application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer’s business. Buyer acknowledges that it has received and is familiar with Seller’s labeling and literature concerning the products and their properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use product or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.

6. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to any trademark or trade name, or to any product design.

7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to any trademark or trade name, or to any product design.

8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excise or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, or services, information sold hereunder.

9. If in the event Buyer fails to fulfill Seller’s terms of payment, or in case Seller shall have any doubt as to Buyer’s financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

10. Any action or proceeding must be brought within two years of the date last furnished service, or the date any specified obligation or liability is alleged to have been incurred, whichever is later, and no action or proceeding may be brought unless it is commenced within such two years, unless otherwise agreed in writing by Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, information or related data, (d) the nonperformance, or the delay in performance of any service, or (e) any issue relating to the performance of any service. This Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable, the scope and validity of this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement concerning the conduct of the arbitration is found to be illegal or unenforceable and the parties agree to permit a class arbitration or consolidation or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.

11. The Agreement will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be an employee or affiliate of either party, all of whom shall be licensed attorneys in the State of California, or any of the United States, and all of whom shall be identified by either party, all of whom shall be identified by either party and shall be mutually selected by the parties. The arbitrator(s) shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.

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13. In the event Buyer fails to fulfill Seller’s terms of payment, or in case Seller shall have any doubt as to Buyer’s financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.

14. Buyer agrees that in no other forum, regardless of any applicable law or equity, and no other forum, regardless of any applicable law or equity, may Buyer contest, challenge or seek to restrain any obligation or claim arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, information or related data, (d) the nonperformance, or the delay in performance of any service, or (e) any issue relating to the performance of any service. This Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement concerning the conduct of the arbitration is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. If such agreement concerning the conduct of the arbitration is found to be illegal or unenforceable and the parties agree to permit a class arbitration or consolidation or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
The Windsor Lake Water Treatment Plant was designed to incorporate a microfiltration system with continuous submerged membrane modules operating under low pressure. The current filtration system includes 6 primary cells and 3 secondary cells with membrane modules in an open housing system. This filtration system was designed and tested to operate with Memcor® certified equipment only having specific dimensions and performance specifications. Membrane filtration system have complex and unique operating procedures which require extensive training and understanding on behalf of the water treatment operators responsible for their continuous operation. Therefore, sole branding is required not only to match the pre-existing systems for which the process was designed around but also to minimize the risk of not being able to operate the process.

The sole brand/product is required to match other similar products already in place. Explain below why and why they are required. Explain below what single product/copyrighted, secret processes, or control of certain materials or components provide

Only the "brand name" item specified will be accepted because:

Name of manufacturer of brand name product: FilTec Corporation

Identification of product consists of solids in the water treatment process.

Description of products used for microfiltration to separate:

Brand name of product: Memcor® CS Submerged Membrane Systems

Request: Shawn Have

Department/Division name: Public Works - Water & Wastewater
October 18, 2022

Mr. Shawn Haye  
Manager, Water Treatment  
City of St. John’s  
shaye@stjohns.ca  
Re: Windsor Lake WTP

Mr. Haye

This letter is to advise that DuPont Water Solutions Memcor products is the exclusive supplier for all proprietary parts and service related to the Memcor products for the Windsor Lake WTO. In addition, DuPont Water Solutions is the only trained and certified organization to perform service and installations of DuPont Water Solutions (Memcor) equipment.

Please note: FilmTec is a division of Dupont, the quote and invoice will be from Dupont/FilmTec and the PO should be issued directly to FilmTec.

Should you have any questions regarding this statement, please feel free to contact us.

Best regards,

Thank you, Joe

Gene Cerilli  
Memcor Sales Rep - Eastern Region  
Mobile: +1 (724) 640-5933

MEMCOR® Membrane Technology  
DuPont Water Solutions
This is an automated message from eSCRIBE.

Agenda Item: Windsor Lake Water Treatment Plant Equipment Reserve Fund Replacement of Secondary Cell 2 and 3 Membrane Modules

Resolution(s):
SJMC-R-2022-10-17/465

Resolution: That Council make funding available through the Windsor Lake Equipment Reserve Fund to support the purchase of membrane filter modules for Secondary Cell #2 and #3 at the Windsor Lake Water Treatment Plant.

Moved By: Councillor Hickman
Seconded By: Councillor Ellsworth

Result: MOTION CARRIED

Task(s):
Bid # and Name: 2022189 - Snow Clearing & Ice Control Private Lanes
Date Prepared: Thursday, October 20, 2022
Report To: Regular Meeting
Councillor and Role: Councillor Sandy Hickman, Public Works
Ward: N/A

Department: Public Works
Division: Administration
Quotes Obtained By: Sherri Higgins
Budget Code: 3231-52951
Source of Funding: Operating

Purpose: Snow clearing & ice control for the Private Lanes located throughout the city.

Results: ☐ As attached ☒ As noted below

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pyramid Construction Limited</td>
<td>Section 1: No Bid</td>
</tr>
<tr>
<td></td>
<td>Section 2: $48,300.00</td>
</tr>
<tr>
<td>Alltask Excavating Inc.</td>
<td>Section 1: $49,680.00</td>
</tr>
<tr>
<td></td>
<td>Section 2: $19,320.00</td>
</tr>
<tr>
<td>84748 Newfoundland &amp; Labrador Inc</td>
<td>Section 1: Disqualified</td>
</tr>
<tr>
<td></td>
<td>Section 2: $48,645.00</td>
</tr>
<tr>
<td>Gladney’s Bus Ltd</td>
<td>Section 1: $67,896.00</td>
</tr>
<tr>
<td></td>
<td>Section 2: $22,632.00</td>
</tr>
<tr>
<td>Clarke’s Trucking and Excavating Limited</td>
<td>Section 1: $78,349.50</td>
</tr>
<tr>
<td></td>
<td>Section 2: $30,594.60</td>
</tr>
<tr>
<td>JAT excavating Inc</td>
<td>Section 1: $224,250.00</td>
</tr>
<tr>
<td></td>
<td>Section 2: $44,850.00</td>
</tr>
</tbody>
</table>

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 with two (2) possible one (1) year extensions.

Bid Exception: None

Recommendation:
That Council approve for award this open call that was evaluated on a section-by-section basis to the lowest bidder meeting specifications for both sections, Alltask Excavating Inc., for $49,680.00 a year (HST included) for Section 1 and $19,320.00 a year (HST Included) for Section 2 as per the Public Procurement Act.

**Attachments:**
Report Approval Details

<table>
<thead>
<tr>
<th>Document Title:</th>
<th>2022189 - Snow Clearing and Ice Control Private Lanes.docx</th>
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<tr>
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<td>Final Approval Date:</td>
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</tr>
</tbody>
</table>

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

Rick Squires - Oct 20, 2022 - 10:03 AM

Derek Coffey - Oct 20, 2022 - 10:06 AM
DECISION/DIRECTION NOTE

Title: SERC – SurrealEstate Road Closure 2

Date Prepared: October 19, 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 of road closures and a noise by-law extension associated with the filming of the television series SurrealEstate.

Discussion – Background and Current Status: SurrealEstate production is requesting a noise by-law extension for filming until 3:00am on October 27 and 28, in the area of Trainor Place. None of the scenes scheduled to be filmed past 11:00pm call for: explosions, car chases, or dialogue above the threshold of normal conversation. The residents of the area will be notified in writing.

They are also requesting the following road closures. A traffic control company has been secured for the road closures. Local traffic and emergency vehicles will be granted access.

October 27, 10:00am – 5:00pm, St. Joseph’s Lane
October 27, 6:00pm – 12:00am, Forest Road between Factory Lane and Empire Avenue.

November 1, 12:30pm – 12:30am, Circular Road between Rennies Mill Road and Carpasian Road.
Key Considerations/Implications:

1. Budget/Financial Implications: N/A
2. Partners or Other Stakeholders: N/A
3. Alignment with Strategic Directions:
   N/A
4. Alignment with Adopted Plans: N/A
5. Accessibility and Inclusion: N/A
6. Legal or Policy Implications: N/A
7. Privacy Implications: N/A
8. Engagement and Communications Considerations: N/A
9. Human Resource Implications: N/A
10. Procurement Implications: N/A
11. Information Technology Implications: N/A
12. Other Implications: N/A

Recommendation:
That Council approve the requested road closures and noise by-law extension associated with the filming of the television series SurrealEstate.

Prepared by: Christa Norman, Special Projects Coordinator
Approved by: Erin Skinner, Supervisor – Tourism and Events
Report Approval Details

<table>
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</tbody>
</table>

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

**Erin Skinner - Oct 19, 2022 - 2:45 PM**

**Tanya Haywood - Oct 19, 2022 - 2:46 PM**
DECISION/DIRECTION NOTE

Title: Insurance Policy Renewal

Date Prepared: October 20, 2022

Report To: Regular Meeting of Council

Councillor and Role: Councillor Ron Ellsworth

Ward: N/A

Decision/Direction Required:

Approval of Insurance Policy and premiums as negotiated by AON, the City’s insurance broker for November 1, 2022 to November 1, 2023.

Discussion – Background and Current Status:

The City’s insurance policies will expire at the end of October. The City has a contract with AON our insurance broker for a three year period that commenced on November 1, 2020. This was secured through an RFP process in 2020. The City pays the broker $125,000.00 flat fee per year of the contract in exchange for their services in Insurance Brokerage, Risk Management and other related services. The City’s Insurance Broker has gone to the market to solicit bids from insurance companies interested in providing coverage to the City.

The City’s current policies include coverage for the St. John’s Regional Fire Department, St. John’s Transportation Commission and St. John’s Sports & Entertainment Ltd. The policies provide insurance for multiple coverages including commercial general liability, fleet, property, environment, crime, and vehicle accidents.

General rate increases coupled with global changes in the insurance market and a 7% CPI increase (applied annually upon renewal to all City property/equipment values), has resulted in an increase in premiums for the current renewal proposal. Additionally, it has become increasingly difficult to obtain commercial general liability and property coverage as well as coverage to cover vehicle fleets and their operations.

Given the City’s risk exposure, it is not recommended that consideration be given to reducing the City’s coverages. This option was explored by the City’s Insurance Broker for the current renewal proposal, however, it does not result in any significant premium reduction. Any reduction in coverage has the potential to increase our risk exposure in the case of a significant event.
In an effort to combat some of the aforementioned issues above, the current renewal proposal will see the City contract with a group of insurance companies for its property coverage. By contracting with a group of insurers, the risk to each individual company is reduced.

Last year's total premium was $2,199,898.00. The proposed premium this year is $2,328,517.00.

**Key Considerations/Implications:**

1. **Budget/Financial Implications:** The City to pay $2,453,517.00 (premium and broker’s fee) to renew the City’s Insurance Policy for November 1, 2022 – November 1, 2023.

2. **Partners or Other Stakeholders:** AON, Aviva, Intact/Liberty, Markel, Lloyd’s, SSQ, Linx Underwriting, Residents of the City, General Public

3. **Alignment with Strategic Directions/Adopted Plans:** Fiscally Responsible, An Effective City

4. **Legal or Policy Implications:** Provides appropriate insurance coverage for City assets and operations including SJSEL and Metrobus.

5. **Privacy Implications:** N/A

6. **Engagement and Communications Considerations:** N/A

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 renewal of the Insurance Policy and payment of premiums and broker fee for 2022-2023 as negotiated by AON, the City’s insurance broker.

**Prepared by: Justin Crickard**
**Approved by: Cheryl Mullett**