



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Committee of the Whole Meeting of the Corner Brook City Council, to be held on **September 13, 2021 at 7:00 p.m. Council Chambers, City Hall.**

CITY CLERK

| Page | |
|----------|--|
| 1 | CALL MEETING TO ORDER |
| 2 | APPROVALS |
| | 2.1 Approval of Agenda |
| 3 - 6 | 2.2 Approval of Minutes [August 9, 2021] |
| 7 - 8 | 2.3 Confirmation of Minutes |
| 3 | BUSINESS ARISING FROM MINUTES |
| | 3.1 Business Arising From Minutes |
| 4 | CORRESPONDENCE/PROCLAMATIONS/PETITIONS/ |
| 9 - 14 | 4.1 Proclamations |
| 5 | DEVELOPMENT & PLANNING |
| 15 - 19 | 5.1 Replacement of Single Dwelling - 800 O'Connell Drive |
| 21 - 22 | 5.2 Development and Planning Committee Updates |
| 23 - 26 | 5.3 Approval to Adopt the proposed MP and DR 21-01 amendments and give approval to advertise a scheduled public hearing for October 12, 2021 |
| 6 | COMMUNITY SERVICES DIVISION REPORT |
| 27 - 28 | 6.1 Community Services Project Update |
| 7 | CAPITAL PROJECTS REPORT |
| 29 - 30 | 7.1 Capital Project Updates |

| | | |
|----------|-----------|--|
| | 8 | ADVISORY COMMITTEES |
| 31 - 32 | 8.1 | Accessibility and Inclusiveness Committee Report |
| 33 | 8.2 | Youth Advisory Committee Report |
| | 9 | AGREEMENTS |
| 35 - 50 | 9.1 | Request from 49 Carberrys Rd to Lease City Land between 49 & 53 Carberrys Rd |
| 51 - 66 | 9.2 | Request from 50 Carberrys Rd to Lease City Land between 49 & 53 Carberrys Rd |
| 67 - 82 | 9.3 | Request from 53 Carberrys Rd to Lease City Land between 49 & 53 Carberrys Rd |
| 83 - 89 | 9.4 | City Hall Exterior Repairs Contract 2021-16 |
| 91 - 94 | 9.5 | St. Mary's Brook Box Culvert Rehabilitation - Phase 2 - 2021-22 |
| 95 - 100 | 9.6 | City Hall Cleaning Services 2021-18 |
| | 10 | CITY MANAGER REPORT |
| 101 | 10.1 | City Manager Report |
| | 11 | OTHER BUSINESS |
| | 11.1 | In Camera Items (If Required) |
| | 12 | ADJOURNMENT |

**MINUTES OF A COMMITTEE OF THE WHOLE OF
THE COUNCIL OF THE CITY OF CORNER BROOK
MONDAY, 9 AUGUST, 2021 AT 12:00 PM**

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

CALL MEETING TO ORDER: The meeting was called to order at 12:00 noon

COW21-118 Approval of Agenda

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the agenda as circulated. **MOTION CARRIED.**

COW21-119 Approval of Minutes - Committee of the Whole Meeting - 12 July 2021

On motion by Councillor B. Staeben, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the Minutes of the Committee of the Whole Meeting of 12 July 2021 as presented. **MOTION CARRIED.**

COW21-120 Business Arising From Minutes

There was some discussion regarding the Election Signage Policy which was approved at the last Public Council Meeting. It was clarified that any individual who plans to erect signage prior to nomination day will require to obtain a license from the municipal enforcement division.

COW21-121 Protective Services Statistics for month of July 2021

Councillor Granter presented the monthly activity report for the Protective Services Division.

COW21-122 Western Sno-Riders Trail Upgrade

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to authorize additional funding in the amount of \$12,000 to the Western Sno-Riders to upgrade the section of the ATV/snowmobile trail from Lundrigan Drive to the T'Railway. **MOTION CARRIED.**

COW21-123 Development and Planning Committee Updates

Councillor L. Chaisson provided an update on some of the major projects currently under development:

1. Acute Care Hospital
2. Research and Innovation Hub
3. Subway Building (Union Street)
4. SPCA Building (Lundrigan Drive)

There was some discussion regarding the Subway Drive-Thru on Union Street and whether there will be adequate parking with the new addition. The Director of Community Engineering Development and Planning agreed to review and follow-up with Council.

COW21-124 Discretionary Use - 119 Humber Road/ Proposed Convenience Store

Councillor T. Buckle disclosed that he resides in close proximity to 119 Humber Road. He requested that Council consider if he is in a conflict of interest on this agenda item.

On motion by Councillor L. Chaisson, seconded by Councillor V. Granter, it is **RESOLVED** that Councillor T Buckle is not in a conflict of interest. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Deputy Mayor B. Griffin, it is RESOLVED that Council in its authority approve the application for a convenience store at 119 Humber Road. **MOTION CARRIED.**

COW21-125 Community Services Project Update

Councillor T. Buckle presented an update on initiatives being pursued by the Community Services Division:

- Work is ongoing to further develop the trail network in the city. Mountain Bike Atlantic is also visiting the City to assess trail readiness.
- Mill Whistler Train is in operation
- Gros Morne Summer Music and the Graham Academy are presenting Barley Legge and the Logger' Dream production
- Base Camp Promotion is ongoing
- Griffin Drive Artwork Project should be completed by mid-August.
- Composter are available for purchase
- Transit Study and System Design Report is completed. Staff is reviewing the report and will be bringing forth recommendations to Council.
- An RFP has been issued inviting artist to submit proposals to add art to 12 traffic controller boxes and the splash pad pump house

COW21-126 Procurement Policy

On motion by Councillor B. Staeben, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the procurement policy as attached. **MOTION CARRIED.**

COW21-127 2021 Tax Sale Auction

On motion by Councillor B. Staeben, seconded by Councillor V. Granter, it is **RESOLVED** that Council approve the advertising and sale of the following properties at a tax sale auction in accordance with Section 162 of the City of Corner Brook Act:

| Parcel ID | Property Address | Parcel ID | Property Address |
|-----------|------------------|-----------|------------------|
| 051-055 | Youngs Avenue | 208-836 | Ezekiels Lane |
| 047-814 | O'Connell Drive | 050-729 | Wheelers Road |
| 049-599 | St Mary's Road | 042-772 | 8 Batstones Lane |
| 049-689 | Station Road | 047-812 | O'Connell Drive |
| 200-107 | O'Connell Drive | 048-353 | Petries Street |
| 046-773 | 233 Humber Road | 045-649 | Gearyville Road |
| 044-646 | Georgetown Road | 045-644 | Gearyville Road |

MOTION CARRIED.

COW21-128 Taxes & Account Receivable Write Off

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the write off of \$105,038.08 for 42 account which have outstanding taxes owing to the city. **MOTION CARRIED.**

COW21-129 Capital Project Updates

Deputy Mayor B. Griffin presented an update on the status of the following capital projects ongoing in the City:

- Recreation Center
- 2021 Asphalt Program
- St. Mary's Brook Culvert Replacement
- Mt. Bernard Sanitary Sewer Study
- Steady Brook Water Study
- Multi Year Capital Projects (2020-2023)

COW21-130 Confederation/West Valley Roundabout Change Order 1

On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** to approve contract change order no. 1 between the City of Corner Brook and Marine Contractor for the Confederation/West Valley

Roundabout project with a decrease in contract of \$28,490.07(HST included). **MOTION CARRIED.**

COW21-131 In Camera Items

Mayor Parsons advised that Council will be going in camera to discuss a personnel matter.

ADJOURNMENT

The meeting adjourned at 12:45 p.m.

City Clerk

Mayor



Request for Decision (RFD)

Subject: Confirmation of Minutes

To: Rodney Cumby
Meeting: Committee of the Whole - 13 Sep 2021
Department: City Manager
Staff Contact: Marina Redmond, City Clerk
Topic Overview: To approve Minutes from Council in Committee Meetings

BACKGROUND INFORMATION:

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 RESOLUTION:

Council in Committee Meeting – 8 April 2019

It is resolved to ratify minute CC19-022- Approval of Agenda

RESOLVED to waive the 24-hour notice of meeting.

It is resolved to ratify minute CC19-023 - Participark Redevelopment Proposal

RESOLVED the City of Corner Brook will provide maintenance on Participark upon redevelopment.

Council in Committee Meeting – 9 December 2019

It is RESOLVED to ratify Minute – CC19-096 - Land Acquisition- Country Road Industrial Park

RESOLVED to authorize staff to enforce the terms of the purchase and sale agreement as it pertains to the property at 51 Lundrigan Drive and to take back the property.

Council in Committee Meeting - 3 November 2020

It is RESOLVED to ratify Minute CC20-072 - COVID RELIEF FUND

RESOLVED to commit an allocation of \$75,000 toward the construction of a new bandstand at Bartlett Point, subject to receiving partnership funding. It is FURTHER RESOLVED to direct staff to explore funding options for the construction of a new bandstand at Bartlett's Point

It is RESOLVED to ratify Minute CC20-074 - COVID RELIEF FUND

RESOLVED to authorize staff to submit the Great Trail Enhancement Project (Phase I) for the COVID Relief Funding.

Council in Committee Meeting 23 August 2021

It is resolved to ratify minute CC21-019 - Multi Year Capital Works Program (2020-2023)

RESOLVED to accept the cost-shared funding as outlined in the Transportation and Infrastructure project approval letter dated May 4, 2021, to complete projects under the 2020-2023 Multi-Year Capital Works Program. It is FURTHER RESOLVED to authorize the Mayor and City Manager to sign the 2020-2023 Multi-Year Capital Works Agreement with the Department of Transportation and Infrastructure on behalf of the City of Corner Brook.

GOVERNANCE IMPLICATIONS:

Legislation
City of Corner Brook Act
41(3)

Legal Review: No

Legislative Assistant

Approved - 10 Sep 2021

City Manager



Information Report (IR)

Subject: Proclamations

To: Marina Redmond
Meeting: Committee of the Whole - 13 Sep 2021
Department: City Manager
Staff Contact: Jessica Smith, Legislative Assistant
Topic Overview: To recognize the efforts and commitments of events and organizations that enhance the community four proclamations are being brought forward to increase public awareness of these events
Attachments: [Prostate Cancer Awareness Month](#)
[Childhood Cancer Awareness Month](#)
[World Suicide Prevention and Awareness Day 2021](#)
[Wrongful Conviction Day 2021](#)

BACKGROUND INFORMATION:

Proclamations have been signed recognizing the following events in the City of Corner Brook.:

- **SEPTEMBER 2021 - PROSTATE CANCER AWARENESS MONTH;**
- **SEPTEMBER 2021 - CHILDHOOD CANCER AWARENESS MONTH;**
- **SEPTEMBER 10, 2021 - SUICIDE AWARENESS DAY;**
- **OCTOBER 2, 2021 - WRONGFUL CONVICTION DAY;**

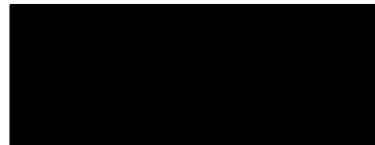
City Clerk
 Legislative Assistant

Approved - 10 Sep 2021
 Approved - 10 Sep 2021

City Manager

**PROCLAMATION
Prostate Cancer Awareness Month
September 2021**

WHEREAS, Prostate Cancer is the most common cancer among Canadian men; and
WHEREAS, 1 in 9 men in Newfoundland & Labrador will be diagnosed with the disease; and
WHEREAS, the survival rate for Prostate Cancer is nearly 100% when detected early, but 3 of 4 men will die when found late; and
WHEREAS, those with a family history of the disease are at a greater risk; and
WHEREAS, awareness and conversations about Prostate Cancer can lead to screening and early Detection; and
WHEREAS, the City of Corner Brook supports everyone committed to raising awareness about Prostate Cancer;
THEREFORE, I, Mayor Jim Parsons on behalf of the City of Corner Brook, do hereby proclaim **September, 2021 as Prostate Cancer Awareness Month** in the City of Corner Brook.



Jim Parsons, Mayor

PROCLAMATION

CHILDHOOD CANCER AWARENESS MONTH SEPTEMBER 2021

CITY OF CORNER BROOK

- WHEREAS:** THERE ARE ABOUT 10,000 CHILDREN LIVING WITH CANCER IN CANADA TODAY;
AND
- WHEREAS:** EACH YEAR, ABOUT 1600 CASES ARE DIAGNOSED; OVER 25 OF WHICH ARE
CHILDREN IN NEWFOUNDLAND AND LABRADOR;
- WHEREAS:** IN CANADA, CHILDHOOD CANCER REMAINS RESPONSIBLE FOR MORE DEATHS
FROM ONE YEAR THROUGH ADOLESCENCE THAN ANY OTHER DISEASE; AND
- WHEREAS:** ABOUT ONE IN FOUR CHILDREN WHO ARE DIAGNOSED WITH CANCER WILL DIE OF
THE DISEASE;
- WHEREAS:** BECAUSE OF SIGNIFICANT ADVANCES IN THERAPY, 78% OF CHILDREN
DIAGNOSED WITH CANCER WILL SURVIVE 5 YEARS OR MORE, AN INCREASE OF
ALMOST 46% SINCE THE EARLY 1960S.
- WHEREAS:** CHILDHOOD CANCERS HAVE CLOSE TO A 75% CURE RATE, WITH LEUKEMIA
LEADING THE SUCCESS CHARGE WITH CLOSE TO 90% OVERALL CURE RATE.

NOW THEREFORE: I, _____, ON BEHALF OF THE CITY OF CORNER BROOK DO HEREBY
PROCLAIM **SEPTEMBER 2021** AS "**CHILDHOOD CANCER AWARENESS MONTH**" IN THE CITY OF
CORNER BROOK.



Candlelighters
Newfoundland & Labrador

Jim Parsons, Mayor
City of Corner Brook



City of Corner Brook

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

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

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

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

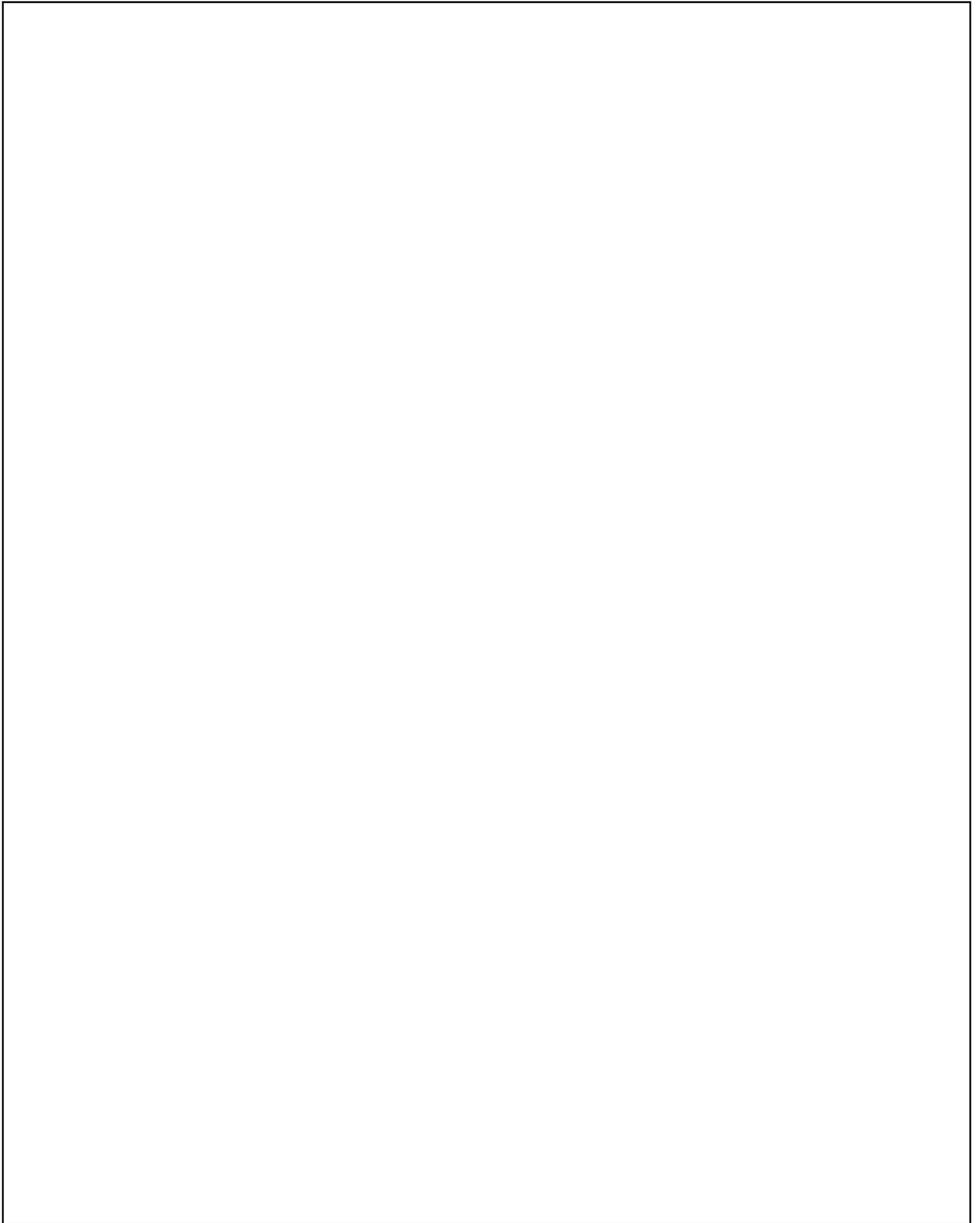
WHEREAS the victims of suicide are not just the dead: they include the survivors dealing with false guilt in addition to legitimate grief; and

WHEREAS most suicides are preventable;

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

DATED at Corner Brook, Newfoundland, this 10th day of September 2021

Jim Parsons, Mayor





PROCLAMATION

Wrongful Conviction Day

October 2, 2021

Whereas the loss of one's freedom due to a wrongful conviction has far-reaching and devastating consequences which not only affects the innocent individual's life but also affects the quality of life of their families and has a harmful effect on society as a whole; and

Whereas wrongful convictions question the integrity and fairness of the criminal justice system and unless corrected undermines societies trust in their criminal justice system; and

Whereas Wrongful Conviction Day is a global movement dedicated to advocating for innocent individuals who have been wrongly convicted of a crime they did not commit. The implementation and recognition of this day is the start to reaching a broader audience regarding the importance surrounding miscarriages of justice. A proclamation will assist to advocate, educate, and create awareness around those miscarriages of justice in hope for reform to minimize the effect it could have on another individual.

Therefore I, _____ Mayor of _____ do hereby proclaim October 2, 2021, as:

“WRONGFUL CONVICTION DAY”
in the City of _____

Mayor

Date



Request for Decision (RFD)

Subject: Replacement of Single Dwelling - 800 O'Connell Drive

To: Deon Rumbolt

Meeting: Committee of the Whole - 13 Sep 2021

Department: Development and Planning

Staff Contact: James King,

Topic Overview:

Attachments: [Memo to Deon - Replace Dwelling 800 O'Connell Drive](#)
[DOC090921-09092021153041](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to replace the single dwelling located at 800 O'Connell Drive. This dwelling is located in a Rural Zone under the City of Corner Brook Development Regulations where a single dwelling use is a "Discretionary Use" of the Regulations and as such, the replacement of a single dwelling in this zone is to be approved by the Authority.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to replace the single dwelling located at 800 O'Connell Drive in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations

City of Corner Brook Development Regulations

11

Legal Review: Yes

RECOMMENDATION:

Development & Planning staff recommends Option 1.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the application to replace the single dwelling located at 800 O'Connell Drive in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That the Council of the City of Corner Brook not approve the application to replace the single dwelling located at 800 O'Connell Drive in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook give other direction to Staff.

| | |
|---|------------------------|
| | Approved - 09 Sep 2021 |
| Director of Community, Engineering, Development & Planning | Approved - 09 Sep 2021 |
| Executive Assistant | Approved - 09 Sep 2021 |

City Manager

Memo

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **800 O'Connell Drive – Replace Dwelling in a Rural Zone**
Date: September 9, 2021

The City of Corner Brook has received an application to replace the dwelling located at 800 O'Connell Drive which is located in a Rural Zone.

A single dwelling is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone.

After review of the application, the City's Engineering Dept. has indicated that this property is serviced with water; however, no sanitary sewer service is available. As a result, a septic system (approved by the provincial government) will have to be installed on the property to collect the sanitary sewer waste. Also, storm sewer water should be able to be directed to open ditches in the area. In regard to access, as this property fronts onto a portion of O'Connell Drive which is under the provincial government jurisdiction, the current access to the property will have to remain unchanged unless prior written approval from the Dept. of Transportation and Works is obtained by the applicant with a copy submitted to the City of Corner Brook. Finally, in regard to fire suppression, this property in the past did not meet the current requirements with regard to a dwelling being located within an acceptable distance to a fire hydrant. Recent upgrades to the waterline in this area now have this property in close proximity to a fire hydrant.

In light of the above, after reviewing all pertinent information, I see no impediment for this proposed development to proceed.

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

James King, CET, CPT
Development Inspector I

King, James

From: Stewart, Shelley
Sent: August 13, 2021 4:26 PM
To: King, James
Subject: Fw: Online Permit Submission

From: ONLINE PERMIT SUBMISSION <noreply@cornerbrook.com>
Sent: Friday, August 13, 2021 2:27:41 PM
To: Stewart, Shelley
Subject: Online Permit Submission

| | |
|--|--|
| Date | 08/13/2021 |
| Owner Name | [REDACTED] |
| Phone Number | [REDACTED] |
| Email | [REDACTED] |
| Owner / Applicant Address | [REDACTED] [REDACTED] [REDACTED] [REDACTED] |
| Property Address | [REDACTED] [REDACTED] [REDACTED] [REDACTED] |
| Builder Name | [REDACTED] |
| Builder Address | 800 O'Connell drive Corner brook, Newfoundland and Labrador Canada Map It |
| Development Type (Please check appropriate box) | <input checked="" type="checkbox"/> RESIDENTIAL DEMOLITION |
| Description of Work | 800 O'Connell drive Tear down old house construct a new one |

Estimated Construction Value (MATERIALS & LABOUR)

\$ 200,000.00 CAD

DECLARATION

I agree to terms in the declaration

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.

Consent

I agree to the privacy policy stated below.

The City of Corner Brook uses this web form to collect your information in order to better administer programs and services that citizens use and rely on. The City of Corner Brook committed to protecting the privacy of individuals who chose to utilize these services.

This information is collected in compliance with the Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015) and will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose unless you expressly consent otherwise. This information is not disclosed to other public bodies or individuals except as authorized by ATIPPA, 2015.

~~DISCLAIMER: The Information contained in this transmission and any attachments may contain privileged and confidential information and may be legally privileged. It is intended only for the use of the person (s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication is strictly prohibited. Views or opinions expressed in this e-mail message are those of the author only.~~

DISCLAIMER: The Information contained in this transmission and any attachments may contain privileged and confidential information and may be legally privileged. It is intended only for the use of the person (s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication is strictly prohibited. Views or opinions expressed in this e-mail message are those of the author only.



Information Report (IR)

Subject: Development and Planning Committee Updates

To: Rodney Cumby

Meeting: Committee of the Whole - 13 Sep 2021

Department: Development and Planning

Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning

Topic Overview: There are many projects currently underway in the City and this is an update on some of the projects that may be of interest to Council and the public.

BACKGROUND INFORMATION:

IMSP and Development Regulations Update Project

The project is now well underway with a focus on the consultation component of the project. The team is now in the process of compiling all of the information they heard from the public, Council, staff and stakeholder groups that participated in the consultation sessions.

For further information on the project please visit: www.cornerbrookplan.ca

CB Acute Care Hospital (Healthcare Crescent)

The project is progressing on schedule and is expected to be complete in 2024.

Research & Innovation Hub (The old HR Building at 1 Mill Road)

Full building permits have been issued and construction is ongoing.

Pro Choice Auto Glass – (396 O’Connell Drive)

Permit has been issued for above grade structural and architectural.

SPCA Building: (Lundrigan Drive)

The final permit has been issued for the building

New Vet Clinic – (25 Poplar Road)

Civil/Site works permit was amended to include below slab & site electrical.

Justin French – Medical Building (Grenfell Drive)

Majority of Building is occupied with permit issued for 2nd floor doctor's offices.

Shoppers Drug Mart Expansion – (Millbrook Mall):

Construction is on-going, anticipated completion in a few weeks.

New Gospel Hall Church, (replacing existing building with new building) (Country Rd)

Plans have been reviewed with an anticipated late spring/summer start date.

New Subway Building: (Union Street)

Permit has been issued to complete the building.

Barry's Seafood Expansion – (Griffin Drive)

Permits have been issued for the replacement of three large buildings (approx. 31000 ft²). Work is continuing on this project.

| | |
|---|------------------------|
| Director of Community, Engineering, Development & Planning | Approved - 10 Sep 2021 |
| Legislative Assistant | Approved - 10 Sep 2021 |

City Manager



Request for Decision (RFD)

Subject: Approval to Adopt the proposed MP and DR 21-01 amendments and give approval to advertise a scheduled public hearing for October 12, 2021

To: Rodney Cumby
Meeting: Committee of the Whole - 13 Sep 2021
Department: Development and Planning
Staff Contact: Randa James, Supervisor of Planning
Topic Overview:

BACKGROUND INFORMATION:

The Applicants are proposing to add two additional Propane Storage Tanks at this site to increase their total site capacity to 621,000 litres or 164,000 USWG (United States Water Gallons) from the current limitation of 341,000 litres or 90,000 USWG. The requested increase is the result of supply issues related to local refinery closures which have affected Superior Propane's ability to acquire the majority of their supply.

On July 26, 2021 Council was introduced to these proposed amendments to allow the requested increase in storage capacity, The Department of Municipal Affairs has completed their review as per the Urban and Rural Planning Act s15 and on September 9, 2021 the Department advised of no concerns so if desired, Council can proceed to adopt the amendments and schedule a public hearing. This current request is for Council to adopt the proposed MP and DR 21-01 amendments and give approval to advertise a scheduled public hearing and to secure a Commissioner to hear potential public concerns and prepare a report on the hearing and proposed amendments.

The City of Corner Brook is proposing to amend:

Section 4.5 Industrial Policies of the 2012 Integrated Municipal Sustainability Plan is amended by deleting item 4.5.3 Policies, Hazardous Industrial Areas # 26(a) and replacing it with the following policy statement:

26(a) The bulk storage of hazardous materials on each lot is to be determined and found acceptable by the Authority, in consultation with Service NL.

And;

Development Regulation Amendment 21-01 as per the Urban and Rural Planning Act s.16, to amend the Section 149.6 Preamble of the Development Regulations by deleting and replaced by the following:

6. Hazardous Industry

The uses permitted in this class are limited to the bulk storage of flammable and hazardous liquids and substances and the total volume of storage on each lot shall be determined by the Authority, in consultation with Service NL.

And;

*Section 149.6(b) of the Development Regulations shall be deleted and replaced by the following:
(b) Separation distances shall be appropriate to maintain public safety, fire safety and landscape separation for the protection of the amenity of the surrounding uses.*

Communication Strategy: In accordance with section 14 of the Act, City staff conducted public consultation by placing a Notice of Public Consultation on the City of Corner Brook's IMSP / Development Regulation Amendments web page, Twitter and Facebook pages advising of Council's intent to pursue the proposed Amendment. The notices request written comments from the public, which may support or oppose the amendment, from July 29, 2021 to August 13, 2021. City staff provided the public with a chance to inspect and provide comments on the Amendment at City Hall during regular hours. No concerns or objections were raised during the public consultation stage of the proposed amendment.

PROPOSED RESOLUTION:

Be it RESOLVED that the Council of Corner Brook:

- (1) The Corner Brook City Council RESOLVES to adopt the proposed Municipal Plan Amendment 21-01 as per the Urban and Rural Planning Act s.16;**
- (2) Set Oct 12, 2021 at 7:00 p.m. in the Hutchings Room at City Hall for the tentative Public Hearing;**
- (3) Authorize staff to cancel the Public Hearing in the event that no objections are received, or no member of the public expresses intent to attend the Public Hearing, 48 hours prior to the tentative Public Hearing; and**

RECOMMENDATION:

That the Council of the City of Corner Brook adopt the MP-DR amendments 21-01 and authorizes staff to schedule the Public Hearing for October 12, 2021

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook adopt the MPDR amendments 21-01 and authorizes staff to schedule the Public Hearing for October 12, 2021.
2. That the Council of the City of Corner Brook not adopt the MPDR amendments 21-01 and authorizes staff to not schedule a Public Hearing.
3. That the Council of the City of Corner Brook provides other direction to Staff.

| | |
|---|------------------------|
| | Approved - 13 Sep 2021 |
| Director of Community, Engineering, Development & Planning | Approved - 13 Sep 2021 |
| Legislative Assistant | Approved - 13 Sep 2021 |

City Manager

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT
CITY of CORNER BROOK
INTEGRATED MUNICIPAL SUSTAINABILITY
PLAN 2012 AMENDMENT No. MP-21-01**

Under the authority of Section 16 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook adopts the Corner Brook Municipal Plan 2012 Amendment No. MP 21-01.

Adopted by the City Council of Corner Brook on the ----- day of -----, 2021.

Signed and sealed this ----- day of -----, 2021.

Mayor: _____

(Council Seal)

Clerk: _____

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Municipal Plan Amendment No. MP 21-01 has been prepared in accordance with the requirements of the *Urban and Rural Planning Act*.

MCIP: _____

(MCIP Seal)

**URBAN AND RURAL PLANNING ACT
RESOLUTION TO ADOPT
CITY of CORNER BROOK
2012 DEVELOPMENT REGULATIONS AMENDMENT No. DR 21-01**

Under the authority of Section 16 of the *Urban and Rural Planning Act 2000*, the City Council of Corner Brook adopts the Corner Brook Development Regulations 2012 Amendment No. DR 21-01.

Adopted by the City Council of Corner Brook on the ---- day of -----, 2021.

Signed and sealed this ---- day of -----, 2021

Mayor: _____

(Council Seal)

Clerk: _____

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment No 21-01 has been prepared in accordance with the requirements of the *Urban and Rural Planning Act*.

MCIP: _____

(MCIP Seal)



Information Report (IR)

Subject: Community Services Project Update

To: Rodney Cumby

Meeting: Committee of the Whole - 13 Sep 2021

Department: Community Services

Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning

Topic Overview: There are many things happening in the Community Services world and here is a taste of what is going on in the City.

BACKGROUND INFORMATION:

Trails

Staff continue to work with funding partners and local groups to further develop the trail networks in and around the City.

Mountain Bike Atlantic (MBA) are in the process of developing a “Market Readiness” report for the City after their recent visit and are sending their PR team to the area this fall to develop content for social media and their website. This is an exciting step in furthering the City’s profile as an adventure tourism hub.

Mill Whistler

The train is now shut down for the season after another very successful year but will still be available for special events into the fall season. If anyone would like to rent the train for a special event, please contact Glenda Simms (gsimms@cornerbrook.com or 637-1588) for availability and pricing.

CB Nuit 2021 (4th annual) After Dark Art Festival

Come join us for these magical and inspiring evenings of art on West Street from September 24th-26th. Please visit www.cbnight.com for more details.

Cabox Art and Adventure Festival (September 17th-19th)

The City is providing support to this new festival being hosted by artist Jenn Thornhill Verma in partnership with Cabox Aspiring Geopark, MUNL (Grenfell) and Qalipu First Nation.

The two day festival host several events including:

- Adventure Tours
- Jam Jam Drumming Circle
- Youth Art Workshops
- Adult Art Workshops
- Trail Tours
- Cabox Kitchen Party
- Open air market and music

For more information, please visit <https://jennverma.ca/cabox-art-and-adventure-festival/> for more details.

Composters

Staff wishes to remind residents that backyard composters are now available to residents of the City at a subsidized cost. These dual-compartment, tumbler style composters are available at City Hall for \$44.00+HST. Please call 637-1666 to order.

Transit Study and System Design

Now that Council has accepted the report and the recommendations in principle, staff will continue to work on the implementation phase of the project.

| | |
|---|------------------------|
| Director of Community, Engineering, Development & Planning | Approved - 10 Sep 2021 |
| Legislative Assistant | Approved - 10 Sep 2021 |

City Manager



Information Report (IR)

Subject: Capital Project Updates

To: Rodney Cumby

Meeting: Committee of the Whole - 13 Sep 2021

Department: Engineering

Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning

Topic Overview: This report is intended to serve as an update on Capital Projects that may be of interest to the public and Council.

BACKGROUND INFORMATION:

Corner Brook Regional Recreation Centre

Staff continue to work with the Owners Advisor and the Design Build Proponent on the final details of a contract and expect to have something in front of Council next month.

Staff is also working with Grenfell representatives to develop agreements required for the project to proceed.

2021 Asphalt Program

The \$2,000,000 asphalt program for 2021 is now in full swing and is around 80% complete. The contractor has now begun to address the list of patches required as part of the contract. Stay tuned for updates regarding progress and where the contractor will work next.

Mt. Bernard Sanitary Sewer Study

The study is now complete and staff will be meeting with Department of Transportation and Infrastructure in the next couple of weeks to discuss the report and to develop a move forward plan for the project.

Steady Brook Water Study

The study is currently well underway (about 75 % complete) and staff are meeting with the consultant this week and are expecting a report by the end of this month. The intent is to have the report finalized so that the Town of Steady Brook can apply for project funding this fall if the report recommends that the project proceed.

Multi Year Capital Projects (2020-2023)



Information Report (IR)

Subject: Accessibility and Inclusiveness Committee Report

To: Marina Redmond

Meeting: Committee of the Whole - 13 Sep 2021

Department: City Manager

Staff Contact: Jessica Smith, Legislative Assistant

Topic Overview: Accessibility and Inclusiveness Committee Report

BACKGROUND INFORMATION:

The Accessibility and Inclusiveness Committee met on August 31, 2021, to review some of the initiatives the Committee would like to pursue going forward, including;

- The Committee would like a review the report on the accessibility of public washrooms in City Hall;
- The Committee would like to have an opportunity to provide input on future projects and developments in the City from an accessibility perspective
- The Committee suggested having a City staff member designated to oversee accessibility standards to ensure compliance;
- The Committee would like to make more businesses, especially in the downtown area, more accessible and recommended looking at programs and incentives to help businesses access funding to help make their business more accessible;
- The Committee would like to develop a working list of accessibility issues in the city such as interlocking brick, lips on doorways, non-accessible transitions, and lack of accessible areas - (example picnic tables in the parks. The Committee would like to work towards being a source of input for staff regarding the accessibility issues within the City so that it is coming directly from residents in the City that experience accessibility barriers first hand;
- The Committee would like to see more representation of City staff at future meetings, including Engineering Staff, Business Staff, City Manager, Public Works, etc
- The Committee would like for accessibility to be a requirement for events within the City, both City hosted and external vendor events;

City Clerk
Legislative Assistant

Approved - 10 Sep 2021
Approved - 10 Sep 2021

City Manager



Information Report (IR)

Subject: Youth Advisory Committee Report

To: Marina Redmond
Meeting: Committee of the Whole - 13 Sep 2021
Department: City Manager
Staff Contact: Jessica Smith, Legislative Assistant
Topic Overview: Youth Advisory Committee Report

BACKGROUND INFORMATION:

On August 24th, 2021 the Youth Advisory Meeting met to review some of the initiatives that they would like the Committee to pursue going forward, including

- The Committee would like to have the opportunity to provide input into projects that the City undertakes to ensure the youth perspective is considered in projects, developments, and policies of the City;
- The Committee would like to attend Council meetings in an effort to gain a better perspective of the decision-making process within the City;
- The Committee would like to explore opportunities and incentives to increase youth volunteering in the community;
- The Committee would like to follow up with volunteering at the Xavier House - Committee Members had planned to spend some time with the residents of Xavier House but were unable to do so due to COVID,
- The Committee would like to increase its social media presence;
- The Committee would like to have more involvement with city events, including parades, and other annual events;
- The Committee would like to conduct annual recruitment of new members. They are also interested in partaking in a team-building workshop to identify Committee goals and improve team-building amongst the Committee

City Clerk
 Legislative Assistant

Approved - 10 Sep 2021
 Approved - 10 Sep 2021

City Manager



Request for Decision (RFD)

Subject: Request from 49 Carberrys Rd to Lease City Land between 49 & 53 Carberrys Rd

To: Dale Park
Meeting: Committee of the Whole - 13 Sep 2021
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To execute a Lease agreement with the resident of 49 Carberrys Road
Attachments: [51 Parcel C](#)
[51 Carberrys Lease Area](#)
[Carberrys Road lease](#)

BACKGROUND INFORMATION:

Land Management was also approached by the owner of 49 Carberrys Road to lease City land for the purpose of more parking and beautification. This land was left vacant to leave access to the land behind Carberrys Road for the future MacDonal Brown Subdivision. Currently being used by property owners in the area and has an approximate frontage of 15.1 m (49.5ft) and an area of 527m² (5,671ft²)

This is one of the other property owners who also expressed interest in leasing the same City land for parking and after further review, it was determine that there was a sufficient amount of land to split the City land into 3 parts. Therefore each property owner would have the chance to lease a 5m (16.4ft) portion with an approximate area of 173m² (1,861ft²)

If approved the lease will be limited to residential vehicles only, commercial vehicles shall not be permitted.

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 49 Carberrys Road for City land on Carberrys Road

FINANCIAL IMPACT:

The City will receive addition tax revenue

GOVERNANCE IMPLICATIONS:

Policy
 Other
 City of Corner Brook Policy
 07-08-05

Legal Review: No

RECOMMENDATION:

Staff recommends Council approve the lease of City land to the owner of 49 Carberrys Road

ALTERNATIVE IMPLICATIONS:

1. Approve the lease
 - a. Land will be maintained and additional tax revenue
2. Reject the lease
 - a. Land will be left as is and the loss of potential tax revenue

Director of Finance & Administration Approved - 08 Sep 2021

Executive Assistant Approved - 09 Sep 2021

City Manager

**DESCRIPTION OF LAND FOR
THE CITY OF CORNER BROOK
Carberrys Road, Corner Brook**

Parcel C

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

Beginning at a point on the northeast limit of Carberrys Road, the said point being the westerly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,421,993.583 and East 342,806.240;

RUNNING THENCE from the above described point of beginning by land of the City of Corner Brook, Parcel A, and by land of Ken Walsh and Patty Sheppard, north sixty-three degrees thirty minutes twenty-five seconds east (N 63° 30' 25" E) thirty five decimal one two one (35.121) metres;

THENCE RUNNING by land of the City of Corner Brook, south thirty-one degrees twenty-nine minutes thirty-five seconds east (S 31° 29' 35" E) fifteen decimal zero five seven (15.057) metres;

THENCE RUNNING by land of Edward Johnson, and by land of the City of Corner Brook, Parcel B, south sixty-three degrees thirty minutes twenty-five seconds west (S 63° 30' 25" W) thirty-five decimal one two one (35.121) metres;

THENCE RUNNING along the northeast limit of Carberrys Road, north thirty-one degrees twenty-nine minutes thirty-five seconds west (N 31° 29' 35" W) fifteen decimal zero five seven (15.057) metres, more or less, to the point of beginning;

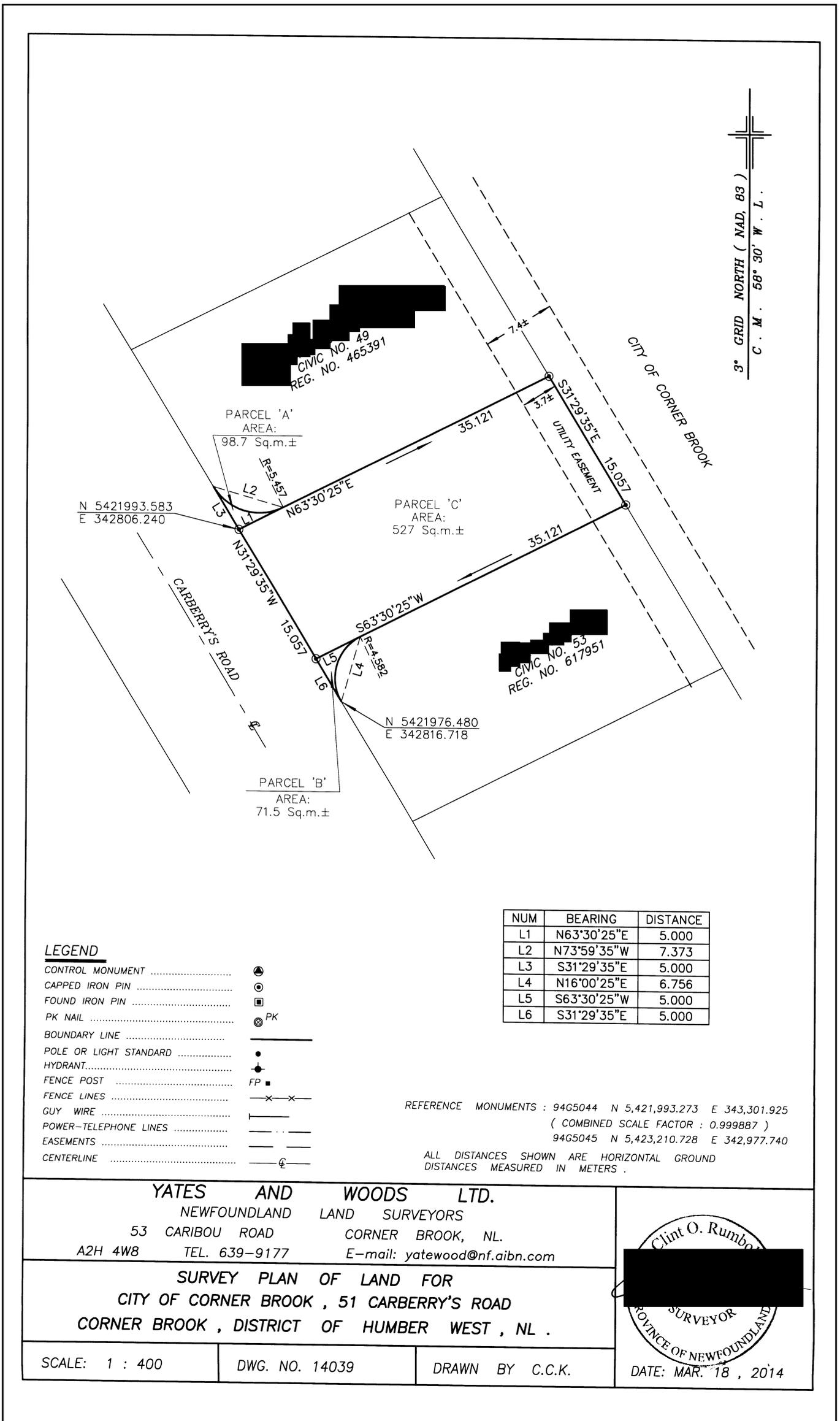
Containing an area of five hundred twenty-seven (527) square metres, more or less, and being more particularly shown as Parcel C on Yates and Woods Limited drawing no. 14039, dated March 18, 2014;

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

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

Yates and Woods Limited





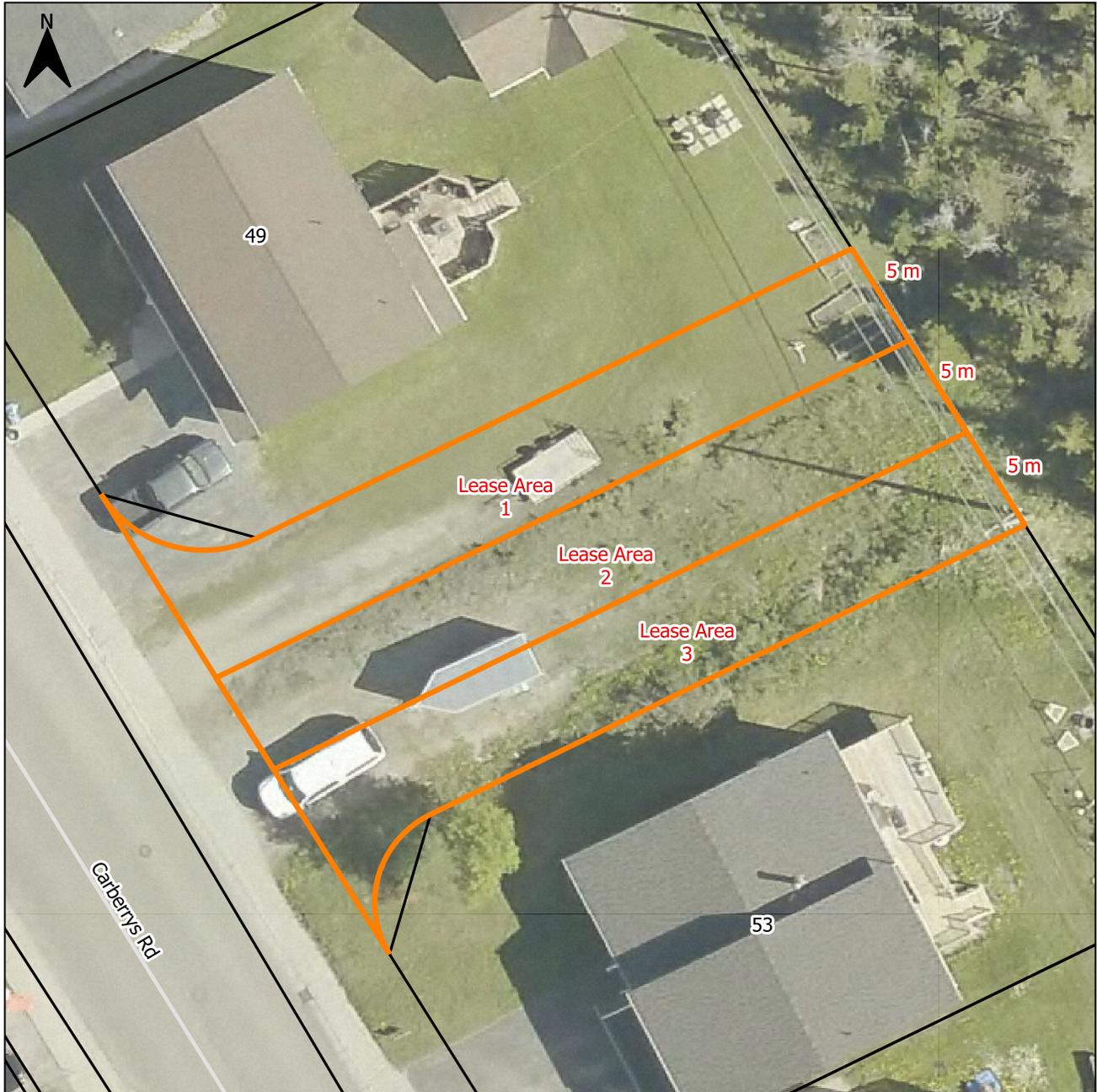
YATES AND WOODS LTD.
 NEWFOUNDLAND LAND SURVEYORS
 53 CARIBOU ROAD CORNER BROOK, NL.
 A2H 4W8 TEL. 639-9177 E-mail: yatewood@nf.aibn.com

SURVEY PLAN OF LAND FOR
CITY OF CORNER BROOK , 51 CARBERRY'S ROAD
CORNER BROOK , DISTRICT OF HUMBER WEST , NL .

SCALE: 1 : 400 DWG. NO. 14039 DRAWN BY C.C.K.

Clint O. Rumbolt
 SURVEYOR
 PROVINCE OF NEWFOUNDLAND
 DATE: MAR. 18 , 2014

Schedule "A"



| LEGEND | NOTES |
|---|---|
| <p>Location of Leased Land</p> <p>Survey Master June 3 2021</p> | <p>1. Unless otherwise noted, all dimensions are in metres.</p> <p>2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.</p> <p>3. 7.5 cm orthoimagery acquired in 2019.</p> <p>4. Size and shape of parcel is approximate as no survey is available</p> |



Location of Leased Land
51 Carberry's Road

| | | | |
|--------------|---------------------|-----------------|--------------|
| DRAWN BY: | DATE: 07-28-2021 | SCALE: 1:250 | FIGURE: 1 |
| APPROVED BY: | COORD SYS: | ZONE: 45 | REVISION: |



Path: \\landmanagement\1\Project and Files\Carberry's Road\51_Carberry's Road\51_Carberry's Lease Area.aprx

THIS LEASE made in duplicate as of the ____ day of _____, 2021

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 sketch 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 _____ 2021, 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).

- 2 -

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
 - d. Any modification to the grade of the Property must be approved by the Landlord and must not interfere with neighboring properties or other adjacent leases
 - e. All snow cleaning and removal must be contained within the tenants own lease area and must not interfere with neighboring properties or other adjacent leases

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

- 3 -

- 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

- 4 -

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,

- 5 -

- 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.

- 6 -

- 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.

- 7 -

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
 53 Carberrys Road
 Corner Brook, NL
 A2H 7J3

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 _____, 2021 and terminating on _____, 2026 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

- 8 -

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

- 10 -

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

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Resident

- 11 -

SCHEDULE "B"

NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to Resident to quit occupation of the Property located on Carberrys 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 _____ 2021.

Signed on behalf of CCB by:

City Manager-City of Corner Brook



Request for Decision (RFD)

Subject: Request from 50 Carberrys Rd to Lease City Land between 49 & 53 Carberrys Rd

To: Dale Park
Meeting: Committee of the Whole - 13 Sep 2021
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To execute a Lease agreement with the resident of 50 Carberrys Road
Attachments: [51 Parcel C](#)
[51 Carberrys Lease Area](#)
[Carberrys Road lease](#)

BACKGROUND INFORMATION:

Land Management was also approached by the owner of 50 Carberrys Road to lease City land for the purpose of more parking and beautification. This land was left vacant to leave access to the land behind Carberrys Road for the future MacDonald Brown Subdivision. Currently being used by property owners in the area and has an approximate frontage of 15.1 m (49.5ft) and an area of 527m² (5,671ft²)

This is one of the other property owners who also expressed interest in leasing the same City land for parking and after further review, it was determine that there was a sufficient amount of land to split the City land into 3 parts. Therefore each property owner would have the chance to lease a 5m (16.4ft) portion with an approximate area of 173m² (1,861ft²)

If approved the lease will be limited to residential vehicles only, commercial vehicles shall not be permitted.

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 50 Carberrys Road for City land on Carberrys Road

FINANCIAL IMPACT:

The City will receive addition tax revenue

GOVERNANCE IMPLICATIONS:

Policy
 Other
 City of Corner Brook Policy
 07-08-05

Legal Review: No

RECOMMENDATION:

Staff recommends Council approve the lease of City land to the owner of 50 Carberrys Road

ALTERNATIVE IMPLICATIONS:

1. Approve the lease
 - a. Land will be maintained and additional tax revenue
2. Reject the lease
 - a. Land will be left as is and the loss of potential tax revenue

Director of Finance & Administration Approved - 08 Sep 2021

Executive Assistant Approved - 09 Sep 2021

City Manager

**DESCRIPTION OF LAND FOR
THE CITY OF CORNER BROOK
Carberrys Road, Corner Brook**

Parcel C

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

Beginning at a point on the northeast limit of Carberrys Road, the said point being the westerly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,421,993.583 and East 342,806.240;

RUNNING THENCE from the above described point of beginning by land of the City of Corner Brook, Parcel A, and by land of Ken Walsh and Patty Sheppard, north sixty-three degrees thirty minutes twenty-five seconds east (N 63° 30' 25" E) thirty five decimal one two one (35.121) metres;

THENCE RUNNING by land of the City of Corner Brook, south thirty-one degrees twenty-nine minutes thirty-five seconds east (S 31° 29' 35" E) fifteen decimal zero five seven (15.057) metres;

THENCE RUNNING by land of Edward Johnson, and by land of the City of Corner Brook, Parcel B, south sixty-three degrees thirty minutes twenty-five seconds west (S 63° 30' 25" W) thirty-five decimal one two one (35.121) metres;

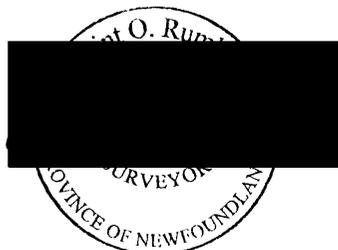
THENCE RUNNING along the northeast limit of Carberrys Road, north thirty-one degrees twenty-nine minutes thirty-five seconds west (N 31° 29' 35" W) fifteen decimal zero five seven (15.057) metres, more or less, to the point of beginning;

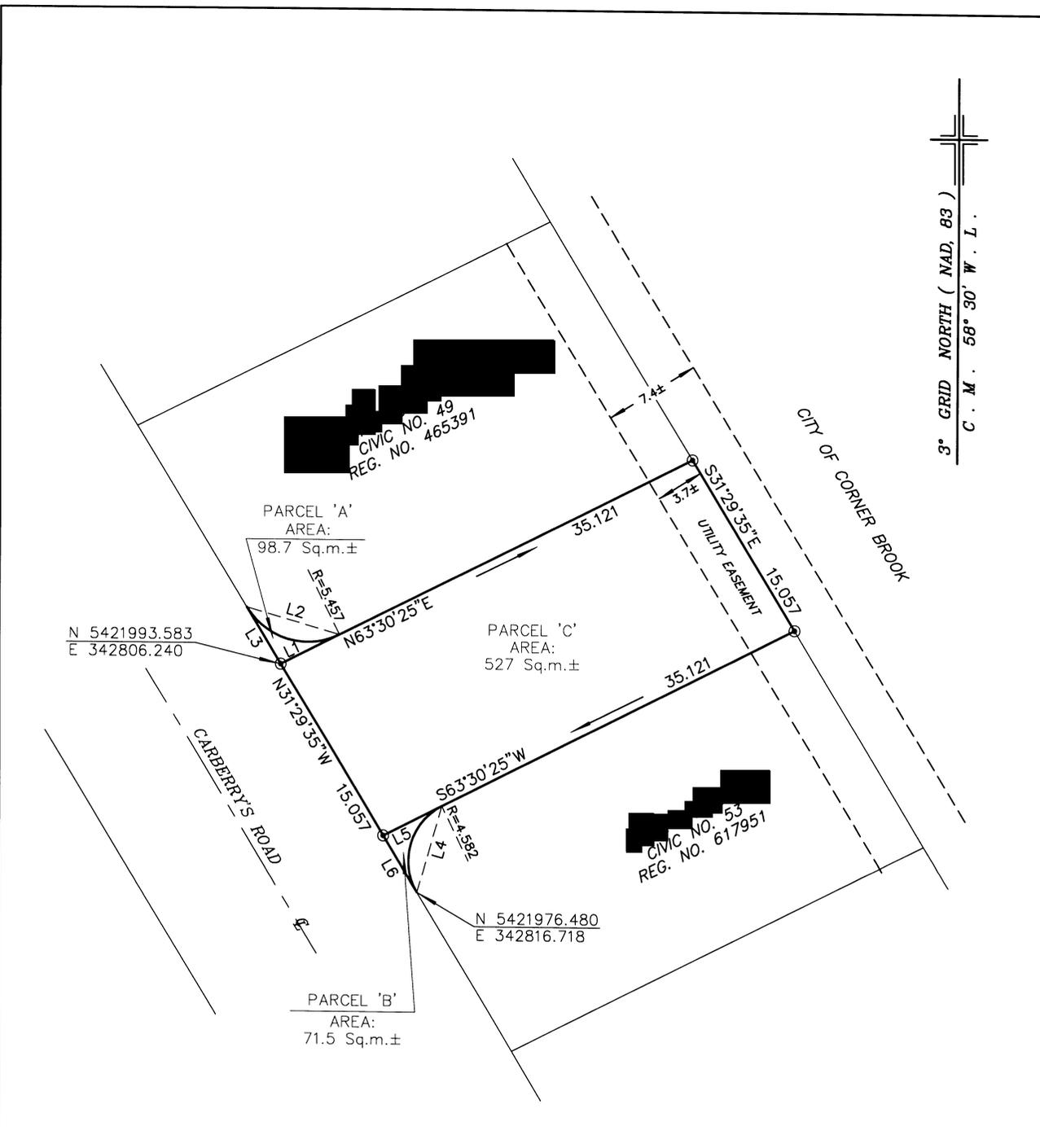
Containing an area of five hundred twenty-seven (527) square metres, more or less, and being more particularly shown as Parcel C on Yates and Woods Limited drawing no. 14039, dated March 18, 2014;

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

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

Yates and Woods Limited





3° GRID NORTH (NAD, 83)
C . M . 58° 30' W . L .

N 5421993.583
E 342806.240

PARCEL 'A'
AREA:
98.7 Sq.m.±

PARCEL 'C'
AREA:
527 Sq.m.±

PARCEL 'B'
AREA:
71.5 Sq.m.±

N 5421976.480
E 342816.718

CIVIC NO. 53
REG. NO. 617951

CIVIC NO. 49
REG. NO. 465391

LEGEND

- CONTROL MONUMENT (Symbol)
- CAPPED IRON PIN (Symbol)
- FOUND IRON PIN (Symbol)
- PK NAIL (Symbol) PK
- BOUNDARY LINE (Symbol)
- POLE OR LIGHT STANDARD (Symbol)
- HYDRANT..... (Symbol)
- FENCE POST (Symbol) FP
- FENCE LINES (Symbol)
- GUY WIRE (Symbol)
- POWER-TELEPHONE LINES (Symbol)
- EASEMENTS (Symbol)
- CENTERLINE (Symbol)

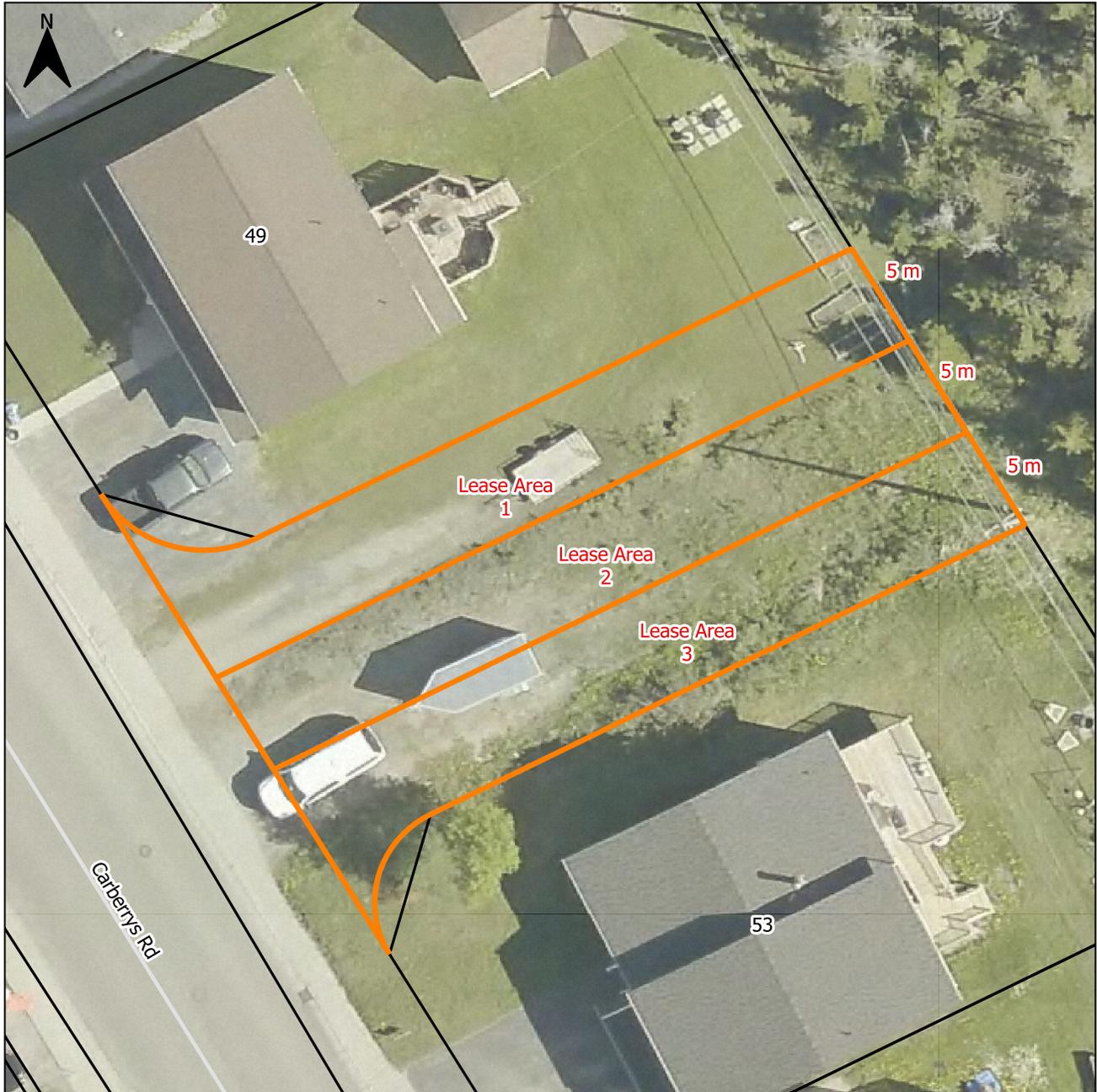
| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N63°30'25"E | 5.000 |
| L2 | N73°59'35"W | 7.373 |
| L3 | S31°29'35"E | 5.000 |
| L4 | N16°00'25"E | 6.756 |
| L5 | S63°30'25"W | 5.000 |
| L6 | S31°29'35"E | 5.000 |

REFERENCE MONUMENTS : 94G5044 N 5,421,993.273 E 343,301.925
(COMBINED SCALE FACTOR : 0.999887)
94G5045 N 5,423,210.728 E 342,977.740

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND
DISTANCES MEASURED IN METERS .

| | | |
|---|----------------|--------------------------------------|
| <p>YATES AND WOODS LTD. NEWFOUNDLAND LAND SURVEYORS 53 CARIBOU ROAD CORNER BROOK, NL. A2H 4W8 TEL. 639-9177 E-mail: yatewood@nf.aibn.com</p> | | |
| <p>SURVEY PLAN OF LAND FOR CITY OF CORNER BROOK , 51 CARBERRY'S ROAD CORNER BROOK , DISTRICT OF HUMBER WEST , NL .</p> | | |
| SCALE: 1 : 400 | DWG. NO. 14039 | DRAWN BY C.C.K. DATE: MAR. 18 , 2014 |

Schedule "A"



| LEGEND | NOTES |
|---|---|
| <p>Location of Leased Land</p> <p>Survey Master June 3 2021</p> | <p>1. Unless otherwise noted, all dimensions are in metres.</p> <p>2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook.</p> <p>3. 7.5 cm orthoimagery acquired in 2019.</p> <p>4. Size and shape of parcel is approximate as no survey is available</p> |



Location of Leased Land
51 Carberry's Road

| | | | |
|--------------|---------------------|-----------------|--------------|
| DRAWN BY: | DATE: 07-28-2021 | SCALE: 1:250 | FIGURE: 1 |
| APPROVED BY: | COORD SYS: | ZONE: 45 | REVISION: |



Path: \\L:\Land Management\1\Project and Files\Carberry's Road\51_Carberry's Road\51_Carberry's Lease Area.aprx

THIS LEASE made in duplicate as of the ____ day of _____, 2021

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 sketch 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 _____ 2021, 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).

- 2 -

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
 - d. Any modification to the grade of the Property must be approved by the Landlord and must not interfere with neighboring properties or other adjacent leases
 - e. All snow cleaning and removal must be contained within the tenants own lease area and must not interfere with neighboring properties or other adjacent leases

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

- 3 -

- 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

- 4 -

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,

- 5 -

- 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.

- 6 -

- 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.

- 7 -

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
 53 Carberrys Road
 Corner Brook, NL
 A2H 7J3

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 _____, 2021 and terminating on _____, 2026 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

- 8 -

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

- 10 -

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

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Resident

- 11 -

SCHEDULE "B"

NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to Resident to quit occupation of the Property located on Carberrys 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 _____ 2021.

Signed on behalf of CCB by:

City Manager-City of Corner Brook



Request for Decision (RFD)

Subject: Request from 53 Carberrys Rd to Lease City Land between 49 & 53 Carberrys Rd

To: Dale Park
Meeting: Committee of the Whole - 13 Sep 2021
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To execute a Lease agreement with the resident of 53 Carberrys Road
Attachments: [51 Parcel C](#)
[51 Carberrys Lease Area](#)
[Carberrys Road lease](#)

BACKGROUND INFORMATION:

Land Management was approached by the resident of 53 Carberrys Road to lease City land for the purpose of more parking and beautification. This land was left vacant to leave access to the land behind Carberrys Road for the future MacDonald Brown Subdivision. Currently being used by property owners in the area and has an approximate frontage of 15.1 m (49.5ft) and an area of 527m² (5,671ft²)

Two other property owners also expressed interest in leasing the same City land for parking and after further review, it was determine that there was a sufficient amount of land to split the City land into 3 parts. Therefore each property owner would have the chance to lease a 5m (16.4ft) portion with an approximate area of 173m² (1,861ft²)

If approved the lease will be limited to residential vehicles only, commercial vehicles shall not be permitted.

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 53 Carberrys Road for City land on Carberrys Road

FINANCIAL IMPACT:

The City will receive addition tax revenue

GOVERNANCE IMPLICATIONS:

Policy
 Other
 City of Corner Brook Policy
 07-08-05

Legal Review: No

RECOMMENDATION:

Staff recommends Council approve the lease of City land to the owner of 53 Carberrys Road

ALTERNATIVE IMPLICATIONS:

- 1. Approve the lease
 - a. Land will be maintained and additional tax revenue
- 2. Reject the lease
 - a. Land will be left as is and the loss of potential tax revenue

| | |
|--------------------------------------|------------------------|
| Director of Finance & Administration | Approved - 08 Sep 2021 |
| Executive Assistant | Approved - 09 Sep 2021 |

City Manager

**DESCRIPTION OF LAND FOR
THE CITY OF CORNER BROOK
Carberrys Road, Corner Brook**

Parcel C

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

Beginning at a point on the northeast limit of Carberrys Road, the said point being the westerly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,421,993.583 and East 342,806.240;

RUNNING THENCE from the above described point of beginning by land of the City of Corner Brook, Parcel A, and by land of Ken Walsh and Patty Sheppard, north sixty-three degrees thirty minutes twenty-five seconds east (N 63° 30' 25" E) thirty five decimal one two one (35.121) metres;

THENCE RUNNING by land of the City of Corner Brook, south thirty-one degrees twenty-nine minutes thirty-five seconds east (S 31° 29' 35" E) fifteen decimal zero five seven (15.057) metres;

THENCE RUNNING by land of Edward Johnson, and by land of the City of Corner Brook, Parcel B, south sixty-three degrees thirty minutes twenty-five seconds west (S 63° 30' 25" W) thirty-five decimal one two one (35.121) metres;

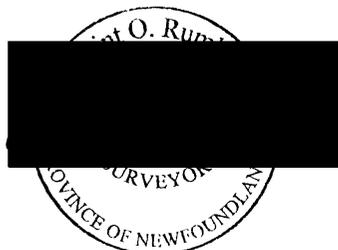
THENCE RUNNING along the northeast limit of Carberrys Road, north thirty-one degrees twenty-nine minutes thirty-five seconds west (N 31° 29' 35" W) fifteen decimal zero five seven (15.057) metres, more or less, to the point of beginning;

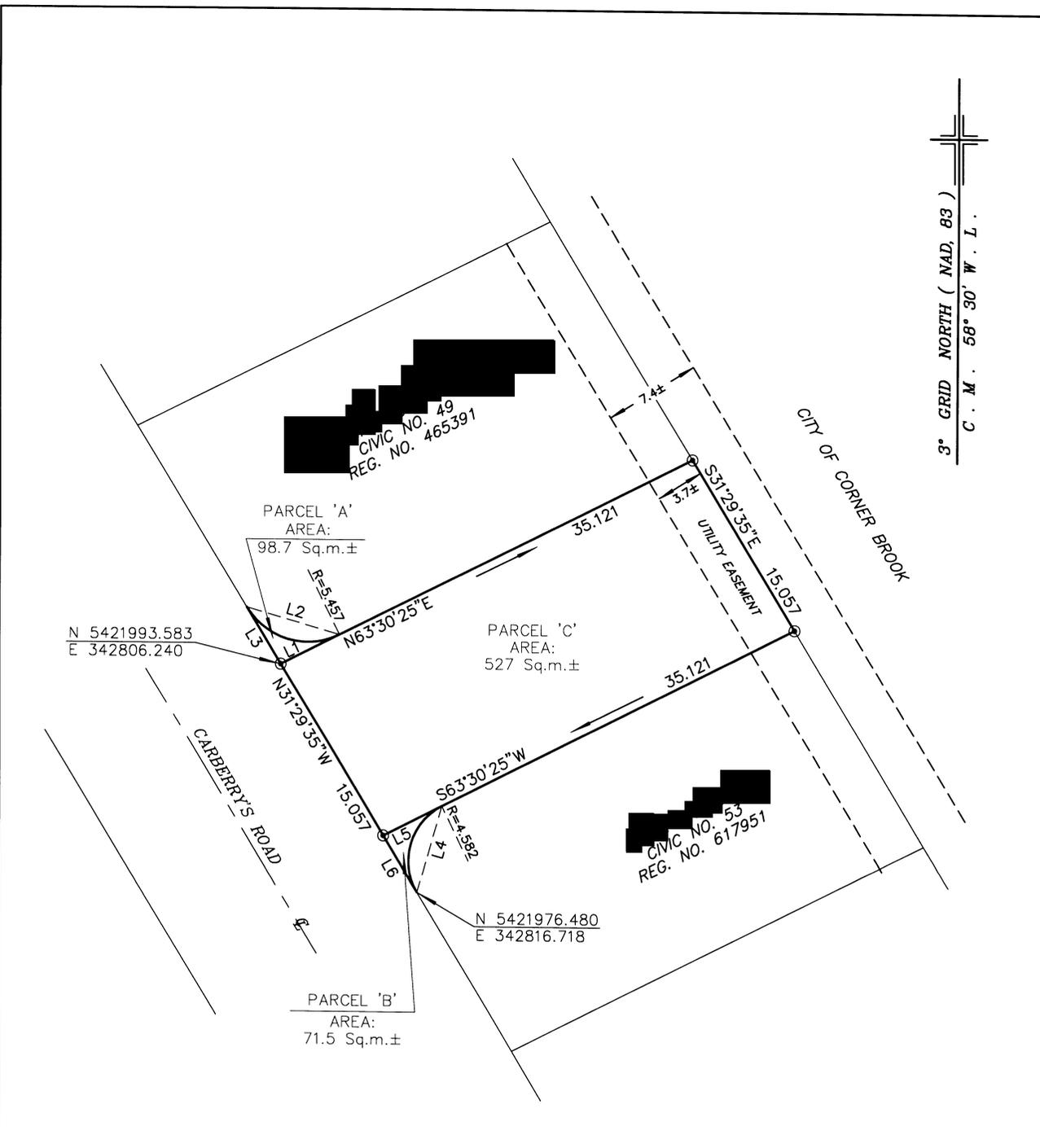
Containing an area of five hundred twenty-seven (527) square metres, more or less, and being more particularly shown as Parcel C on Yates and Woods Limited drawing no. 14039, dated March 18, 2014;

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

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

Yates and Woods Limited





LEGEND

- CONTROL MONUMENT (Symbol)
- CAPPED IRON PIN (Symbol)
- FOUND IRON PIN (Symbol)
- PK NAIL (Symbol) PK
- BOUNDARY LINE (Symbol)
- POLE OR LIGHT STANDARD (Symbol)
- HYDRANT..... (Symbol)
- FENCE POST (Symbol) FP
- FENCE LINES (Symbol)
- GUY WIRE (Symbol)
- POWER-TELEPHONE LINES (Symbol)
- EASEMENTS (Symbol)
- CENTERLINE (Symbol)

| NUM | BEARING | DISTANCE |
|-----|-------------|----------|
| L1 | N63°30'25"E | 5.000 |
| L2 | N73°59'35"W | 7.373 |
| L3 | S31°29'35"E | 5.000 |
| L4 | N16°00'25"E | 6.756 |
| L5 | S63°30'25"W | 5.000 |
| L6 | S31°29'35"E | 5.000 |

REFERENCE MONUMENTS : 94G5044 N 5,421,993.273 E 343,301.925
 (COMBINED SCALE FACTOR : 0.999887)
 94G5045 N 5,423,210.728 E 342,977.740

ALL DISTANCES SHOWN ARE HORIZONTAL GROUND
 DISTANCES MEASURED IN METERS .

YATES AND WOODS LTD.
 NEWFOUNDLAND LAND SURVEYORS
 53 CARIBOU ROAD CORNER BROOK, NL.
 A2H 4W8 TEL. 639-9177 E-mail: yatewood@nf.aibn.com

**SURVEY PLAN OF LAND FOR
 CITY OF CORNER BROOK , 51 CARBERRY'S ROAD
 CORNER BROOK , DISTRICT OF HUMBER WEST , NL .**

SCALE: 1 : 400 DWG. NO. 14039 DRAWN BY C.C.K.

Clint O. Rumbolt
 SURVEYOR
 PROVINCE OF NEWFOUNDLAND

DATE: MAR. 18 , 2014

Schedule "A"



LEGEND

Location of Leased Land
Survey Master June 3 2021



NOTES

1. Unless otherwise noted, all dimensions are in metres.
2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



Location of Leased Land
51 Carberry's Road

DRAWN BY:

DATE:
07-28-2021

SCALE:
1:250

FIGURE:
1

APPROVED BY:

COORD SYS:

ZONE: 45

REVISION:

0

15

30

Path: \\landmanagement\1\Project and Files\Carberry's Road\51_Carberry's Road\51_Carberry's Lease Area.aprx

THIS LEASE made in duplicate as of the ____ day of _____, 2021

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 sketch 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 _____ 2021, 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).

- 2 -

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
 - d. Any modification to the grade of the Property must be approved by the Landlord and must not interfere with neighboring properties or other adjacent leases
 - e. All snow cleaning and removal must be contained within the tenants own lease area and must not interfere with neighboring properties or other adjacent leases

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

- 3 -

- 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

- 4 -

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,

- 5 -

- 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.

- 6 -

- 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.

- 7 -

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
53 Carberrys Road
Corner Brook, NL
A2H 7J3

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 _____, 2021 and terminating on _____, 2026 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

- 8 -

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

- 10 -

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

Notary Public/Commissioner for
Oaths/Barrister/Solicitor

Resident

- 11 -

SCHEDULE "B"

NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to Resident to quit occupation of the Property located on Carberrys 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 _____ 2021.

Signed on behalf of CCB by:

City Manager-City of Corner Brook



Request for Decision (RFD)

Subject: City Hall Exterior Repairs Contract 2021-16

To: Darren Charters
Meeting: Committee of the Whole - 13 Sep 2021
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Brook Construction Bid Submission 2021-16 Redacted](#)

BACKGROUND INFORMATION:

An inspection of exterior concrete window sills at City Hall recommended removal and repairs of all exterior precast concrete window sills. Due to the lateness of the construction season, the work is being carried out in 2 phases, in which Phase 1 of the repairs has been completed in late 2020 . Tenders for Phase 2 for the City Hall Exterior Repairs closed on August 31, 2021, with one (1) bid received from Brooke Construction with a price of \$221,835.00 HST Included.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook award the Tender to Brook Construction for the price of \$221,835.00 HST Included for the City Hall Exterior Repairs.

Director of Community, Engineering, Approved - 08 Sep 2021
 Development & Planning
 Executive Assistant Approved - 09 Sep 2021

 City Manager

Aug. 31/2021
12:02 pm



CITY OF CORNER BROOK
TENDER FOR
STIPULATED PRICE CONTRACT

Tender for: Corner Brook City Hall Exterior Repairs

To: City of Corner Brook
5 Park Street, P.O. Box 1080
Corner Brook, NL, Canada
A2H 6E1

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

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

TWO HUNDRED TWENTY ONE THOUSAND,
EIGHT HUNDRED THIRTY FIVE DOLLARS

(\$ 221,835.00) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tender documents.

- 2. The Work will be substantially performed within 50 working days from the date of notification of award of contract.

- 3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders
(a) A Bid Bond in an acceptable form and correct amount issued by a company licenced to carry on such a business in the Province of Newfoundland and Labrador or

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

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

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--
- (a) execute the Standard Form of Construction Contract;
- (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
- (c) complete substantially all the work included in the contract within the time and under conditions specified.
5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
6. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.
7. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in accordance with the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.
- WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.
- WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.
8. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.

- 9. WE hereby acknowledge receipt of the following addenda:
 Addendum No. 1
 Addendum No.
- 10. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: BROOK CONSTRUCTION (2007) INC.

Address: PO BOX 882 CORNER BROOK, NL

Postal Code: A2H 6H6

E-Mail 

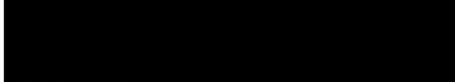
Ph # 709-634-9705

Fax # 709-634-8063



Signing Officer

Signing Officer



Witnessed by

Corporate Seal

Appendix "A"

List of Sub-Contractors

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

This appendix was completed and submitted by:

Name _____

Address _____

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

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

| <i>information in this column to be supplied by owner</i> | | <i>information in this column to be supplied by bidder</i> | |
|---|---|--|----------------|
| Work | Category: Sub-contractor or Manufacturer or Supplier | Company Name | Address |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

APPENDIX "B"
TENDER PRICE TABLE

| Sections | Description | | | Amount (\$) |
|-----------|-----------------------------------|---|------------------------|------------------------|
| C1 | Base Tender | | | 187,900. ⁰⁰ |
| C2 | Separate Prices | | | |
| | 1 | | | |
| | 2 | | | |
| | Subtotal Separate Prices | | | |
| C3 | Unit Prices | <i>Quantity</i> | <i>Unit Price (\$)</i> | |
| | 1 | | | |
| | 2 | | | |
| | 3 | | | |
| | 4 | | | |
| | 5 | | | |
| | Subtotal Unit Prices | | | |
| C4 | Cash Allowances | | | |
| | 1 | Unallocated Allowance | | \$5,000.00 |
| | 2 | | | |
| | Subtotal Cash Allowances | | | \$5,000.00 |
| C5 | SubTotal Tender Prices | (Sum of Sections C1-C4) | | 192,900. ⁰⁰ |
| C6 | Harmonized Sales Tax (HST) | (Multiply Section C5 by 15%) | | 28,935. ⁰⁰ |
| C7 | TOTAL TENDER AMOUNT | (Add Sections C5 + C6 and transfer this amount to Section 1 on page 1 of the Tender Form) | | 221,835. ⁰⁰ |

Notes:

- For the purposes of the Public Procurement Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
- Work associated with the Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Tender Amount equal to the amount(s) in C2 of the Tender Price Table.
- Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

Revision Date: April 2020

- 5 -

Tender Form - STP

BID BOND



Standard Construction Document
CCDC 220 - 2002

No. 69-4742-0047-21

Bond Amount 10% of Tender

BROOK CONSTRUCTION (2007) INC. as Principal, hereinafter called the Principal, and **AVIVA INSURANCE COMPANY OF CANADA** a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF CORNER BROOK** as Obligee, hereinafter called the Obligee, in the amount of TEN PERCENT (10%) of Tender Price -----00/100 Dollars (10% of Tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated 31st day of **AUGUST**, in the year **2021**, for

CITY HALL EXTERIOR REPAIRS

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

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 17th day of **AUGUST**, in the year **2021**.

SIGNED and SEALED

in the presence of



BROOK CONSTRUCTION (2007) INC.



Name of person signing

AVIVA INSURANCE COMPANY OF CANADA



Signature

Leanne Butt, CAIB, Attorney-in-fact

Name of person signing

A2786



Copyright 2002

Canadian Construction Documents Committee

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



Request for Decision (RFD)

Subject: St. Mary's Brook Box Culvert Rehabilitation - Phase 2 - 2021-22

To: Darren Charters
Meeting: Committee of the Whole - 13 Sep 2021
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Marine Contractors - Merx's Excel Spreadsheet - MI13272](#)

BACKGROUND INFORMATION:

The Existing 4m x 4m concrete box culvert on St. Mary's Brook at Curling Street is failing and requires repair. Under Phase 1, a new headwall was constructed with repairs along the interior of the concrete culvert. Phase 2 will include improvements to the interior of the concrete structure required to maintain the integrity of the existing concrete structure. The Tender for the St. Mary's Brook Box Culvert Rehabilitation Phase 2 Contract No. 2021-22 closed on September 9, 2021, with two (2) bids received:

| | |
|--------------------------------|-----------------------------|
| Marine Contractors Inc. | \$294,083.75 (HST Included) |
| Brook Construction (2007) Inc. | \$350,510.80 (HST Included) |

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook accept the Tender from Marine Contractors Inc. in the amount of \$294,083.75 (HST Included), for the St. Mary's Brook Box Culvert Rehabilitation Phase 2 Contract No. 2021-22.

FINANCIAL IMPACT:

Pre-Tender estimate - \$234,085.50;

Finance Type: Capital

| | |
|---|------------------------|
| Director of Community, Engineering, Development & Planning | Approved - 10 Sep 2021 |
| Legislative Assistant | Approved - 10 Sep 2021 |

City Manager

Corner Brook-St Mary's Brook Box Culvert Rehab, Ph 2-17-MYCW-22-00145

Total Awarded Value \$ 0.00

Unit Price Contract

Mobilization & Demobilization (1010)

| Code | Description | UOM |
|------|---|----------|
| 1010 | 1. Mobilization & Demobilization (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of Sub-Total before HST) | Lump-Sum |

Cash Allowance (1020)

| Code | Description | UOM |
|------|--|-----|
| 1020 | 1. Public Announcement | N/A |
| 1020 | 2. miscellaneous work not identified in tender documents | N/A |

Environmental Requirements (1560)

| Code | Description | UOM |
|------|---------------|-------|
| 1560 | 1. Silt Fence | Meter |

Traffic Regulations (1570)

| Code | Description | UOM |
|------|----------------------|------|
| 1570 | 1. Flagpersons Wages | Hour |

Projects Signs & Signposts & Installation (1580)

| Code | Description | UOM |
|------|---------------------------------|----------|
| 1580 | 1. Project Sign (drawing 04010) | Lump-Sum |

MARINE CONTRACTORS INC

Unit Price Contract

Mobilization & Demobilization (1010)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 1010 | 1 | 10000 | 10000 | 1 | |

Group Total : \$ 10000

Cash Allowance (1020)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 1020 | | 500 | 500 | 1 | |
| 1020 | | 2500 | 2500 | 1 | |

Group Total : \$ 3000

Environmental Requirements (1560)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 1560 | 21 | 5 | 105 | 1 | |

Group Total : \$ 105

Traffic Regulations (1570)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 1570 | 200 | 30 | 6000 | 2 | |

Group Total : \$ 6000

Projects Signs & Signposts & Installation (1580)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 1580 | 1 | 1000 | 1000 | 1 | |

Group Total : \$ 1000

Reinstatement and Cleaning (1710)

| Code | Description | UOM |
|------|------------------|--------------|
| 1710 | 1. Brush Removal | Lump-Sum |
| 1710 | 2. Hydroseeding | Square Meter |

Sitework, Demolition & Removal of Structures (2070)

| Code | Description | UOM |
|------|---|----------|
| 2070 | 1. Demolition and Removal of Existing Concrete Bridge c/w Abutments | Lump-Sum |
| 2070 | 2. Removal of Guide Rails c/w post | Meter |
| 2070 | 8. Removal of Guide Rail Posts | Meter |

Site Work & Site Grading (2215)

| Code | Description | UOM |
|------|--|-------------|
| 2215 | 1. Imported 100 mm minus well-graded rock fill supplied and placed within the existing box culvert | Cubic Meter |
| 2215 | 2. Imported 600 mm minus supplied and placed | Cubic Meter |

Supply & Installation of Guide Rail (2282)

| Code | Description | UOM |
|------|--------------------------------------|-------|
| 2282 | 1. Standard Type Guide Rail c/w Post | Meter |
| 2282 | 2. Guide Rail Post Only | Meter |

Sub-Drains (2410)

| Code | Description | UOM |
|------|--|-------|
| 2410 | 1. Supply & Placement of 100 mm weeping tile | Meter |

Group Total : \$ 1000

Reinstatement and Cleaning (1710)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 1710 | 1 | 5000 | 5000 | 2 | |
| 1710 | 265 | 10 | 2650 | 1 | |

Group Total : \$ 7650

Sitework, Demolition & Removal of Structures (2070)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 2070 | 1 | 35000 | 35000 | 1 | |
| 2070 | 23 | 25 | 575 | 1 | |
| 2070 | 43 | 25 | 1075 | 1 | |

Group Total : \$ 36650

Site Work & Site Grading (2215)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 2215 | 75 | 70 | 5250 | 1 | |
| 2215 | 20 | 90 | 1800 | 1 | |

Group Total : \$ 7050

Supply & Installation of Guide Rail (2282)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 2282 | 30 | 150 | 4500 | 1 | |
| 2282 | 43 | 90 | 3870 | 1 | |

Group Total : \$ 8370

Sub-Drains (2410)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 2410 | 120 | 45 | 5400 | 2 | |

Group Total : \$ 5400

Cast-In-Place Concrete (3300)

| Code | Description | UOM |
|------|---|-------------|
| 3300 | 1. Supply and place 250 mm thick reinforced concrete bottom slab | Cubic Meter |
| 3300 | 2. Supply and place reinforced concrete cut off walls c/w sub drain outlets | Cubic Meter |
| 3300 | 3. Supply and place reinforced concrete walls c/w reinforced concrete top beams | Cubic Meter |

Group Total : \$ 5400

Steel Beams (9999)

| Code | Description | UOM |
|------|---|------|
| 9999 | 1. Supply and place galvanized steel W200 x 27 lateral support beam | Each |

Group Total : \$ 27500

Harmonized Sales Tax (HST)

| Code | Description | UOM |
|------|----------------------------|----------|
| HST | Harmonized Sales Tax (HST) | Lump-Sum |

Group Total : \$ 38358.75

Project Total : \$ 294083.75

Group Total : \$ 5400

Cast-In-Place Concrete (3300)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 3300 | 27 | 2500 | 67500 | 1 | |
| 3300 | 2 | 2750 | 5500 | 1 | |
| 3300 | 28 | 2500 | 70000 | 2 | |

Group Total : \$ 143000

Steel Beams (9999)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|-------|------------|----------|---------------|
| 9999 | 10 | 2750 | 27500 | 2 | |

Group Total : \$ 27500

Harmonized Sales Tax (HST)

| Code | Quantity | Price | Total Cost | Bid Rank | Buyer Comment |
|------|----------|----------|------------|----------|---------------|
| HST | 1 | 38358.75 | 38358.75 | 1 | |

Group Total : \$ 38358.75

Project Total : \$ 294083.75

| | |
|---|--|
|  | City of Corner Brook Request for Decision (RFD) |
|---|--|

| | |
|---|---|
| Subject Matter: City Hall Cleaning Services 2021-18 | |
| Report Information | |
| Department: Community, Engineering, Development & Planning | Attachments: Bid Submission |
| Prepared By: Melody Roberts | Council Meeting Date: September 13, 2021 |

Issue: The City of Corner Brook has requested bids for the city hall cleaning services for a three year Contract.

Background: The Tender for the City Hall Cleaning Services – Contract # 2021-18 closed on September 7, 2021 at 12 noon, with two (2) bids received for a 3-year Contract:

| | |
|---------------------------------------|-----------------------------|
| Blair Holdings Limited | \$409,288.26 (HST Included) |
| 68028 Newfoundland and Labrador Corp. | \$699,900.00 (HST Included) |

Staff have reviewed the bids and found them to be in order, and recommend awarding this Contract to Blair Holdings Limited.

Recommendation: Staff recommend Option 1, that the Council of the City of Corner Brook approve the Tender from Blair Holdings Limited in the amount of \$409,288.26 (HST Included), for City Hall Cleaning Services 2021-18 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook award the Tender to Brook Blair Holdings Limited in the amount of \$409,288.26 HST Included for the City Hall Cleaning Services.

Options:

1. That the Council of the City of Corner Brook award the Tender to Brook Blair Holdings Limited in the amount of \$409,288.26 HST Included for the City Hall Cleaning Services.
2. That the Council of the City of Corner Brook not award the Tender to Brook Blair Holdings Limited in the amount of \$409,288.26 HST Included for the City Hall Cleaning Services.
3. That the Council of the City of Corner Brook give other direction to Staff.

| | |
|---|---|
|  | <p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p> |
|---|---|

Legal Review:

Budget/Financial Implications: No increase from previous Contract

| |
|---|
| <p>Prepared by: Melody Roberts</p> |
| <p>Director: Darren Charters</p> |
| <p>City Manager: Rodney Cumby</p> |
| <p>Date: September 13, 2021</p> |

Additional Comments by City Manager:

TENDER FORM

Tender for: City Hall Cleaning Service
Contract No: 2021-18

To: City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1

To Whom It May Concern:

- 1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, (if drawings are not listed in the specifications such a list appears as Appendix II) all Addenda, and the Instructions to Bidders for this project,

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

Four hundred Nine thousand two hundred eighty-eight
dollars and twenty-six cents

(\$ 409,288.26) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes in force at this date, except as otherwise provided in the tendering documents.

- 2. The Work will be substantially performed within 36 months from the date of notification of award of contract.
- 3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders:

A certified cheque drawn upon a chartered bank licensed to carry on business in Canada in the amount of two thousand dollars (\$2,000.00).

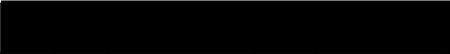
In the event of this tender being accepted within the time stated in Section 3 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender, the said security may at the option of the City of Corner Brook be forfeited. The forfeiting of the security does not limit the right of action of the City of Corner Brook against us for failure or refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE CITY OF CORNER BROOK OF THE ACCEPTANCE OF THIS TENDER WITHIN 30 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE CONTRACT DOCUMENTS, WE WILL:
 - (a) execute the Form of Agreement;
 - (b) furnish Performance Security and Labour & Material Security in accordance with Clause 3 of the Instructions to Bidders;
 - (c) complete substantially all work included in the Contract within the time and under conditions specified.
5. WE understand that Performance Security, Labour and Materials Security and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the City of Corner Brook.
6. WE declare that the rates and prices herein tendered have been correctly computed for the purposes of this tender and include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, traveling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges, except as otherwise provided in the Contract Documents.
8. WE agree to authorize the City of Corner Brook to release the names of sub-contractors used in our tender where such information is requested from the City of Corner Brook.
9. WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the City of Corner Brook and contingent upon satisfactory evidence of bankruptcy.
10. WE understand and agree that the City of Corner Brook may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
11. WE understand and agree that the financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
12. WE understand and agree that this procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.

- 13. WE understand and agree that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.
- 14. WE hereby acknowledge receipt of the following addenda:

Addendum Numbers: 31 , _____ , _____ , _____ , _____

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

Bidder Name : Blair Holdings Limited
Address : 121 Country Road
Cornet Brook, NL
Postal Code: A2H 4M5 E-mail: 
Telephone No.: 
Fax No.: 



Signing Officer



Signing Officer


Witnessed by

Corporate Seal

City Manager Report

| |
|--|
| Subject: Delegation of Authority |
| Date of Meeting: September 13, 2021 |

Council has granted delegated authority to the City Manager or Acting City Manager (**Minute 18-223**) to execute contracts or agreements and applications on behalf of the organization subject to the application contract, or agreement being funded in the current year's operating or capital budget; and that the contract/agreement or application is for a term of five years or less. This process allows for efficient and effective management of Council expenditures while having mechanisms in place to ensure accountability and a reporting process for each transaction

As stipulated by resolution of Council a summary of approved transactions are outlined below:

| Date | Project | Summary | Dollar Value |
|-----------------|---|---|--------------|
| August 26, 2021 | Confederation Drive/ West Valley Road Roundabout – Amendment No. 3 | Increase in cost to complete material testing construction. | \$11,102.70 |

Delegation of Authority Resolution - Approved August 20, 2018

18-223

Delegation of Authority

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is RESOLVED to delegate authority to the City Manager or Acting City Manager for the entering into of applications, contracts or agreements of the City of Corner Brook subject to:

- The application, contract or agreement is funded in the current year's operating or capital budget;
- The application contract or agreement is for a term of five years or less;
- The application, contract or agreement is for activities that are ordinary to the business of the City;
- The application, contract or agreement has been reviewed by the Director for which the application, contract or agreement is related, and the Director is recommending the signing;
- The City Manager providing a summary to Council on a not less than monthly basis of applications, contracts or agreements signed;
- The Delegation of Authority Policy remain in place until revoked by Council, or the creation of an overarching Delegation of Authority Policy.

MOTION CARRIED.