



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **Monday, December 10, 2018 at 7:00 PM. Council Chambers, City Hall.**

---

CITY CLERK

---

Page

**1 CALL MEETING TO ORDER**

**2 APPROVALS**

2.1 Approval of Agenda

3 - 5 2.2 Approval of Minutes - Regular Council Meeting November 19, 2018

7 - 9 2.3 Confirmation of Minutes - Council in Committee

**3 BUSINESS ARISING FROM MINUTES**

3.1 Business Arising From Minutes

**4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/**

11 - 13 4.1 Proclamations

15 4.2 Christmas Residential Waste Collection

17 4.3 Adopt - a - Hydrant Contest

**5 TENDERS**

19 5.1 Traffic Signals & Decorative Lights Contract No.2018-39

21 - 33 5.2 Hired Equipment Services - Contract # 2018-45

**6 LAND MANAGEMENT**

35 - 59 6.1 14 Cooper's Road

61 - 85 6.2 25 Macpherson Avenue

**7 PLANNING AND DEVELOPMENT**

87 - 90 7.1 46 Caribou Road - Home Based Business

91 - 94 7.2 22 Glenwood Avenue - Home Based Child Care

**8 REGULATION/POLICY**

95 - 99 8.1 Façade Appeal Comprehensives Enhancement (FACE)

**9 Budget 2019**

9.1 Budget 2019

**10 ADJOURNMENT**

**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 19 NOVEMBER, 2018 AT 7:00 PM**

**PRESENT:**

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

**CALL MEETING TO ORDER**

The meeting was called to order at 7:00 p.m.

Mayor Parsons presented Councillors Carey and Staeben with Municipal Long Service Awards for their service to municipal government.

**18-278      Approval of Agenda**

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the agenda for the Regular Meeting of Council, November 19, 2018, as circulated. **MOTION CARRIED.**

**18-279      Approval of Minutes - Regular Council Meeting, November 5, 2018**

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of November 5, 2018, as presented. **MOTION CARRIED.**

**18-280      Business Arising from Minutes**

No items were brought forward.

**18-281      Storm Damage Repairs Contract No. 2018-44**

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to accept staff's recommendation to accept the tender submitted by Marine Contractors Inc. for contract #2018-44 at a cost of 208,756.63 (HST included). **MOTION CARRIED.**

**18-282      Winter Parking Ban**

Councillor L. Chaisson reminded residents that the Winter Parking Ban will be enforced from the period December 1, 2018 to May 1, 2018.

**18-283      Protective Services**

Deputy Mayor B. Griffin presented the monthly statistics report from the Protective Services Division for October 2018, for information.

**18-284      Snow Clearing**

Councillor L. Chaisson presented an update on winter operations from the Public Works, Water and Wastewater Division. Residents were asked to cooperate in abiding by all regulations and help keeping hydrants and sidewalks clear.

**18-285      Main Street Bridge Update**

The Director of Community Engineering Development and Planning provided an update on the status of the Main Street Bridget project. He commented the bridge is expected to be open by the end of the month to traffic however further work will be required to complete the bridge in the spring of 2019.

**18-286      Tax Sale**

Councillor J. Carey presented a report on city's properties that are significantly in arrears on property tax and will auctioned off in a tax sale in order for city to collect outstanding taxes. The Tax Sale is scheduled for 21 November 2018.

**18-287      Municipal Assessment Commissioner**

On motion by Councillor B. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to appoint Mr. Dennis Waterman as the Assessment Review Commissioner for 2019. **MOTION CARRIED.**

**18-288      Council Remuneration**

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to repeal the existing City of Corner Brook Council Remuneration and Reimbursement Regulations and any related amendments in their entirety effective December 31, 2018. **MOTION CARRIED.** Be it **FURTHER RESOLVED**, to approve the City of Corner Brook Council Remuneration and Reimbursement Regulations 2018 effective January 1, 2019. (Councillors Granter and Chaisson voted against the motion). **MOTION CARRIED.**

**ADJOURNMENT**

The meeting adjourned at 8:15 p.m.

---

 City Clerk

---

 Mayor

December 6, 2018

To: Dale Park, Acting City Manager  
From: Marina Redmond, City Clerk  
Cc: Mayor and Councillors  
Re: **Regular Council Meeting Minutes, February 26, 2018 – Correction**

---

During an internal audit of the Council meeting minutes for 2018, it was discovered that there was an error in the recording of the Minutes for the Regular Meeting of Council, February 26, 2018 as follows:

Item no. 2.1 – Approval of Agenda

Error: This item was inadvertently omitted from the minutes

To correct this error, I am recommending that Council hereby approve the following motion:

it is **RESOLVED** that Council approve a housekeeping error from the Regular Meeting of Council, February 26, 2018 by adding Minute Item No. 18-046-A – to approve the agenda for the Regular meeting of Council, February 26, 2018, as circulated.

Once approved by Council, the motion will be inserted with the February 26<sup>th</sup>, 2018 Regular Council Minutes which were approved on March 12, 2018.

Thank you for your consideration.

Regards,



Marina Redmond  
City Clerk



## REQUEST FOR DECISION

### City Clerk's Office

**SUBJECT:** Ratification of Decisions

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

**PROPOSED MOTION:**

**February 26, 2018 – Regular Council Meeting Minutes – Correction**

It is **RESOLVED** to ratify minute 18-046-A – Approval of Agenda

On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is **RESOLVED** that Council approve a correction in the minutes of the Regular Meeting of Council, February 26, 2018 by adding Minute Item No. 18-046-A – Approval of Agenda as circulated).

*Note: This is a correction to the minutes of the Regular Meeting of Council, February 26, 2018 – Approval of Agenda as circulated (see attachment). This resolution to approve the agenda was inadvertently omitted from the minutes.*

**May 14, 2018 – Council in Committee Meeting**

It is **RESOLVED** to ratify minute CC18-012 – Approval of Agenda

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to waive the twenty-four hour time limit and hold a Special Council in Committee Meeting to consider the following matter:

1. Depot Ventilation – Prime Consultant Agreement
2. Oil Storage – Prime Consultant Agreement.

**July 16, 2018 – Council in Committee Meeting**

It is **RESOLVED** to ratify minute CC18-037 – TCII Contribution Agreement #30-09496-024 – Strategic Tourism for Areas and Regions (STAR)

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to approve execution of the agreement for project #30-09496-024, Corner Brook Regional Tourism Development Strategy, between the City of Corner Brook and the Department of Tourism, Culture, Industry, and Innovation.

**September 10, 2018 – Council in Committee Meeting**

It is **RESOLVED** to ratify minute CC18-44 – Approval of Agenda

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to waive the twenty-four hour time limit and approve the agenda for the Special Council in Committee meeting to consider the following matter:

1. Fire Truck Tender.

**November 8, 2018 – Council in Committee Meeting**

Last update: 2015-10-08

It is **RESOLVED** to ratify minute CC18-51 – Approval of Agenda

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to approve the agenda for the Council in Committee meeting, November 8, 2018, as presented.

It is **RESOLVED** to ratify minute CC18-052 – Tax Sale Purchase

On motion by Councillor J. Carey, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** that Council approve staff to submit bids on properties at the 2018 Tax Sale as outlined below:

- |  |  |
|--|--|
| 1. Parcel ID 044-363 – Country Road        | 7. Parcel ID 043-032 – 6 Bond Street         |
| a. City Bid \$1000                         | a. City Bid \$3000                           |
| 2. Parcel ID 044-420 – Crocker Place       | 8. Parcel ID 049-603 – St. Mary’s Road       |
| a. City Bid \$3000                         | a. City Bid \$3500                           |
| 3. Parcel ID 046-662 – 23 Humber Road      | 9. Parcel ID 207-291 – O’Connell Drive       |
| a. City Bid \$100                          | a. City Bid \$2500                           |
| 4. Parcel ID 045-643 – 710 Gearyville Road | 10. Parcel ID 046-756 – 201 Humber Road      |
| a. City Bid \$8500                         | a. City Bid \$6000                           |
| 5. Parcel ID 049-606 – 10 Star Street      | 11. Parcel ID 049-542 – 38 St. Aiden’s Road  |
| a. City Bid \$100                          | a. City Bid \$1000                           |
| 6. Parcel ID 043-377 – 45 Burkes Road      | 12. Parcel ID 043-377 – 41 Washington Street |
| a. City Bid \$9000                         | a. City Bid \$10,000 a. City Bid \$10,000    |

**MOTION CARRIED.**

### **November 19, 2018 – Council in Committee Meeting**

It is **RESOLVED** to ratify minute CC18-055 – Downtown Business Association – Invoice Payment

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to authorize the City to pay for up to \$10,000 in expenses on behalf of the Corner Brook Downtown Business Association Inc.

**MOTION CARRIED.**

### **December 3, 2018 – Council in Committee Meeting**

It is **RESOLVED** to ratify minute CC18-056 – Approval of Agenda

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the agenda for the Council in Committee meeting, as presented. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC18-058 – Capital Project Submission

On motion by Councillor T. Buckle, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the Capital Projects submission to the Canada Newfoundland Infrastructure Agreement which includes Public Transit Fund, Green Infrastructure Fund, Community, Culture and Recreation Infrastructure Fund, and Rural and Northern Communities Fund, for submission to the Department of Municipal Affairs and Environment for consideration. **MOTION CARRIED.**



Submitted by: City Clerk's Office

Date: December 10, 2018



**16 Days of Activism Against Gender-Based Violence Proclamation  
Purple Ribbon Campaign 2018**

---

**BE IT KNOWN** that the City of Corner Brook in the province of Newfoundland and Labrador hereby issues the following commendation:

**WHEREAS**, the Provincial Purple Ribbon Campaign runs annually from November 25 (International Day for the Elimination of Violence Against Women) through December 6 (National Day of Remembrance and Action on Violence Against Women), ending December 10 (Human Rights Day), encompassing the 16 Days of Activism Against Gender-Based Violence; and,

**WHEREAS**, the 16 Days of Activism Against Gender-Based Violence is an international campaign designed to develop strategies to increase international awareness of the systemic nature of violence against women; and,

**WHEREAS**, violence against women is violence against sisters, daughters, mothers, grandmothers, granddaughters, girlfriends, wives and partners; and,

**WHEREAS**, violence against women devastates those who love and support women as well as relationships, families, communities, neighbourhoods, workplaces, schools, villages, cities, towns, and the world over; and,

**WHEREAS**, the Provincial Purple Ribbon Campaign provides an opportunity for individuals, community organizations and governments to work together in solidarity and draw upon this period of heightened attention to gain support for their local efforts to eliminate violence against women; and,

**WHEREAS**, Violence Prevention West, Corner Brook Status of Women Council and community partners stand in solidarity with organizations worldwide who desire change for a better, more equal and more just world for women and girls; and,

**WHEREAS**, it is only through raising awareness and changing attitudes that violence against women can be stopped and prevented;

**THEREFORE BE IT RESOLVED THAT** the City of Corner Brook does hereby proclaim November 25 to December 10 as the 16 Days of Activism Against Gender-Based Violence to prevent violence against women and girls in Newfoundland and Labrador.

  
Jim Parsons, Mayor  
City of Corner Brook

*Nov. 26, 2018*

Date





**International Day of Persons with Disabilities  
December 3, 2018**

**WHEREAS**, the United Nations has proclaimed December 3 as International Day of Persons with Disabilities and the theme for 2018 is "Empowering persons with disabilities and ensuring inclusiveness and equality."

**WHEREAS**, Independent Living represents inclusion, consumer decision making, the right to have and make choices and the right to take risks,

**WHEREAS**, all people have the right to live in conditions of dignity, respect and peace,

**WHEREAS**, the City of Corner Brook, in collaboration with organizations of people with disabilities, continue to demonstrate its commitment to ensuring that people with disabilities can exercise their civic, political, social and cultural rights,

**WHEREAS**, the Independent Living movement and the work of Empower, The Disability Resource Centre adds tremendous value to our community,

**NOW, THEREFORE**, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim December 3, 2018, as International Day of Persons with Disabilities in Corner Brook, Newfoundland Labrador.

  
Mayor of City of Corner Brook, NL

Dec. 3, 2018  
Date





## City of Corner Brook

---

# MEMO

**To:** MAYOR AND COUNCIL

**From:** MANAGER OF COMMUNITY SERVICES

**Subject:** CHRISTMAS RESIDENTIAL WASTE COLLECTION

**Date:** DECEMBER 10, 2018

---

The City of Corner Brook will again provide residential waste collection bins from December 24<sup>th</sup> to January 6<sup>th</sup> at the Civic Centre to assist residents with Christmas waste.

A total of four 35 cubic yard waste bins will be placed in the Civic Centre parking lot between December 24<sup>th</sup> and January 6<sup>th</sup>. ***Under no circumstances is waste permitted to be placed outside of the bins or in any other location at the Civic Centre parking lot. These bins will be monitored for compliance.*** The bins will be regularly serviced during this period by our waste collection contractor.

If residents have any questions or require clarification regarding this Christmas cleanup initiative, they may contact the Manager of Community Services at 637-1552 or [ageorge@cornerbrook.com](mailto:ageorge@cornerbrook.com).

Thank you,

Annette George, P.Eng







**To:** City Council  
**CC:**  
**From:** Todd Flynn, Director of Protective Services  
**Subject:** **Adopt-a-Hydrant**  
**Date:** December 10, 2018

## MEMORANDUM

---

The City of Corner Brook will be running an “Adopt-a-Hydrant” contest that will run from December 10<sup>th</sup> through to March 31<sup>st</sup>, 2019.

Residents can become involved to ensure a safer neighbourhood by keeping fire hydrants clear of snow and readily accessible to the Fire Dept. in case of a Fire emergency.

Residents, businesses, families, community organizations can register to be assigned one or more of the City’s 729 fire hydrants. There will be weekly draws for \$50.00 gift cards and a grand prize TORO Heavy-Duty snow blower, partly sponsored by “Rugged Edge”, valued at \$2500.00, which will be drawn for at the end of the contest!

The actual clearing of the hydrants will be monitored and randomly inspected by the Corner Brook Fire Dept. and City snow clearing staff.

More information and registration can be found at the City’s website:

[www.cornerbrook.com/adoptahydrant/](http://www.cornerbrook.com/adoptahydrant/)

Todd Flynn  
Director



# REQUEST FOR DECISION

[DIRECTOR OF COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING]

**SUBJECT:** Traffic Signals & Decorative Lights Service/Maintenance 2018-39

**DESCRIPTION:** The Tender for the Traffic Signals & Decorative Lights Service/Maintenance Contract 2018-39 closed on November 30, 2018 at 12 noon, with one (1) bid received for a 3-year Contract:

ECO Contracting Ltd. \$19,837.50 (HST Included)

Staff have reviewed the bids and found them to be in order, and recommend awarding this Contract to ECO Contracting Ltd.

**PROPOSED MOTION:** Be it **RESOLVED** to Award the Contract for the Traffic Signals & Decorative Lights Service/Maintenance Contract No. 2018-39 to ECO Contracting Ltd. at the Tender price of \$19,837.50 (HST included) per year for a 3-year Contract.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** It is staff's recommendation to Award the Contract for the Traffic Signals & Decorative Lights Service/Maintenance Contract No. 2018-39 to ECO Contracting Ltd. at the Tender price of \$19,837.50 (HST included) per year for a 3-year Contract.

**Legislative Authority:**

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

**Estimated Cost:** \$ 19,837.50 (HST Included)

**Budget Line Item:**

**Communication Strategy:** Contractor to be advised and website updated.

**STANDING COMMITTEE COMMENTS:**

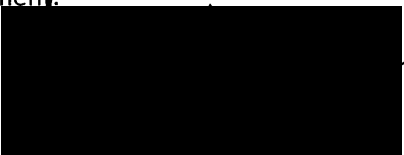
Implication:

**BACKGROUND:**

Report/Document:

Submitted by:

Reviewed by:



Date: Nov. 20 / 2018

Date: 2018/11/20



# REQUEST FOR DECISION

## *Public Works, Water & Wastewater*

**SUBJECT:** Standing Offer – Hired Equipment Services, Contract # 2018-45

**DESCRIPTION:** Quotations were recently invited by the City of Corner Brook for the supply of equipment with operator, on demand, for the period of December 22<sup>nd</sup>, 2018 to May 21<sup>st</sup>, 2019. Hourly rates were requested (with various attachments) for loaders & rubber tire backhoes with various equipment, tandem trucks, excavators, mini excavators, tractors/dozers, graders, skid steer sidewalk sweeper or snowblower and boom trucks. The tender closed on November 15, 2018 and all compliant quotations are indicated in the attached document.

**STAFF RECOMMENDATION:** It is the recommendation of staff to accept the quotations for Hired Equipment Services as stated in the attached document the period of December 22<sup>nd</sup>, 2018 to May 21<sup>st</sup>, 2019 on a standing offer basis.

**PROPOSED MOTION:** Be it resolved that Corner Brook City Council accept staff’s recommendation to accept the quotations for Hired Equipment Services as stated in the attached document for the period of December 22<sup>nd</sup>, 2018 to May 21<sup>st</sup>, 2019 on a standing offer basis.

**IMPLICATIONS OF RECOMMENDATION:**

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: **On an “as needed” basis.**

Budget Line Item: **Various**

Communication Strategy:

Website:

**STANDING COMMITTEE COMMENTS:**

Implication:

**BACKGROUND:**

Report/Document:

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

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

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

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

Last update: 2015-03-13

\\ccbpw\dmarshall\$\Hired Equipment - 2018\December 22, 2018 to May 21, 2019



**Hired Equipment  
December 22, 2018 - May 21, 2019**

<b>Loader with Blade</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Rico Construction	2008 IT14 CAT		\$70.00
Humber Arm Contracting Inc.	2004 444J John Deere		\$70.10
Sharon Wheeler	2015 914K CAT		\$72.00
Ambstemel Trucking Ltd.	2003 924G CAT		\$74.23
Make Enterprises Ltd.	2008 930H CAT		\$74.90
Humber Arm Contracting Inc.	2007 924G CAT		\$76.90
Humber Arm Contracting Inc.	2011 544 John Deere		\$76.90
Humber Arm Contracting Inc.	2012 624 John Deere		\$76.90
Humber Arm Contracting Inc.	2015 644 John Deere		\$76.90
Targett Trucking Ltd.	1976 Caterpillar 920		\$85.00
Targett Trucking Ltd.	1997 John Deere TC 54H		\$90.00
Gardner Equipment Rentals	2008 IT14G CAT		\$95.00
Targett Trucking Ltd.	2009 Cheng Gong 938		\$95.00
Gardner Equipment Rentals	2008 924H CAT		\$105.00
West Coast Sand & Gravel Ltd.	2006 624J John Deere		\$120.00
West Coast Sand & Gravel Ltd.	2006 724J John Deere		\$120.00
West Coast Sand & Gravel Ltd.	2005 WA320 Komatsu		\$120.00
West Coast Sand & Gravel Ltd.	2009 702V Kawasaki		\$120.00
West Coast Sand & Gravel Ltd.	2015 624K John Deere		\$120.00
Ron Flynn Transport Ltd.	2014 924IT CAT		\$120.00
Marine Contractors Inc.	2011 938H CAT		\$120.00
Gardner Equipment Rentals	2012 928HZ CAT		\$125.00
Way's Haulage & Excavation Ltd.	1998 IT28G CAT		\$150.00
Johnson Construction Ltd.	2014 544 John Deere		\$150.00
Johnson Construction Ltd.	2014 544 John Deere		\$150.00
Johnson Construction Ltd.	2014 544 John Deere		\$150.00
Johnson Construction Ltd.	2014 644 John Deere		\$160.00

69  
 2018  
 2019  
 2020  
 2021  
 2022  
 2023  
 2024  
 2025  
 2026  
 2027  
 2028  
 2029  
 2030  
 2031  
 2032  
 2033  
 2034  
 2035  
 2036  
 2037  
 2038  
 2039  
 2040  
 2041  
 2042  
 2043  
 2044  
 2045  
 2046  
 2047  
 2048  
 2049  
 2050  
 2051  
 2052  
 2053  
 2054  
 2055  
 2056  
 2057  
 2058  
 2059  
 2060  
 2061  
 2062  
 2063  
 2064  
 2065  
 2066  
 2067  
 2068  
 2069  
 2070  
 2071  
 2072  
 2073  
 2074  
 2075  
 2076  
 2077  
 2078  
 2079  
 2080  
 2081  
 2082  
 2083  
 2084  
 2085  
 2086  
 2087  
 2088  
 2089  
 2090  
 2091  
 2092  
 2093  
 2094  
 2095  
 2096  
 2097  
 2098  
 2099  
 2100

**Hired Equipment  
December 22, 2018 - May 21, 2019**

Hired Equipment Services Contract # 2018-45

**Loader with Wing and Blade**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
West Coast Sand & Gravel Ltd.	2005 WA320 Komatsu		\$140.00
West Coast Sand & Gravel Ltd.	2009 702V Kawasaki		\$140.00
West Coast Sand & Gravel Ltd.	2015 624K John Deere		\$140.00
Humber Arm Contracting Inc.	2011 544 John Deere		\$171.00
Johnson Construction Ltd.	2014 544 John Deere		\$175.00
Johnson Construction Ltd.	2014 544 John Deere		\$175.00
Johnson Construction Ltd.	2014 544 John Deere		\$175.00
Johnson Construction Ltd.	2014 644 John Deere		\$180.00



**Hired Equipment  
December 22, 2018 - May 21, 2019**

Hired Equipment  
December 22, 2018 - May 21, 2019  
Page 25 of 99

Loader with Snow Basket			
Contractor	Model	Telephone Numbers	Rate
Sharon Wheeler	2015 914K CAT		\$64.50
Rico Construction	2008 IT14 CAT		\$70.00
Humber Arm Contracting Inc.	2004 444J John Deere		\$71.50
Humber Arm Contracting Inc.	2007 924G CAT		\$71.50
Make Enterprises Ltd.	2008 930H CAT		\$74.00
Ambstemel Trucking Ltd.	2003 924G CAT		\$74.23
Humber Arm Contracting Inc.	2011 544 John Deere		\$84.30
Humber Arm Contracting Inc.	2012 624 John Deere		\$84.30
Humber Arm Contracting Inc.	2015 644 John Deere		\$84.30
Targett Trucking Ltd.	1976 Caterpillar 920		\$100.00
Targett Trucking Ltd.	1997 John Deere TC 54H		\$100.00
Targett Trucking Ltd.	2009 Cheng Gong 938		\$100.00
Gardner Equipment Rentals	2008 IT14G CAT		\$105.00
Gardner Equipment Rentals	2008 924K CAT		\$105.00
West Coast Sand & Gravel Ltd.	2006 624J John Deere		\$120.00
West Coast Sand & Gravel Ltd.	2005 WA320 Komatsu		\$120.00
West Coast Sand & Gravel Ltd.	2009 702V Kawasaki		\$120.00
West Coast Sand & Gravel Ltd.	2015 624K John Deere		\$120.00
Ron Flynn Transport Ltd.	2014 924IT CAT		\$120.00
West Coast Sand & Gravel Ltd.	2006 724J John Deere		\$140.00
Gardner Equipment Rentals	2012 928HZ CAT		\$140.00
Way's Haulage & Excavation Ltd.	1998 IT28G CAT		\$150.00
Johnson Construction Ltd.	2014 544 John Deere		\$175.00
Johnson Construction Ltd.	2014 544 John Deere		\$175.00
Johnson Construction Ltd.	2014 544 John Deere		\$175.00
Johnson Construction Ltd.	2014 644 John Deere		\$180.00

**Hired Equipment  
December 22, 2018 - May 21, 2019**

Hired Equipment Schedule  
Contract # 17006  
Page 26 of 99

**Loader with Snow Blower**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Humber Arm Contracting Inc.	2012 624 John Deere		\$175.00
Humber Arm Contracting Inc.	2015 644 John Deere		\$175.00
Gardner Equipment Rentals	2012 928HZ CAT		\$190.00
West Coast Sand & Gravel Ltd.	2015 624K John Deere		\$200.00
West Coast Sand & Gravel Ltd.	2006 724J John Deere		\$200.00

**Rubber Tire Backhoe**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Webbers Backhoe	2005 416 CAT		\$34.24
A-1 Transoprtation Ltd.	2013 3CX JCB		\$36.89
Make Enterprises Ltd.	2013 B958 New Holland		\$45.00
Twin Mountain Contracting Ltd.	2012 310SJ John Deere		\$48.75
Ambstemel Trucking Ltd.	2014 420F CAT		\$48.76
Rico Construction Ltd.	2000 214 JCB		\$50.00
A-1 Transoprtation Ltd.	2005 420 CAT		\$53.00
Humber Arm Contracting Inc.	2010 420 D CAT		\$58.10
Ron Flynn Transport Ltd.	2007 420E CAT		\$59.20
Targett Trucking Ltd.	1999 John Deere 310 SE		\$70.00
Way's Haulage & Excavation Ltd.	2017 420F CAT		\$74.99
Dawe's Equipment	2012 3CX JCB		\$75.00
Dawe's Equipment	2011 420 CAT		\$75.00
Johnson Construction Ltd.	2016 310SK John Deere		\$80.00
Johnson Construction Ltd.	2015 410K John Deere		\$80.00
Johnson Construction Ltd.	2017 310SL John Deere		\$80.00
Marine Contractors Inc.	2010 310 SJ john Deere		\$90.00

**Hired Equipment  
December 22, 2018 - May 21, 2019**

**Rubber Tire Backhoe with Blade**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Make Enterprises Ltd.	2013 B958 New Holland		\$45.00
Twin Mountain Contracting Ltd.	2012 310SJ John Deere		\$48.75
A-1 Transoprtation Ltd.	2013 3CX JCB		\$49.00
Lundrigan's Contracting	2010 310J John Deere		\$49.90
Rico Construction Ltd.	2000 214 JCB		\$50.00
Ambstemel Trucking Ltd.	2014 420F CAT		\$52.23
A-1 Transoprtation Ltd.	2005 420 CAT		\$69.00
Ron Flynn Transport Ltd.	2007 420E CAT		\$74.50
Humber Arm Contracting Inc.	2010 420 D CAT		\$74.95
Targett Trucking Ltd.	1999 John Deere 310 SE		\$75.00
Way's Haulage & Excavation Ltd.	2017 420F CAT		\$84.99
Dawe's Equipment	2012 3CX JCB		\$85.00
Dawe's Equipment	2011 420 CAT		\$85.00

**Rubber Tire Backhoe with Breaker Attachment**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Twin Mountain Contracting Ltd.	2012 310SJ John Deere		\$48.75
A-1 Transoprtation Ltd.	2013 3CX JCB		\$54.50
D&D Excavating & Trucking Ltd.	2011 Luigong		\$63.77
Ron Flynn Transport Ltd.	2007 420E CAT		\$65.00
Ambstemel Trucking Ltd.	2014 420F CAT		\$72.23
Humber Arm Contracting Inc.	2010 420 D CAT		\$109.00
Way's Haulage & Excavation Ltd.	2017 420F CAT		\$125.00

**Hired Equipment  
December 22, 2018 - May 21, 2019**

**Rubber Tire Backhoe with Snow Basket**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Make Enterprises Ltd.	2013 B958 New Holland		\$45.00
Ambstemel Trucking Ltd.	2014 420F CAT		\$46.76
A-1 Transportation Ltd.	2013 3CX JCB		\$48.00
Humber Arm Contracting Inc.	2010 420 D CAT		\$53.10
A-1 Transportation Ltd.	2005 420 CAT		\$58.50
Targett Trucking Ltd.	1999 John Deere 310 SE		\$80.00
Ron Flynn Transport Ltd.	2007 420E CAT		\$80.00
Dawe's Equipment	2012 3CX JCB		\$95.00
Dawe's Equipment	2011 420 CAT		\$95.00
Way's Haulage & Excavation Ltd.	2017 420F CAT		\$125.00

Hired Equipment  
December 22, 2018 - May 21, 2019  
Contractor # 2003-45

**Hired Equipment**  
**December 22, 2018 - May 21, 2019**

**Tandem Dump Truck**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Ron Flynn Trucking	1994 Volvo		\$36.40
A-1 Transoprtation Ltd.	2009 VHD Volvo		\$39.50
Sharon Wheeler	2014 F180 Freightliner		\$40.00
D&D Excavating and Trucking Ltd.	2000 Sterling		\$49.47
Ambstemel Trucking Ltd.	2010 T-800 Kenworth		\$49.89
Lundrigan's Contracting	1993 Volvo		\$49.90
Lundrigan's Contracting	2002 Eagle International		\$49.90
Make Enterprises Ltd.	2006 7600 International		\$52.00
Twin Mountain Contracting Ltd.	2014 T-800 Kenworth		\$54.75
Rico Construction Ltd.	1990 T450 Kenworth		\$55.00
Ambstemel Trucking Ltd.	2003 T-800 Kenworth		\$59.89
Humber Arm Contracting Inc.	2011 9300 Western Star		\$72.90
Humber Arm Contracting Inc.	1988 9300 International		\$72.90
Humber Arm Contracting Inc.	1988 9300 International		\$72.90
Humber Arm Contracting Inc.	1985 9300 International		\$72.90
Targett Trucking Ltd.	1991 International Navistar		\$75.00
Way's Haulage & Excavation Ltd.	2003 W900 Kenworth		\$75.00
West Coast Sand & Gravel Ltd.	2009 112 Freightliner		\$85.00
West Coast Sand & Gravel Ltd.	2009 106 Freightliner		\$85.00
West Coast Sand & Gravel Ltd.	2006 5500 International		\$85.00
West Coast Sand & Gravel Ltd.	2006 5500 International		\$85.00
Way's Haulage & Excavation Ltd.	1990 T450 Kenworth		\$85.00
Johnson Construction Ltd.	2013 365 Peterbilt		\$85.00
Johnson Construction Ltd.	2014 7600 International		\$85.00
Johnson Construction Ltd.	2014 7600 International		\$85.00
Marine Contractors Inc.	2009 365 Peterbilt		\$95.00
Marine Contractors Inc.	2009 365 Peterbilt		\$95.00
Marine Contractors Inc.	2009 56001 International		\$95.00
Johnson Construction Ltd.	2017 HX620 International Tandem-Tandem		\$125.00
Johnson Construction Ltd.	2018 HX620 International Tandem-Tandem		\$125.00
Johnson Construction Ltd.	2019 HX620 International Tandem-Tandem		\$125.00

**Hired Equipment  
December 22, 2018 - May 21, 2019**

**Excavator**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Lundrigan's Contracting	2000 307 CAT		\$49.90
D&D Excavating and Trucking Ltd.	1995 EX150 Hitachi		\$54.25
A-1 Transportation Ltd.	2000 315 CAT		\$69.00
Humber Arm Contracting Inc.	2010 160 John Deere		\$72.10
Ambstemel Trucking Ltd.	2011 314D CAT		\$72.39
Sharon Wheeler	2012 120 Hitachi		\$75.00
Make Enterprises Ltd.	2006 160CLC John Deere		\$87.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$89.00
Targett Trucking Ltd.	2000 John Deere 160 LC		\$100.00
Targett Trucking Ltd.	1991 John Deere 690 D		\$115.00
West Coast Sand & Gravel Ltd.	2008 200D John Deere		\$120.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu		\$120.00
Marine Contractors Inc.	2015 316EL CAT		\$120.00
Way's Haulage & Excavation Ltd.	2004 320 CAT		\$125.00
Humber Arm Contracting Inc.	2013 290 John Deere		\$140.00
Way's Haulage & Excavation Ltd.	2001 320 CAT		\$145.00
Johnson Construction Ltd.	2011 200DLC John Deere		\$150.00
Johnson Construction Ltd.	2014 210G John Deere		\$160.00
Humber Arm Contracting Inc.	2010 350 John Deere		\$219.00
Johnson Construction Ltd.	2014 350G John Deere		\$220.00

**Excavator with Breaker Attachment**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Ambstemel Trucking Ltd.	2011 314D CAT		\$139.95
Humber Arm Contracting Inc.	2010 160 John Deere		\$144.90
West Coast Sand & Gravel Ltd.	2008 200D John Deere		\$180.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu		\$180.00
Way's Haulage & Excavation Ltd.	2004 320 CAT		\$200.00
Johnson Construction Ltd.	2011 200DLC John Deere		\$220.00
Johnson Construction Ltd.	2014 210G John Deere		\$220.00
Way's Haulage & Excavation Ltd.	2001 320 CAT		\$225.00
Johnson Construction Ltd.	2014 350G John Deere		\$260.00

**Hired Equipment  
December 22, 2018 - May 21, 2019**

Hired Equipment Schedule  
Contract # 2018-49

**Excavator with Grab Attachment**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Ambstemel Trucking Ltd.	2011 314D CAT		\$72.39
Make Enterprises Ltd.	2006 160CLC John Deere		\$100.00
Way's Haulage & Excavation Ltd.	2004 320 CAT		\$135.00
West Coast Sand & Gravel Ltd.	2008 200D John Deere		\$140.00
West Coast Sand & Gravel Ltd.	2003 PC210 Komatsu		\$140.00
Way's Haulage & Excavation Ltd.	2001 320 CAT		\$145.00
Johnson Construction Ltd.	2011 200DLC John Deere		\$175.00
Johnson Construction Ltd.	2014 210G John Deere		\$175.00
Humber Arm Contracting Inc.	2010 160 John Deere		\$190.00
Johnson Construction Ltd.	2014 350G John Deere		\$245.00

**Mini Excavator**

<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Lundrigan's Contracting	2006 125B Tachacuki		\$39.99
Rico Construction Ltd.	2013 305E CAT		\$50.00
Ambstemel Trucking Ltd.	2016 304 CAT		\$52.09
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$54.10
Sharon Wheeler	2016 EZ38 Wacker Neuson		\$59.00
Twin Mountain Contracting Ltd.	2012 75D John Deere		\$68.00
Rico Construction Ltd.	2014 308E CAT		\$70.00
Dawe's Equipment	2017 Kubota U-35		\$70.00
Humber Arm Contracting Inc.	2017 75 John Deere		\$74.00
Marine Contractors Inc.	2008 35D John Deere		\$80.00
Johnson Construction Ltd.	2009 35G John Deere		\$85.00
Marine Contractors Inc.	2008 50D John Deere		\$90.00
Marine Contractors Inc.	2012 60D John Deere		\$95.00

Page 31 of 99

**Hired Equipment  
December 22, 2018 - May 21, 2019**

Contract # 2019-001

**Mini Excavator with Breaker Attachment**

Contractor	Model	Telephone Numbers	Rate
Rico Construction Ltd.	2013 305E CAT		\$70.00
Ambstemel Trucking Ltd.	2016 304 CAT		\$72.09
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$74.00
Rico Construction Ltd.	2014 308E CAT		\$90.00
Humber Arm Contracting Inc.	2017 75 John Deere		\$120.10

**Mini Excavator with Grab Attachment**

Contractor	Model	Telephone Numbers	Rate
Rico Construction Ltd.	2013 305E CAT		\$50.00
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$54.10
Ambstemel Trucking Ltd.	2016 304 CAT		\$58.09
Twin Mountain Contracting Ltd.	2012 75D John Deere		\$68.00
Rico Construction Ltd.	2014 308E CAT		\$70.00
Dawe's Equipment	2017 Kubota U-35		\$70.00
Johnson Construction Ltd.	2009 35G John Deere		\$90.00
Humber Arm Contracting Inc.	2017 75 John Deere		\$119.10

**Tractor/Dozer**

Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 450J John Deere		\$77.90
West Coast Sand & Gravel Ltd.	2004 550J John Deere		\$90.00
Marine Contractors Inc.	2002 D4 CAT		\$130.00
Way's Haulage & Excavation Ltd.	1999 D6M CAT		\$150.00
Marine Contractors Inc.	2008 D5 CAT		\$150.00
Marine Contractors Inc.	2014 D6 CAT		\$175.00
Johnson Construction Ltd.	2014 750K John Deere		\$185.00
Johnson Construction Ltd.	2014 750K John Deere		\$185.00
Way's Haulage & Excavation Ltd.	1998 D8R CAT		\$250.00



Hired Equipment Services Contract # 201805

**Hired Equipment  
December 22, 2018 - May 21, 2019**

<b>Grader</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Humber Arm Contracting Inc.	2014 672 John Deere		\$140.90
Johnson Construction Ltd.	2014 772G John Deere		\$150.00
Johnson Construction Ltd.	2014 772G John Deere		\$150.00
Johnson Construction Ltd.	2014 772G John Deere		\$150.00
Marine Contractors Inc.	2013 12M2 CAT		\$165.00

<b>Grader with Side Blade</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Humber Arm Contracting Inc.	2014 672 John Deere		\$208.20

<b>Sidewalk Snow Blower</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Rico Construction Ltd.	2001 270 John Deere		\$73.00
Ron Flynn Transport Ltd.	2009 236B CAT		\$74.00
West Coast Sand & Gravel Ltd.	2015 323E John Deere		\$140.00

<b>Boom Truck</b>			
<b>Contractor</b>	<b>Model</b>	<b>Telephone Numbers</b>	<b>Rate</b>
Western Steelworks Inc.	2012 FM 216H Freightliner		\$108.50
Sparkes Transportation & Crane	2009 Sterling 28 Ton		\$130.00
Sparkes Transportation & Crane	1995 Western Star 10 Ton		\$130.00
Johnsons Construction Ltd.	2013 28 Ton Sterling		\$150.00
Johnsons Construction Ltd.	2013 30 Ton Peterbilt		\$160.00

Page 33 of 99



## REQUEST FOR DECISION

### *Finance and Administration*

#### **SUBJECT: REQUEST TO LEASE CITY LAND – ADJACENT TO 12 COOPERS ROAD**

**DESCRIPTION:** The City of Corner Brook has been approached by a resident who requested to Lease City land located adjacent to 12 Coopers Road. The land is approximately 18.6m<sup>2</sup> (200ft<sup>2</sup>) with 6.1m (20ft) frontage. The purpose to leasing this land is to for residential parking. This land belongs to a 12.2m (40ft) right of way that connects to back land located behind 12 Coppers Road. Currently there are no plans to develop this land.

**PROPOSED MOTION:** it is **RESOLVED** that Council approve the execution of the attached lease agreement with the property owner at 12 Coopers Road for 18.6m<sup>2</sup> (200ft<sup>2</sup>) with 6.1m (20ft) frontage of City land.

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

**Staff Recommendation:** Staff has recommended approving the lease agreement with 18.6m<sup>2</sup> (200ft<sup>2</sup>) with 6.1m (20ft) frontage of City land located adjacent to 12 Coopers Road.

#### **Legislative Authority:**

- Policy and/or Regulation: 07-08-05, 07-08-08

**Estimated Return: \$1.00**

#### **STANDING COMMITTEE COMMENTS:**

Implication:

#### **BACKGROUND:**

Report/Document:      Lease Agreement  
                                  Propose Lease Area Drawing

Submitted by: Brandon Duffy

Date: December 5, 2018

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

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



**THIS LEASE** made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2018

**BETWEEN:**                    **CITY OF CORNER BROOK**, a body corporate, existing and continuing under the provisions of *The City of Corner Brook Act*, RSNL 1990, c. C-15 as amended, (hereinafter called the "Landlord")

of the One Part

**AND**                                **Resident**, a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

**THIS LEASE WITNESSES** that in consideration of the rents, covenants and conditions hereinafter reserved and contained the parties hereto covenant and agree as follows:

**PREMISES LEASED**

1. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord, on and subject to the terms and conditions hereinafter set forth, all that real property described in the survey and plan attached hereto as Schedule "A" (hereinafter called the "Property").

**TENANCY**

2. Under this Lease, the Tenant occupies the Property under a tenancy at will, and it is expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way create any tenancy other than a tenancy at will.

**TERM**

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the \_\_\_\_ day of \_\_\_\_\_ 2018, for the rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

**RENT**

4. The Tenant shall pay to the Landlord a rental of One Dollars (\$1.00) plus applicable Harmonized Sales Tax (HST).

**USE**

5. The Property shall be used for the purpose of the Tenants for parking and beautification purposes. There shall be no change in use other than that related to the aforementioned use relating thereto without the prior consent in writing of the Corner Brook City Council.

**PAYMENT OF TAXES**

6. The Tenant shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the existence of the Lease be lawfully imposed and become due and payable, upon, or in respect of the Property or any part thereof.

**CONDITION**

7.
  - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
  - b. The use of the Property shall be subject to any easements over the Property for water and sewer lines and/or utilities.
  - c. Parking shall be residential vehicles only, commercial vehicles shall not be permitted

**GENERAL COVENANTS**

8.
  - a. The Tenant covenants with the Landlord:
    - i. to pay rent; and
    - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
  - b. The Landlord covenants with the Tenant:
    - i. for quiet enjoyment; and
    - ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

**TENANT'S IMPROVEMENTS**

9.
  - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property.
  - b. The Tenant shall not place any structures or erections upon the Demised Premises without the prior written consent of the Landlord.

**INSURANCE**

10.
  - a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Lessee shall promptly furnish to the Lessor copies of insurance policies or other evidence satisfactory to the Lessor of such insurance and any renewals thereof
  - b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
  - c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

**COMPLIANCE WITH REGULATIONS**

11. The Tenant shall in all respects abide by and comply with all applicable statutes, regulations, and by-laws, including any rules and regulations relating to parking or to the operation of a deck, in any manner affecting the Property including, without limitation, all by-laws, rules and regulations of the Corner Brook City Council.

**ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES**

12. The Tenant shall not have the right to assign this Lease and transfer or sublease the whole or any part of the Property, or to license third parties to use the Property or any portion thereof.

**ACCESS BY LANDLORD**

13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

**EASEMENTS/UTILITIES**

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:
- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the demised land as part of, appurtenant to or in connection with any such public utility, and
  - b. by their respective officers, employees, agents and contractors, to enter upon the demised land, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof.”

Provided however, that nothing stated herein shall be construed as having diminished any other rights the Landlord has under the City of Corner Brook Act or any similar or successor legislation in relation to construction and/or maintenance and repair of water, storm and sewage systems and the Landlord retains the right to conduct any work it deems necessary or desirable on the Premises in relation to water, storm and sewage without any compensation whatsoever to the Tenant including but not limited to compensation for any damage to the Premises and for any inconvenience to the Tenant resulting therefrom.

**MAINTENANCE AND REPAIR**

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
  - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Demised Area in a clean and orderly condition, and not to permit



any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Landlord;

- c. Upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

#### **NUISANCE**

- 16.
  - a. The Tenant shall not do, suffer or permit to be done any act or thing upon or about the Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Property or to the public generally.
  - b. The Tenant shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property.

#### **INDEMNIFICATION**

- 17.
  - a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.
  - b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

**NON-WAIVER**

18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

**LANDLORD MAY PERFORM TENANT'S OBLIGATIONS**

19. If the Tenant fails to perform an obligation of the Tenant under this Lease, the Landlord may perform the obligation and for that purpose may enter upon the Property on not less than three days prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Property may be reasonably necessary. Any costs incurred by the Landlord performing an obligation of the Tenant under this lease shall be invoiced to the Tenant, who shall be held liable for payment of the invoice.

**EFFECT OF LEASE**

20. This Lease and everything herein contained shall operate and take effect to the benefit of and be binding upon the heirs, executors, administrators, successors and lawful assigns, as the case may be of each of the parties hereto,

**REMEDIES GENERALLY**

21. Any mention in this Lease of a particular remedy of the Landlord in respect of default by the Tenant does not preclude the Landlord from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Lease.

**HEADINGS**

22. Any note appearing as a heading in this Lease has been inserted for convenience and reference only and cannot define, limit or expand the scope or meaning of this Lease or any of its provisions.

**NOTICES**

- 23.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

**City of Corner Brook**

P.O. Box 1080  
 Corner Brook NL  
 A2H 6E1

Telecopier Number: (709) 637-1625

or such other address as the Landlord may advise the Tenant in writing.

- b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

Resident  
 12 Coopers Road  
 Corner Brook, NL  
 A2H 3Y9

or such other address as the Tenant may advise the Landlord in writing.

- c. Any notice given to either party hereto shall be effectively given if sent by Canada Post regular letter mail to the Tenant or addressed to the party at its address as indicated above or hand delivered to the Tenant by a representative of the City of Corner Brook.

**GOVERNING LAW**

24. This Lease shall be governed by the laws of the Province of Newfoundland and Labrador.

**END OF LEASE**

25.

- a. The term of the lease shall be a period of five (5) years commencing on \_\_\_\_\_, 2018 and terminating on \_\_\_\_\_, 2023 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Premises by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

#### **PROVISION SEPARATELY VALID**

26. If any covenant, obligation, agreement, term or condition of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

#### **UTILITIES**

27. The rights of the Tenant to occupy the Demised Premises is subject to any easement for water and/or sewer lines granted by the Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. The rights of the Tenant to occupy the Demised Premises is also subject to any power, electrical and telephone lines and poles with respect thereto.

#### **INTEREST CHARGES**

28. All sums, for rent or otherwise, payable to the Landlord under this indenture shall bear interest commencing the day next following the failing due thereof, at a rate of 10.5% per annum until the actual date of payment.

**LEGAL COSTS**

29. The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

**ENTIRE AGREEMENT**

30. The Landlord and the Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first before written.

**THE CORPORATE SEAL** of the Landlord was hereto affixed in the presence of:

**THE CITY OF CORNER BROOK**

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
City Manager/City Clerk

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
Mayor/Deputy Mayor

**THE CORPORATE SEAL** of the Tenant was hereto affixed in the presence of:

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
Resident

SCHEDULE "B"

**NOTICE TO QUIT**

The City of Corner Brook (CCB) hereby gives notice to Resident to quit occupation of the Property located on Cooper's Road in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with clause(s) \_\_\_\_ of the Agreement between CCB and \_\_\_\_\_ dated \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Signed on behalf of CCB by:

\_\_\_\_\_  
City Manager-City of Corner Brook

# REQUEST FOR DECISION

## *Finance and Administration*

### **SUBJECT: REQUEST TO LEASE CITY LAND – ADJACENT TO 14 COOPERS ROAD**

**DESCRIPTION:** The City of Corner Brook has been approached by a resident who requested to lease City land located adjacent to 14 Coopers Road. The land is approximately 18.6m<sup>2</sup> (200ft<sup>2</sup>) with 6.1m (20ft) frontage. The purpose to leasing this land is to for residential parking. This land belongs to a 12.2m (40ft) right of way that connects to back land located behind 14 Coppers Road. Currently there are no plans to develop this land.

**PROPOSED MOTION:** it is **RESOLVED** that Council approve the execution of the attached lease agreement with the property owner at 14 Coopers Road for 18.6m<sup>2</sup> (200ft<sup>2</sup>) with 6.1m (20ft) frontage of City land.

### **IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** Staff has recommended approving the lease agreement with 18.6m<sup>2</sup> (200ft<sup>2</sup>) with 6.1m (20ft) frontage of City land located adjacent to 14 Coopers Road.

### **Legislative Authority:**

- Policy and/or Regulation: 07-08-05, 07-08-08

**Estimated Return: \$1.00**

### **STANDING COMMITTEE COMMENTS:**

Implication:

### **BACKGROUND:**

Report/Document:      Lease Agreement  
                                  Propose Lease Area Drawing

Submitted by: Brandon Duffy

Date: December 5, 2018

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

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





**THIS LEASE** made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2018

**BETWEEN:**                    **CITY OF CORNER BROOK**, a body corporate, existing and continuing under the provisions of *The City of Corner Brook Act*, RSNL 1990, c. C-15 as amended, (hereinafter called the "Landlord")

of the One Part

**AND**                                **Resident**, a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

**THIS LEASE WITNESSES** that in consideration of the rents, covenants and conditions hereinafter reserved and contained the parties hereto covenant and agree as follows:

**PREMISES LEASED**

1. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord, on and subject to the terms and conditions hereinafter set forth, all that real property described in the survey and plan attached hereto as Schedule "A" (hereinafter called the "Property").

**TENANCY**

2. Under this Lease, the Tenant occupies the Property under a tenancy at will, and it is expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way create any tenancy other than a tenancy at will.

**TERM**

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the \_\_\_\_ day of \_\_\_\_\_ 2018, for the rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

**RENT**

4. The Tenant shall pay to the Landlord a rental of One Dollars (\$1.00) plus applicable Harmonized Sales Tax (HST).

**USE**

5. The Property shall be used for the purpose of the Tenants for parking and beautification purposes. There shall be no change in use other than that related to the aforementioned use relating thereto without the prior consent in writing of the Corner Brook City Council.

**PAYMENT OF TAXES**

6. The Tenant shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the existence of the Lease be lawfully imposed and become due and payable, upon, or in respect of the Property or any part thereof.

**CONDITION**

7.
  - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
  - b. The use of the Property shall be subject to any easements over the Property for water and sewer lines and/or utilities.
  - c. Parking shall be residential vehicles only, commercial vehicles shall not be permitted

**GENERAL COVENANTS**

8.
  - a. The Tenant covenants with the Landlord:
    - i. to pay rent; and
    - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
  - b. The Landlord covenants with the Tenant:
    - i. for quiet enjoyment; and
    - ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

**TENANT'S IMPROVEMENTS**

9.
  - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property.
  - b. The Tenant shall not place any structures or erections upon the Demised Premises without the prior written consent of the Landlord.

**INSURANCE**

10.
  - a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Lessee shall promptly furnish to the Lessor copies of insurance policies or other evidence satisfactory to the Lessor of such insurance and any renewals thereof
  - b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
  - c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

**COMPLIANCE WITH REGULATIONS**

11. The Tenant shall in all respects abide by and comply with all applicable statutes, regulations, and by-laws, including any rules and regulations relating to parking or to the operation of a deck, in any manner affecting the Property including, without limitation, all by-laws, rules and regulations of the Corner Brook City Council.

**ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES**

12. The Tenant shall not have the right to assign this Lease and transfer or sublease the whole or any part of the Property, or to license third parties to use the Property or any portion thereof.

**ACCESS BY LANDLORD**

13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

**EASEMENTS/UTILITIES**

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:
- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the demised land as part of, appurtenant to or in connection with any such public utility, and
  - b. by their respective officers, employees, agents and contractors, to enter upon the demised land, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof.”

Provided however, that nothing stated herein shall be construed as having diminished any other rights the Landlord has under the City of Corner Brook Act or any similar or successor legislation in relation to construction and/or maintenance and repair of water, storm and sewage systems and the Landlord retains the right to conduct any work it deems necessary or desirable on the Premises in relation to water, storm and sewage without any compensation whatsoever to the Tenant including but not limited to compensation for any damage to the Premises and for any inconvenience to the Tenant resulting therefrom.

**MAINTENANCE AND REPAIR**

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
  - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Demised Area in a clean and orderly condition, and not to permit

any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Landlord;

- c. Upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

#### **NUISANCE**

16.
  - a. The Tenant shall not do, suffer or permit to be done any act or thing upon or about the Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Property or to the public generally.
  - b. The Tenant shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property.

#### **INDEMNIFICATION**

17.
  - a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.
  - b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

**NON-WAIVER**

18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

**LANDLORD MAY PERFORM TENANT'S OBLIGATIONS**

19. If the Tenant fails to perform an obligation of the Tenant under this Lease, the Landlord may perform the obligation and for that purpose may enter upon the Property on not less than three days prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Property may be reasonably necessary. Any costs incurred by the Landlord performing an obligation of the Tenant under this lease shall be invoiced to the Tenant, who shall be held liable for payment of the invoice.

**EFFECT OF LEASE**

20. This Lease and everything herein contained shall operate and take effect to the benefit of and be binding upon the heirs, executors, administrators, successors and lawful assigns, as the case may be of each of the parties hereto,

**REMEDIES GENERALLY**

21. Any mention in this Lease of a particular remedy of the Landlord in respect of default by the Tenant does not preclude the Landlord from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Lease.

**HEADINGS**

22. Any note appearing as a heading in this Lease has been inserted for convenience and reference only and cannot define, limit or expand the scope or meaning of this Lease or any of its provisions.

**NOTICES**

- 23.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

**City of Corner Brook**

P.O. Box 1080  
 Corner Brook NL  
 A2H 6E1

Telecopier Number: (709) 637-1625

or such other address as the Landlord may advise the Tenant in writing.

- b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

Resident  
 14 Coopers Road  
 Corner Brook, NL  
 A2H 3Y9

or such other address as the Tenant may advise the Landlord in writing.

- c. Any notice given to either party hereto shall be effectively given if sent by Canada Post regular letter mail to the Tenant or addressed to the party at its address as indicated above or hand delivered to the Tenant by a representative of the City of Corner Brook.

**GOVERNING LAW**

24. This Lease shall be governed by the laws of the Province of Newfoundland and Labrador.

**END OF LEASE**

25.

- a. The term of the lease shall be a period of five (5) years commencing on \_\_\_\_\_, 2018 and terminating on \_\_\_\_\_, 2023 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Premises by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

#### **PROVISION SEPARATELY VALID**

26. If any covenant, obligation, agreement, term or condition of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

#### **UTILITIES**

27. The rights of the Tenant to occupy the Demised Premises is subject to any easement for water and/or sewer lines granted by the Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. The rights of the Tenant to occupy the Demised Premises is also subject to any power, electrical and telephone lines and poles with respect thereto.

#### **INTEREST CHARGES**

28. All sums, for rent or otherwise, payable to the Landlord under this indenture shall bear interest commencing the day next following the failing due thereof, at a rate of 10.5% per annum until the actual date of payment.



**LEGAL COSTS**

29. The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

**ENTIRE AGREEMENT**

30. The Landlord and the Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first before written.

**THE CORPORATE SEAL** of the Landlord was hereto affixed in the presence of:

**THE CITY OF CORNER BROOK**

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
City Manager/City Clerk

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
Mayor/Deputy Mayor

**THE CORPORATE SEAL** of the Tenant was hereto affixed in the presence of:

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
Resident

SCHEDULE "B"

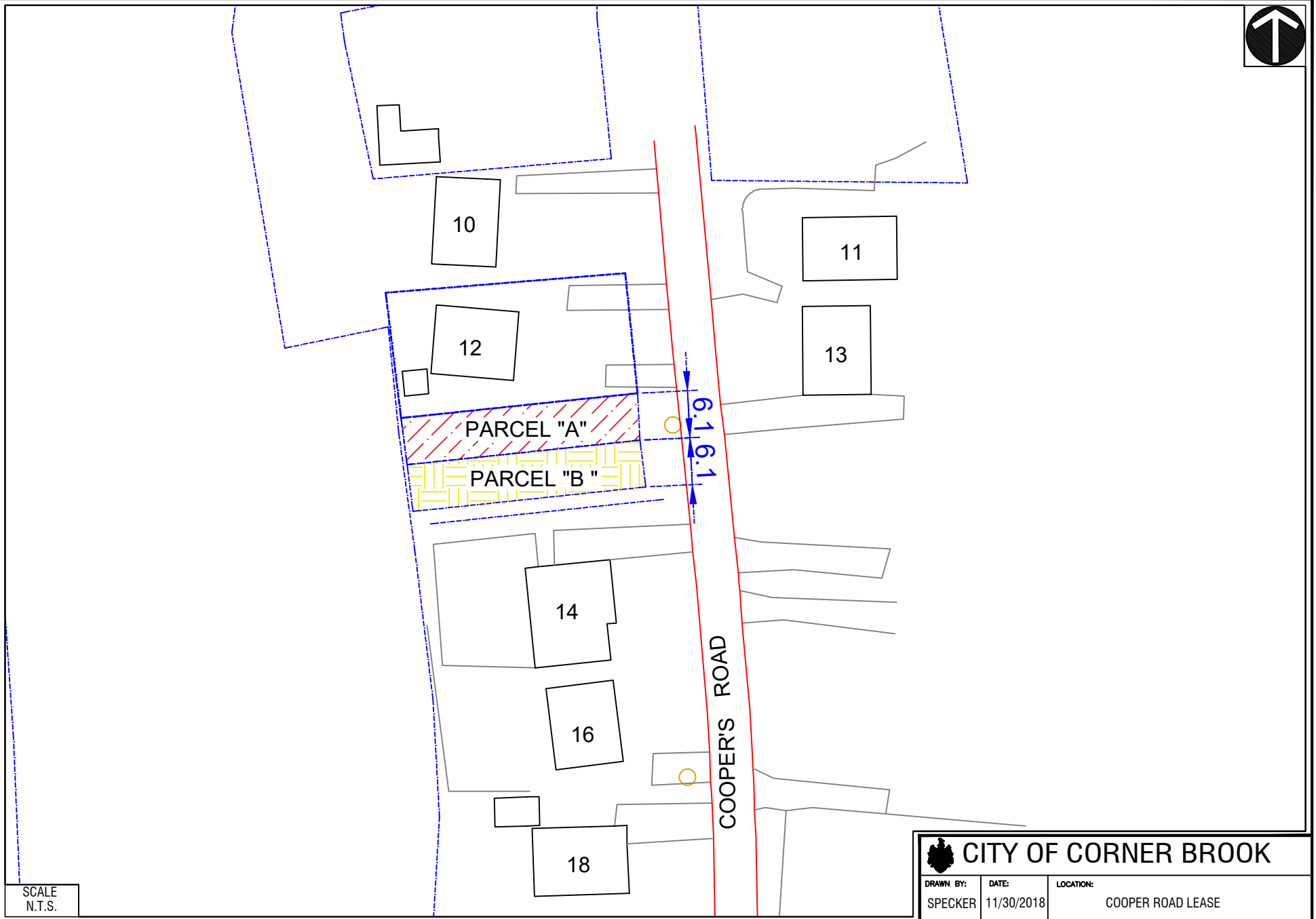
**NOTICE TO QUIT**

The City of Corner Brook (CCB) hereby gives notice to Resident to quit occupation of the Property located on Cooper's Road in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with clause(s) \_\_\_\_ of the Agreement between CCB and \_\_\_\_\_ dated \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Signed on behalf of CCB by:

\_\_\_\_\_  
City Manager-City of Corner Brook



SCALE  
N.T.S.

 <b>CITY OF CORNER BROOK</b>		
DRAWN BY: SPECKER	DATE: 11/30/2018	LOCATION: COOPER ROAD LEASE



# REQUEST FOR DECISION

## *Finance and Administration*

### **SUBJECT: REQUEST TO LEASE CITY LAND – ADJACENT TO 21 MACPHERSON AVENUE**

**DESCRIPTION:** The City of Corner Brook has been approached by a resident who requested to Lease City land located adjacent to 21 MacPherson Avenue. The land is approximately 410m<sup>2</sup> (4,413ft<sup>2</sup>) with 15.2m (50ft) frontage. The purpose to leasing this land is to for residential parking. This land belongs to a 15.2(50ft) right of way that connects to back land owned by the City. Currently there are no plans to develop this land.

**PROPOSED MOTION:** it is **RESOLVED** that Council approve the execution of the attached lease agreement with the property owner at 21 MacPherson Avenue for 410 m<sup>2</sup> (4,413ft<sup>2</sup>) with 15.2m (50ft) frontage of City land.

### **IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** Staff has recommended approving the lease agreement with 410 m<sup>2</sup> (4,413ft<sup>2</sup>) with 15.2m (50ft) frontage of City land located adjacent to 21 MacPherson Avenue.

### **Legislative Authority:**

- Policy and/or Regulation: 07-08-05, 07-08-08

**Estimated Return: \$1.00**

### **STANDING COMMITTEE COMMENTS:**

Implication:

### **BACKGROUND:**

Report/Document: Lease Agreement  
 Propose Lease Area Drawing (Parcel "B")

Submitted by: Brandon Duffy

Date: December 5, 2018

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

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



**THIS LEASE** made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2018

**BETWEEN:** **CITY OF CORNER BROOK**, a body corporate, existing and continuing under the provisions of *The City of Corner Brook Act*, RSNL 1990, c. C-15 as amended, (hereinafter called the "Landlord")

of the One Part

**AND** **Duncan Passmoor**, a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

**THIS LEASE WITNESSES** that in consideration of the rents, covenants and conditions hereinafter reserved and contained the parties hereto covenant and agree as follows:

**PREMISES LEASED**

1. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord, on and subject to the terms and conditions hereinafter set forth, all that real property described in the survey and plan attached hereto as Schedule "A" (hereinafter called the "Property").

**TENANCY**

2. Under this Lease, the Tenant occupies the Property under a tenancy at will, and it is expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way create any tenancy other than a tenancy at will.

**TERM**

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the \_\_\_\_ day of \_\_\_\_\_ 2018, for the rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

**RENT**

4. The Tenant shall pay to the Landlord a rental of One Dollars (\$1.00) plus applicable Harmonized Sales Tax (HST).

**USE**

5. The Property shall be used for the purpose of the Tenants for parking and beautification purposes. There shall be no change in use other than that related to the aforementioned use relating thereto without the prior consent in writing of the Corner Brook City Council.

**PAYMENT OF TAXES**

6. The Tenant shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the existence of the Lease be lawfully imposed and become due and payable, upon, or in respect of the Property or any part thereof.

**CONDITION**

7.
  - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
  - b. The use of the Property shall be subject to any easements over the Property for water and sewer lines and/or utilities.
  - c. Parking shall be residential vehicles only, commercial vehicles shall not be permitted

**GENERAL COVENANTS**

8.
  - a. The Tenant covenants with the Landlord:
    - i. to pay rent; and
    - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
  - b. The Landlord covenants with the Tenant:
    - i. for quiet enjoyment; and
    - ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.



**TENANT'S IMPROVEMENTS**

9.
  - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property.
  - b. The Tenant shall not place any structures or erections upon the Demised Premises without the prior written consent of the Landlord.

**INSURANCE**

10.
  - a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Lessee shall promptly furnish to the Lessor copies of insurance policies or other evidence satisfactory to the Lessor of such insurance and any renewals thereof
  - b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
  - c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

**COMPLIANCE WITH REGULATIONS**

11. The Tenant shall in all respects abide by and comply with all applicable statutes, regulations, and by-laws, including any rules and regulations relating to parking or to the operation of a deck, in any manner affecting the Property including, without limitation, all by-laws, rules and regulations of the Corner Brook City Council.

**ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES**

12. The Tenant shall not have the right to assign this Lease and transfer or sublease the whole or any part of the Property, or to license third parties to use the Property or any portion thereof.

**ACCESS BY LANDLORD**

13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

**EASEMENTS/UTILITIES**

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:
  - a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the demised land as part of, appurtenant to or in connection with any such public utility, and
  - b. by their respective officers, employees, agents and contractors, to enter upon the demised land, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof.”

Provided however, that nothing stated herein shall be construed as having diminished any other rights the Landlord has under the City of Corner Brook Act or any similar or successor legislation in relation to construction and/or maintenance and repair of water, storm and sewage systems and the Landlord retains the right to conduct any work it deems necessary or desirable on the Premises in relation to water, storm and sewage without any compensation whatsoever to the Tenant including but not limited to compensation for any damage to the Premises and for any inconvenience to the Tenant resulting therefrom.

**MAINTENANCE AND REPAIR**

15.
  - a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
  - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Demised Area in a clean and orderly condition, and not to permit

any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Landlord;

- c. Upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

#### **NUISANCE**

16.
  - a. The Tenant shall not do, suffer or permit to be done any act or thing upon or about the Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Property or to the public generally.
  - b. The Tenant shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property.

#### **INDEMNIFICATION**

17.
  - a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.
  - b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

**NON-WAIVER**

18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

**LANDLORD MAY PERFORM TENANT'S OBLIGATIONS**

19. If the Tenant fails to perform an obligation of the Tenant under this Lease, the Landlord may perform the obligation and for that purpose may enter upon the Property on not less than three days prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Property may be reasonably necessary. Any costs incurred by the Landlord performing an obligation of the Tenant under this lease shall be invoiced to the Tenant, who shall be held liable for payment of the invoice.

**EFFECT OF LEASE**

20. This Lease and everything herein contained shall operate and take effect to the benefit of and be binding upon the heirs, executors, administrators, successors and lawful assigns, as the case may be of each of the parties hereto,

**REMEDIES GENERALLY**

21. Any mention in this Lease of a particular remedy of the Landlord in respect of default by the Tenant does not preclude the Landlord from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Lease.

**HEADINGS**

22. Any note appearing as a heading in this Lease has been inserted for convenience and reference only and cannot define, limit or expand the scope or meaning of this Lease or any of its provisions.

**NOTICES**

- 23.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

**City of Corner Brook**

P.O. Box 1080  
 Corner Brook NL  
 A2H 6E1

Telecopier Number: (709) 637-1625

or such other address as the Landlord may advise the Tenant in writing.

- b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

Duncan Passmoor  
 21 Macpherson Ave,  
 Corner Brook, NL  
 A2H 6Z3

or such other address as the Tenant may advise the Landlord in writing.

- c. Any notice given to either party hereto shall be effectively given if sent by Canada Post regular letter mail to the Tenant or addressed to the party at its address as indicated above or hand delivered to the Tenant by a representative of the City of Corner Brook.

**GOVERNING LAW**

24. This Lease shall be governed by the laws of the Province of Newfoundland and Labrador.

**END OF LEASE**

25.

- a. The term of the lease shall be a period of five (5) years commencing on \_\_\_\_\_, 2018 and terminating on \_\_\_\_\_, 2023 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Premises by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

#### **PROVISION SEPARATELY VALID**

26. If any covenant, obligation, agreement, term or condition of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

#### **UTILITIES**

27. The rights of the Tenant to occupy the Demised Premises is subject to any easement for water and/or sewer lines granted by the Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. The rights of the Tenant to occupy the Demised Premises is also subject to any power, electrical and telephone lines and poles with respect thereto.

#### **INTEREST CHARGES**

28. All sums, for rent or otherwise, payable to the Landlord under this indenture shall bear interest commencing the day next following the failing due thereof, at a rate of 10.5% per annum until the actual date of payment.

**LEGAL COSTS**

29. The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

**ENTIRE AGREEMENT**

30. The Landlord and the Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first before written.

**THE CORPORATE SEAL** of the Landlord was hereto affixed in the presence of:

**THE CITY OF CORNER BROOK**

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
City Manager/City Clerk

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
Mayor/Deputy Mayor

**THE CORPORATE SEAL** of the Tenant was hereto affixed in the presence of:

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
Resident

SCHEDULE "B"

**NOTICE TO QUIT**

The City of Corner Brook (CCB) hereby gives notice to Resident to quit occupation of the Property located on Macpherson Avenue in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with clause(s) \_\_\_ of the Agreement between CCB and \_\_\_\_\_ dated \_\_\_\_\_.

Dated this \_\_\_ day of \_\_\_\_\_ 2018.

Signed on behalf of CCB by:

\_\_\_\_\_  
City Manager-City of Corner Brook



# REQUEST FOR DECISION

## *Finance and Administration*

### **SUBJECT: REQUEST TO LEASE CITY LAND – ADJACENT TO 25 MACPHERSON AVENUE**

**DESCRIPTION:** The City of Corner Brook has been approached by a resident who requested to Lease City land located adjacent to 25 MacPherson Avenue. The land is approximately 181m<sup>2</sup> (1,948ft<sup>2</sup>) with 15.2m (50ft) frontage. The purpose for leasing this land is to allow for residential parking. This land is part of a 15.2 (50ft) right of way.

**PROPOSED MOTION:** it is **RESOLVED** that Council approve the execution of the attached lease agreement with owner of 25 MacPherson Avenue for 181m<sup>2</sup> (1,948ft<sup>2</sup>) with 15.2m (50ft) frontage.

### **IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** Staff has recommended approving the lease agreement with 181m<sup>2</sup> (1,948ft<sup>2</sup>) with 15.2m (50ft) frontage of City land located adjacent to 25 Macpherson Avenue.

### **Legislative Authority:**

- Policy and/or Regulation: 07-08-05, 07-08-08

**Estimated Return: \$1.00**

### **STANDING COMMITTEE COMMENTS:**

Implication:

### **BACKGROUND:**

Report/Document: Lease Agreement  
 Propose Lease Area Drawing (Parcel "A")

Submitted by: Brandon Duffy

Date: December 5, 2018

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

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



**THIS LEASE** made in duplicate as of the \_\_\_\_ day of \_\_\_\_\_, 2018

**BETWEEN:**                    **CITY OF CORNER BROOK**, a body corporate, existing and continuing under the provisions of *The City of Corner Brook Act*, RSNL 1990, c. C-15 as amended, (hereinafter called the "Landlord")

of the One Part

**AND**                                **JAMIE FOWLOW**, a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

**THIS LEASE WITNESSES** that in consideration of the rents, covenants and conditions hereinafter reserved and contained the parties hereto covenant and agree as follows:

**PREMISES LEASED**

1. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord, on and subject to the terms and conditions hereinafter set forth, all that real property described in the survey and plan attached hereto as Schedule "A" (hereinafter called the "Property").

**TENANCY**

2. Under this Lease, the Tenant occupies the Property under a tenancy at will, and it is expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way create any tenancy other than a tenancy at will.

**TERM**

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the \_\_\_\_ day of \_\_\_\_\_ 2018, for the rental of One Dollars (\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

**RENT**

4. The Tenant shall pay to the Landlord a rental of One Dollars (\$1.00) plus applicable Harmonized Sales Tax (HST).

**USE**

5. The Property shall be used for the purpose of the Tenants for parking and beautification purposes. There shall be no change in use other than that related to the aforementioned use relating thereto without the prior consent in writing of the Corner Brook City Council.

**PAYMENT OF TAXES**

6. The Tenant shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the existence of the Lease be lawfully imposed and become due and payable, upon, or in respect of the Property or any part thereof.

**CONDITION**

7.
  - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
  - b. The use of the Property shall be subject to any easements over the Property for water and sewer lines and/or utilities.
  - c. Parking shall be residential vehicles only, commercial vehicles shall not be permitted

**GENERAL COVENANTS**

8.
  - a. The Tenant covenants with the Landlord:
    - i. to pay rent; and
    - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
  - b. The Landlord covenants with the Tenant:
    - i. for quiet enjoyment; and
    - ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

**TENANT'S IMPROVEMENTS**

9.
  - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property.
  - b. The Tenant shall not place any structures or erections upon the Demised Premises without the prior written consent of the Landlord.

**INSURANCE**

10.
  - a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Lessee shall promptly furnish to the Lessor copies of insurance policies or other evidence satisfactory to the Lessor of such insurance and any renewals thereof
  - b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
  - c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

**COMPLIANCE WITH REGULATIONS**

11. The Tenant shall in all respects abide by and comply with all applicable statutes, regulations, and by-laws, including any rules and regulations relating to parking or to the operation of a deck, in any manner affecting the Property including, without limitation, all by-laws, rules and regulations of the Corner Brook City Council.

**ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES**

12. The Tenant shall not have the right to assign this Lease and transfer or sublease the whole or any part of the Property, or to license third parties to use the Property or any portion thereof.

**ACCESS BY LANDLORD**

13. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the property, with or without vehicles or equipment, to do any manner or thing, which the Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

**EASEMENTS/UTILITIES**

14. This leasehold is subject to any Easements granted by The Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48, and their respective successors and assigns shall have the right:
- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the demised land as part of, appurtenant to or in connection with any such public utility, and
  - b. by their respective officers, employees, agents and contractors, to enter upon the demised land, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof.”

Provided however, that nothing stated herein shall be construed as having diminished any other rights the Landlord has under the City of Corner Brook Act or any similar or successor legislation in relation to construction and/or maintenance and repair of water, storm and sewage systems and the Landlord retains the right to conduct any work it deems necessary or desirable on the Premises in relation to water, storm and sewage without any compensation whatsoever to the Tenant including but not limited to compensation for any damage to the Premises and for any inconvenience to the Tenant resulting therefrom.

**MAINTENANCE AND REPAIR**

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,
  - b. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Demised Area in a clean and orderly condition, and not to permit

any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Demised Area, all to the satisfaction of the Landlord;

- c. Upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
- d. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

#### **NUISANCE**

- 16.
  - a. The Tenant shall not do, suffer or permit to be done any act or thing upon or about the Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Property or to the public generally.
  - b. The Tenant shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property.

#### **INDEMNIFICATION**

- 17.
  - a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.
  - b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

**NON-WAIVER**

18. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

**LANDLORD MAY PERFORM TENANT'S OBLIGATIONS**

19. If the Tenant fails to perform an obligation of the Tenant under this Lease, the Landlord may perform the obligation and for that purpose may enter upon the Property on not less than three days prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Property may be reasonably necessary. Any costs incurred by the Landlord performing an obligation of the Tenant under this lease shall be invoiced to the Tenant, who shall be held liable for payment of the invoice.

**EFFECT OF LEASE**

20. This Lease and everything herein contained shall operate and take effect to the benefit of and be binding upon the heirs, executors, administrators, successors and lawful assigns, as the case may be of each of the parties hereto,

**REMEDIES GENERALLY**

21. Any mention in this Lease of a particular remedy of the Landlord in respect of default by the Tenant does not preclude the Landlord from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Lease.

**HEADINGS**

22. Any note appearing as a heading in this Lease has been inserted for convenience and reference only and cannot define, limit or expand the scope or meaning of this Lease or any of its provisions.

**NOTICES**

- 23.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:



**City of Corner Brook**

P.O. Box 1080  
 Corner Brook NL  
 A2H 6E1

Telecopier Number: (709) 637-1625

or such other address as the Landlord may advise the Tenant in writing.

- b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

Jamie Fowlow  
 19 Foote Street,  
 Pasadena, NL  
 A0L 1K0

or such other address as the Tenant may advise the Landlord in writing.

- c. Any notice given to either party hereto shall be effectively given if sent by Canada Post regular letter mail to the Tenant or addressed to the party at its address as indicated above or hand delivered to the Tenant by a representative of the City of Corner Brook.

**GOVERNING LAW**

24. This Lease shall be governed by the laws of the Province of Newfoundland and Labrador.

**END OF LEASE**

25.

- a. The term of the lease shall be a period of five (5) years commencing on \_\_\_\_\_, 2018 and terminating on \_\_\_\_\_, 2023 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Premises by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Premises or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

#### **PROVISION SEPARATELY VALID**

26. If any covenant, obligation, agreement, term or condition of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

#### **UTILITIES**

27. The rights of the Tenant to occupy the Demised Premises is subject to any easement for water and/or sewer lines granted by the Landlord, said lines to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture. The rights of the Tenant to occupy the Demised Premises is also subject to any power, electrical and telephone lines and poles with respect thereto.

#### **INTEREST CHARGES**

28. All sums, for rent or otherwise, payable to the Landlord under this indenture shall bear interest commencing the day next following the failing due thereof, at a rate of 10.5% per annum until the actual date of payment.

**LEGAL COSTS**

29. The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.

**ENTIRE AGREEMENT**

30. The Landlord and the Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

**IN WITNESS WHEREOF** the parties hereto have executed these presents the day and year first before written.

**THE CORPORATE SEAL** of the Landlord was hereto affixed in the presence of:

**THE CITY OF CORNER BROOK**

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
City Manager/City Clerk

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
Mayor/Deputy Mayor

**THE CORPORATE SEAL** of the Tenant was hereto affixed in the presence of:

\_\_\_\_\_  
Notary Public/Commissioner for Oaths/Barrister/Solicitor

\_\_\_\_\_  
Resident

SCHEDULE "B"

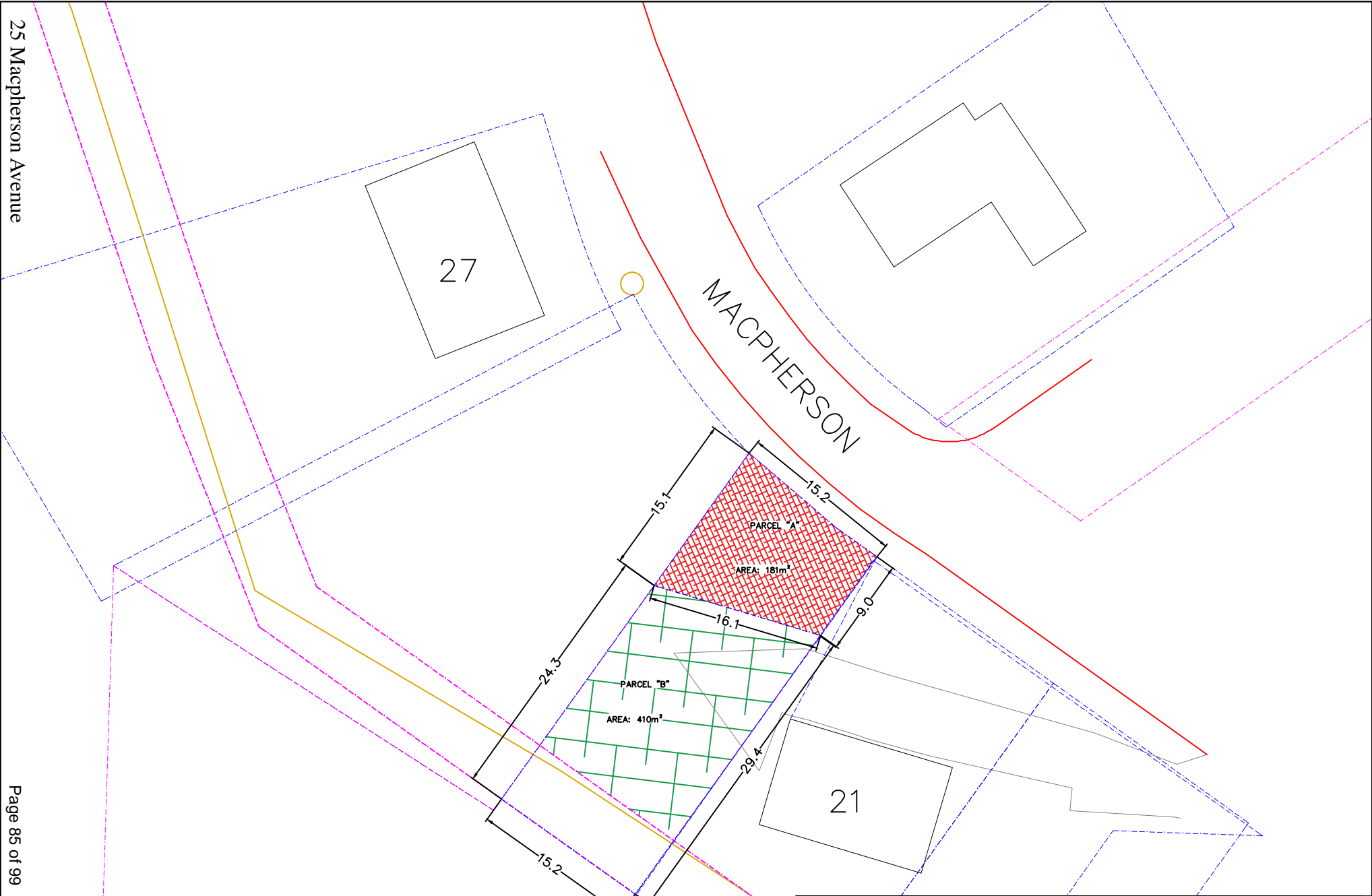
**NOTICE TO QUIT**

The City of Corner Brook (CCB) hereby gives notice to Resident to quit occupation of the Property located on Macpherson Avenue in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_ in accordance with clause(s) \_\_\_ of the Agreement between CCB and \_\_\_\_\_ dated \_\_\_\_\_.

Dated this \_\_\_ day of \_\_\_\_\_ 2018.

Signed on behalf of CCB by:

\_\_\_\_\_  
City Manager-City of Corner Brook



**SCALE  
N.T.S.**



# CITY OF CORNER BROOK

DRAWN BY:  
**SPECKER**

DATE:  
**NOV 2018**

**21 AND 25 MACPHERSON AVE  
PROPOSED LAND LEASE**



# REQUEST FOR DECISION

## Community, Engineering, Development & Planning

**SUBJECT: Discretionary Use (Home Based Business) – 46 Caribou Road**

**DESCRIPTION:** The City of Corner Brook has received an application requesting permission to operate a home based business (Axels “n” Edges, skate sharpening & repair) from the dwelling located at 46 Caribou Road which is located in the Downtown Residential Zone.

**PROPOSED MOTION:** It is **RESOLVED**, upon consideration of the matters as set out in accordance with Regulation 11, Discretionary Powers of Authority, Council in its discretion and as a result of the matters set out in this regulation; approve the application to operate a home based business from the dwelling located at 46 Caribou Road.

**IMPLICATIONS OF RECOMMENDATION:**

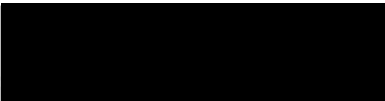
**Staff Recommendation:** A notice was delivered to the residents in the immediate area of 46 Caribou Road indicating the proposed home based business. As a result of this notice, no submissions were received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the operation of a home based business from the dwelling located at 46 Caribou Road.

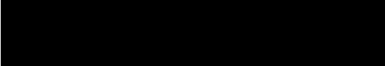
**Legislative Authority:**

- Policy and/or Regulation: City of Corner Brook Development Regulations 2012, Regulation 11

**BACKGROUND:**

Report/Document: memo, submitted application

Submitted by: 

Reviewed by: 

Date: December 4/18

Date: Dec 5, 2018





# MEMO

**To:** Manager of Planning & Development  
**Fr:** Development Inspector I  
**Subject:** 46 Caribou Road - Home Based Business  
**Date:** December 4, 2018

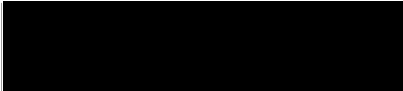
The City of Corner Brook has received an application to operate a home based business (Axels "n" Edges, skate sharpening & repair) from the dwelling located at 46 Caribou Road which is located in the Downtown Residential Zone.

A home based business office is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 46 Caribou Road indicating the above mentioned request. As a result of this notice, the City did not receive any correspondence.

A site inspection by City staff has revealed that there is sufficient parking at this location for both the existing single dwelling unit and the proposed home based business.

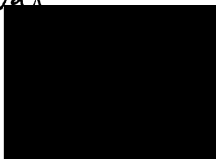
After review of the application, it appears that there is no impediment for this development to commence.

Should you require further information, please contact me at your convenience.



James King, CET, CPT  
 Development Inspector I

*Director*  
 This Home Based Business is  
 Recommended for Approval



*Dec 5, 2018*

CITY OF CORNER BROOK

BUILDING INSPECTION OFFICE, COMMUNITY, DEVELOPMENT AND PLANNING, CITY HALL, 637-1500

BUILDING PERMIT / DEVELOPMENT APPLICATION

0A-18-073

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]		DATE: Nov-14, 2018
ADDRESS: 46 CARIBOU ROAD		
CITY: CORNER BROOK	PROVINCE: NL	
POSTAL CODE: A2H 4W9	TELEPHONE: [REDACTED]	
PROPERTY LOCATION: 46 CARIBOU ROAD		
BUILDER:		
ADDRESS: N/A		
CITY:	PROVINCE:	
POSTAL CODE:	TELEPHONE:	

**BUILDING PERMIT APPLICATION** (Please check appropriate box)

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

**DEVELOPMENT APPLICATION** (Please check appropriate box)

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

DESCRIPTION OF WORK: RE-OPEN AXELS w' EDGES (APPROVED 1997)  
 AS A HOME BASED BUSINESS: SKATE SHARPENING + REPAIR,  
 EDIT + PRODUCE COMPETITION MUSIC, COMPETITIVE EQUIPMENT  
 SUPPLY + SUPPORT.

ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ N/A - BUILDING PERMIT TO FOLLOW APPROVAL OF DEVELOPMENT APPLICATION.

**DECLARATION:**  
 I hereby apply for permission to carry out the development herein. I declare that all the information given by me in connection with this application is true and correct to the best of my belief and that the development described, if permitted, will be carried out in accordance with all applicable laws and regulations of the Province of Newfoundland and Labrador and the City of Corner Brook.

**NOTE:**  
 Where the Applicant and Property Owner are not the same, the signature of the Property Owner may be required before the application can be processed.

SIGNED BY: [REDACTED] APPLICANT: [REDACTED]  
 PROPERTY OWNER: [REDACTED] WITNESS: [REDACTED]

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

# REQUEST FOR DECISION

## Community, Engineering, Development & Planning

**SUBJECT: 22 Glenwood Avenue – Home Based Child Care**

**DESCRIPTION:** The City of Corner Brook has received an application to operate a home based child care business from the dwelling located at 22 Glenwood Avenue which is located in the Mobile/Mini Home Residential Zone.

**PROPOSED MOTION:** It is **RESOLVED**, upon consideration of the matters as set out in accordance with Regulation 11, Discretionary Powers of Authority, Council in its discretion and as a result of the matters set out in this regulation; approve the application to operate a home based child care business from the property located at 22 Glenwood Avenue.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** A notice was delivered by City staff to the residents in the immediate area of 22 Glenwood Avenue indicating the proposed home based child care business. As a result of this notice, one submission was received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the operation of a home based child care business from the property located at 22 Glenwood Avenue.

**Legislative Authority:**

- Policy and/or Regulation: City of Corner Brook Development Regulations 2012, Regulation 11

**BACKGROUND:**

Report/Document: memo, submitted application

Submitted by: 

Reviewed by: 

Date: December 4/18

Date: Nov 5, 2018



## MEMO

**To:** Manager of Development & Planning  
**Fr:** Development Inspector I  
**Subject:** **22 Glenwood Avenue - Home Based Child Care**  
**Date:** December 4, 2018

---

The City of Corner Brook has received an application to operate a home based child care from the dwelling located at 22 Glenwood Avenue which is located in the Mobile/Mini Home Residential Zone.

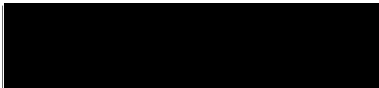
A home based child care is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 22 Glenwood Avenue indicating the above mentioned request. As a result of this notice, the City received one objection. This objection includes the fact that there is no fence around the property, it is not a large lot and a safety issue may exist as people drive around the corner (where this property is situated) fast.

A site inspection by City staff has revealed that there is sufficient parking at this location for both the existing dwelling unit and the proposed home based child care.

After review of the application and the above noted concerns, there are no City restrictions on minimum lots sizes or fence requirements for dwellings with home based child care businesses. As it relates to a possible safety issue, Council will need to determine whether or not they feel that a safety issue could be present if they approve the proposed home based child care.

At this time, I am requesting that this matter be brought forward to Corner Brook City Council for consideration.

Should you require further information, please contact me at your convenience.

  
 James King, CET, CPT  
 Development Inspector I

*Director*

*This H. Based Child Care is  
 recommended for Approval*

*Dec 5, 2018*

# CITY OF CORNER BROOK

BUILDING INSPECTION OFFICE, COMMUNITY, DEVELOPMENT AND PLANNING, CITY HALL, 637-1500

7.2

## BUILDING PERMIT / DEVELOPMENT APPLICATION

DA-18-071

RESERVED FOR OFFICE USE	PERMIT NUMBER <u>0107 8 0 NOV 08 2018</u>
PROPERTY ID _____	

OWNER / APPLICANT: <u>[REDACTED]</u>		DATE: <u>Nov. 8, 2018</u>
ADDRESS: <u>22 Glenwood Ave.</u>		
CITY: <u>Corner Brook</u>	PROVINCE: <u>NL</u>	
POSTAL CODE: <u>A2H4A7</u>	TELEPHONE: <u>[REDACTED]</u>	
PROPERTY LOCATION: <u>22 Glenwood Ave.</u>		
BUILDER:		
ADDRESS:		
CITY:	PROVINCE:	
POSTAL CODE:	TELEPHONE:	

COPY

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

\* Register for James Chan

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

<b>DESCRIPTION OF WORK:</b>
<u>In home Day Care.</u>
<b>ESTIMATED CONSTRUCTION VALUE - (MATERIALS &amp; LABOUR) \$</b> _____

**DECLARATION:**  
I hereby apply for permission to carry out the development herein. I declare that all the information given by me in connection with this application is true and correct to the best of my belief and that the development described, if permitted, will be carried out in accordance with all applicable laws and regulations of the Province of Newfoundland and Labrador and the City of Corner Brook.

**NOTE:**  
Where the Applicant and Property Owner are not the same, the signature of the Property Owner may be required before the application can be processed.

<b>SIGNED BY:</b> _____	<b>APPLICANT:</b> _____
<b>PROPERTY OWNER:</b> <u>[REDACTED]</u>	<b>WITNESS:</b> <u>[REDACTED]</u>

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

# REQUEST FOR DECISION

## Community Services

**SUBJECT:** Launching Façade Appeal Comprehensive Enhancement (FACE) program that will replace the Business Improvement Program (BIP).

**DESCRIPTION:** After phenomenal success in 2016 and 2017, the BIP experienced slow-down in its uptake during the year 2018. After thoroughly reviewing all aspects of the program along with the general feedback from the stakeholders and potential end-users, it was felt that the program is reaching a saturation point, and has largely lost its shine and attractiveness as an incentive program. Consequently, there was a need to revamp the program with widespread changes so that it becomes a very attractive program for the businesses.

In view of this, almost all the provisions of the program was changed and it was positioned to attract more small and medium enterprises. To reflect the changes (and to create a differentiation from the old program) and to stress the objective of the program, the new program is named FACE program.

**RECOMMENDATION:** Corner Brook City Council approve launching the 2019 Façade Appeal Comprehensive Enhancement (FACE) program, with a total budgetary commitment of \$50,000.

**PROPOSED MOTION:** It is **RESOLVED** that Corner Brook City Council launch the 2019 Façade Appeal Comprehensive Enhancement (FACE) program with a total budget not exceeding \$50,000.

**IMPLICATIONS OF RECOMMENDATION:**

- **Estimated Cost:** A Budget provision not exceeding \$50,000
- **Budget Line:** 01-200-1040-63950
- **Communication Strategy:** To be posted on City website. Also to be publicized through social media channels

Report/Document: The New Program Guidelines are attached. An application form is under preparation.

Submitted by:  Date: 2018/11/30

Reviewed by:  Date: 2018/11/30





**FAÇADE APPEAL COMPREHENSIVE ENHANCEMENT (FACE) PROGRAM  
(Updated Business Improvement Program)**

---

1. Total improvement cost limit (net of HST) shall be \$30,000.
2. Cash incentive will provided to property owners/businesses, immediately on certification of completed work by the City. Maximum cash incentive will be \$10,000 for one property (with a clear civic address). There will not be any carry-over of the incentive.
3. To be considered, Façade improvement work should commence only after approval from the City. Work already started or completed before approval will not be considered.
4. Cash incentive will be the lower of the two amounts as calculated by the following 2 methods.

Maximum amount of cash considered: \$10,000 and can never exceed 75% of actual investment (net of HST).

**Method 1** (based on actual investment, net of HST)

For the first \$10,000:	75%
For investment amount above: \$10,000:	50%

Example a: For an investment of \$6,000, cash incentive will be 75% of \$6,000, which is \$4,500.

b.: For investment of \$20,000, 75% for the first \$10,000 (\$7,500) and 50% for the balance amount (50% of \$10,000). But total incentive will not exceed \$10,000, which is the overall cap.

**Method 2** (based on value of the commercial property)

10% of the assessed value of the property.

Example: Property value: \$80,000. Maximum cash incentive will be 10% which is \$8,000. However, if work is done for \$8,000, according to Method 1, the customer will be eligible for 75% of \$8,000, which is \$6,000.

5. Exclusively for Downtown businesses, blade signs shall be eligible for 75% reimbursement (net of HST). However, as a special introductory offer, in 2019, 100% of expenses will be reimbursed.

These signs will have to be procured from City-approved vendors. City will settle the accounts directly with the vendors on a quarterly basis (or as decided). The limit of reimbursement will be set after discussions with vendor in due course.

6. Cost incurred on project consultants will be an eligible cost.
7. Number of modifications required will be 2 for projects with total cost over \$10,000 and 1 for project costing less than \$10,000. In case of landscaping and accessibility related improvements (wheelchair ramp), only 1 modification will be eligible.

If necessary, a building inspector may approve the plan of improvements on the basis of real improvement value of the façade.

8. A property may be considered only once in a block of 3 years. After 3 years, it may be eligible for consideration again.
9. Only one Quote from a sound supplier/contractor should be good for every improvement.

In cases where there is a seemingly conflict of interest (for example, applicants who are also contractors), the City may insist on a second quote at its discretion.

10. Evaluation of applications will be done on by a committee comprising of representatives of the City and external stakeholders, as approved by the Director of CEDP.

The decision of the Committee will be final and binding.

