

MINUTES

Regular Meeting of Council
Wednesday, August 31, 2022 @ 4:00 pm
Council Chambers

Present:	P. Farwell	Mayor
	B. Ford	Deputy Mayor
	G. Brown	Councillor
	W. Hoffe	Councillor
	P. Woodford	Councillor
	T. Pollett	Councillor
	S. Handcock	Councillor

Advisory and Resource:	B. Hefford	Town Clerk
	K. Hiscock	Director of Corporate Services
	J. Blackwood	Director of Planning and Development
	N. Newell	Director of Community Services
	T. Barron	Director of Municipal Works
	K. White	Communications Officer

1. CALL TO ORDER

The Meeting was called to order at 4:00pm.

2. VISITORS/PRESENTATIONS

Lacey Place Presentation

The Mayor presented Mr. Keith Lacey with his own personal "Lacey Place" street sign. Lacey Place is a newly constructed street in Spruce Court. Mr. Lacey is a long-time resident of Gander and was an original Eastern Provincial Airlines Pilot. He has a long and distinguished aviation career spanning five decades.

Councillor Woodford left the meeting.

Childhood Cancer Awareness Month Proclamation

The Mayor proclaimed September as Childhood Cancer Awareness Month in the Town of Gander.

Councillor Woodford returned to the meeting.

Fetal Alcohol Spectrum Disorder Awareness Month

The Mayor proclaimed September as Fetal Alcohol Spectrum Disorder Awareness Month in the Town of Gander.

3. APPROVAL OF AGENDA

Motion #22-147

Approval of Agenda

Moved by Councillor Woodford and seconded by Councillor Pollett that the Agenda for the Regular Meeting of Council on August 31, 2022 be adopted.

In Favour: 7 Opposing: 0

Decision: Motion carried.

4. MINUTES FOR APPROVAL

Motion #22-148

Regular Minutes for Approval

Moved by Councillor Brown and seconded by Councillor Hoffe that the Minutes from the Regular Meeting of Council on August 3, 2022 be adopted as presented.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Motion #22-149

Special Minutes for Approval

Moved by Councillor Woodford and seconded by Deputy Mayor Ford that the Minutes from the Special Meeting of Council on August 15, 2022 be adopted as presented.

In Favour: 7 Opposing: 0

Decision: Motion carried.

5. BUSINESS ARISING FROM PREVIOUS MINUTES

None.

6. REPORTS – STANDING COMMITTEES:

A. Community Services Committee:

The Community Services report was presented by Councillor Pollett.

The Community Services meeting was held on August 16, 2022. The meeting was chaired by T. Pollett, Councillor. Other members present included: B. Ford, Deputy Mayor; W. Hoffe, Councillor; G. Brown, Councillor; D. Chafe, CAO (Teams); B Freeborn, Director of Community Services (A); B. Hefford; Town Clerk.

The following items were discussed:

Qalipu Cultural Foundation – Indigenous Mural

The Qalipu Cultural Foundation has an 8' x '6 mural that they would like to be erected in an outdoor public space in Gander. The Director (A) noted that there may be a cost to erecting the monument and the cost will depend on the location. The Committee would like to accept the mural and asked that the Department work with the foundation to come up with an appropriate location as well as some background on this mural.

Variance Report

The Committee reviewed the quarterly variance report for the period ending June 30, 2022. The Community Services Department is \$33,930 under budget with projected year to date expenditures of \$760,427.

One factor contributing to this difference was Steele Community Centre building rentals not budgeted in the amount of \$22,000.

21st Anniversary of 9/11

The Department is currently working on two events for the anniversary of 9/11. On Saturday, Sept 10th, the Untold Stories Too at 7 pm and a service on Sunday, Sept 11th at 4 pm. Both events are taking place at the Evangel Pentecostal Church. For more information, please see the Recreation & Community Services – Town of Gander Facebook page or contact 709-651-5927.

Festival of Flight

The Festival of Flight was a great success this year with the Department receiving many positive comments on how well it was organized and that there was something for all age groups. A wrap up meeting will be held in the near future and a financial report will be provided to Committee.

Gander Women's Centre re Wellness Day

A request was received from the Gander Women's Centre for assistance with their Wellness Day event being held on September 10th. This event is open to the public and will include a full day of workshops, fitness programming, breakfast, and lunch. They are requesting a financial contribution towards supplies for the meals, promote the event as well as any staff that could donate some time to help with the serving of the meals.

The Director (A) noted that the Gander Women's Centre did receive \$1,250 in funding through the Community Partnership Fund for programming; however, the town can promote the event through Facebook and see if any Council members are available to help serve meals. The Committee asked if there were any other in-kind items such as supplies and/or prizes that could be provided. The Director will look into this and contact the Gander Women's Centre.

Deputy Mayor Ford noted that they still have space available, and the public is encouraged to participate. It is open to both male and females. Pre-registration is required.

Upcoming Events

Sept 2 – 4	Provincial 15U AA Baseball Tournament
Sept 9 - 11	Men's & Ladies' End of Year Softball Tournaments
Sept 10 & 17	Farmers/Vendor Market at Cobb's Pond Rotary Park
Sept 10	9/11 Anniversary Event - Untold Stories Too
Sept 11	9/11 Service
Sept 13 – 15	Come From Away Concerts
Sept 26 – 30	National Day for Truth & Reconciliation Events

B. Municipal Works & Services Committee:

The Municipal Works & Services Committee report was presented by Councillor Woodford.

The Municipal Works & Services Committee meeting was held on August 17, 2022. The meeting was chaired by P. Woodford, Councillor. Other members present included: S. Handcock, Councillor; T. Pollett, Councillor; T. Barron, Director of Municipal Works & Services; B. Hefford, Town Clerk; G. Whitt, Administrative Support Clerk.

The following items were discussed:

AGM – Call for Resolutions

The Committee proposed the Town submit for resolution the following item:

- GOVNL – Master Standing Offer Agreement (MSOA) – light duty fleet acquisition. Municipalities are struggling to obtain light fleet vehicles; they are no longer available under the Public Procurement Agency MSOA with suppliers.

Variance Report, 2nd Quarter

The Committee reviewed the quarterly variance report for the period ending June 2022.

The Municipal Works Department is \$94,238 over budget with a projected year to date expenditure of \$3,343,686.

Some of the individual factors contributing to this difference were:

- Variance carried forward from the first quarter; \$58,435.
- Increased cost of heating oil for facilities and underestimating the electrical budget for the new Wastewater Treatment Plant; \$26,172.

Notable Dates

- Upcoming Transfer Station event on McCurdy Drive is scheduled for September 10th. Hours of operation are 8 a.m. – 4 p.m.
- Garbage collection for the Labour Day Holiday, Monday September 5th, will be collected on Wednesday, September 7th.
- The 2022 Annual Curbside Cleanup is scheduled for October 17th - 28th, inclusive.
- Household hazardous waste day is scheduled for Saturday, October 22nd at the Steele Community Center parking lot.
- The Town will be hosting a curbside giveaway event on October 15th – 16th in an effort for residents to avail of good used items that would otherwise be directed to the landfill. Guidelines will be made available to the residents prior to the event.

Council would like to remind residents that details of notable dates and events can be viewed on the Town of Gander Website at www.gandercanada.com.

C. Public Safety & Protective Services Committee:

The Public Safety & Protective Services Committee report was presented by Councillor Woodford.

The Public Safety & Protective Services Committee was held on August 18, 2022. The meeting was chaired by S. Handcock, Councillor. Other members present included: G. Brown, Councillor; P. Woodford, Councillor; D. Chafe, CAO; H. Lowe, Director of Protective Services/Fire Chief; B. Hefford, Town Clerk; G. Whitt, Administrative Support Clerk.

The following items were discussed:

Quad-a-palooza

The Committee reviewed correspondence requesting the approval for an ATV Parade on Sunday, September 11th for the closing of the annual Quad-a Palooza event. Recognized was the timing of the parade and additional special events that will be happening in town on that day. The Committee forwards this item to the Committee of the Whole for consideration and recommendation.

SPCA Building

Council and management completed a tour of the new SPCA building on August 18th. The facility was described as “state of the art” and Council would like to thank the Gander & Area SPCA for their time and congratulate them on their achievement.

NL911

The Committee reviewed correspondence from the NL911 advising of the new Emergency 911 Act. Effective August 1, 2022, the NL911 Bureau will be integrated into core government as the 911 Division of the Emergency Services Branch under the Department of Justice and Public Safety. This change will not impact 911 services, initiatives or existing partnerships.

MNL – Call for Resolutions

The Committee proposed the Town submit for resolution the following item:

- The provincial fees associated with attending a highway accident response. Emergency Response Vehicles required modification of equipment to respond to highway calls.

Variance Report – 2nd Quarter

The Committee reviewed the quarterly variance report for the period ending June 30, 2022.

The Public Safety Protective Services Department is \$3,951 over budget with a projected year to date expenditure of \$741,180.

A contributing factor to this difference was:

- Additional overtime required for Dispatch; \$8,013, YTD.

D. Planning & Development Committee:

The Planning & Development Committee report was presented by Councillor Brown.

The Planning & Development Committee meeting was held on August 23, 2022. The meeting was chaired by G. Brown, Councillor. Other members present included: S. Handcock, Councillor; J. Blackwood, Director of Planning & Development; K. Bull, Deputy Municipal Clerk; D. Quinton, Economic Development Officer.

The following items were discussed:

Economic Development Update

The Economic Development Officer provided the Committee with an update regarding the status of student accommodations for the upcoming Bachelor of Nursing Program commencing in Gander this September. In conversations with the BScN (Bachelor of Science Nursing) Program Coordinator for Gander, it was indicated that to her knowledge, all Bachelor of Nursing students requiring accommodations in Gander for the fall semester have been accommodated. The Town's efforts through social media to highlight the need for student housing in the community was helpful in identifying additional student housing options for this group of students. Other anticipated training programs being offered in the community this year, however, will increase the ongoing demand for student accommodations in the community. The Committee would like to thank those that have recognized the need and opened their homes and properties to accommodate post-secondary students in the community and would like to remind others that may be in a position to do so that the student housing shortage is expected to grow in the coming months and years as post-secondary program offerings expand in Gander.

The Committee was also provided an update regarding continued interest from retail developers from outside the community. Gander is recognized for its strategic location and underserved market relative to similar size communities in Atlantic Canada. In addition to this, strong economic indicators and growth potential for Gander have led to an increase in investment consideration by retail developers. The Committee is pleased to hear of strong interest in the community from potential developers but also acknowledges the challenges faced by developers including high land development and building construction cost. The Committee is hopeful that the Town will see development move forward in the future as construction cost stabilize and commercial land options improve.

Home Based Business – 46 Yeager Street

The Committee reviewed a Home-Based Business application from a resident at 46 Yeager Street. The applicant, Charged Motorsports Inc. is seeking Council's permission to operate a home office for an electric motion dirt bike distributor.

The property is situated in a Residential Medium Density Zone and home-based business is permitted as a discretionary use. Discretionary use notices were advertised with no objections being received by the advertised deadline.

Motion #22-150

Home Based Business – 46 Yeager Street

Moved by Councillor Brown and seconded by Deputy Mayor Ford that Charged Motorsports Inc. be permitted to operate a home office at 46 Yeager Street.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Home Based Business – 4 Lee Street

The Committee reviewed a Home-Based Business application from a resident at 4 Lee Street. The applicant, Precious Treasures Child Care is seeking Council’s permission to operate a childcare service from that property.

The property is situated in a Residential Medium Density Zone and home-based business is permitted as a discretionary use. Discretionary use notices were advertised with no objections being received by the advertised deadline.

Motion #22-151

Home Based Business – 4 Lee Street

Moved by Councillor Brown and seconded by Deputy Mayor Ford that Precious Treasures Child Care be permitted to operate a home-based business at 4 Lee Street.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Deputy Mayor Ford referenced this as a trend in increased registrations of Home Based Child Care Centres. This could be attributed to the \$15/day childcare initiatives at the provincial and federal levels designed to increase affordable day care spaces.

Home Hardware Fencing

The Committee was presented with a development application from the occupant of 138 Bennett Drive to construct a fenced enclosure for the purpose of collection and storage of used paint. It was noted that the proposed location for the enclosure was located on Town owned property. The Committee is forwarding this item to the Governance and Legislative Services Committee for their review and consideration of a lease or purchase and sale agreement to accommodate the application. It was also recommended that it be forwarded to Public Safety and Protective Services for their review and consideration.

Gander Sports Complex – Track Systems

The Committee reviewed a proposal for product substitution from the contractor constructing the new sports facility. The proposal included substituting BSS 300 running track surfacing for the BSS 1000 as was specified in the contract documents. After reviewing a technical evaluation from the Town's Engineering consultants on this project, the Committee agreed with their recommendation that the proposed substitution was an inferior product and are not recommending acceptance of the proposed substitution at this time.

Student Housing – 59 Elizabeth Drive

The Committee reviewed correspondence from an individual interested in working with Council to develop a 40-unit student housing complex at 59 Elizabeth Drive. The individual had recently been approved for this discretionary use and now wished to further explore options for development with Council. The Committee recommends that this item be forwarded to the next regularly scheduled Privileged meeting of Council for further discussion.

Departmental Variance Reports

The Committee reviewed the Planning and Development Departmental Variance Report for the period ending June 30th, 2022. With timing adjustments, the department is demonstrating an overall savings \$6,391 mostly attributed to increased revenues in building permits and compliance requests. The Committee was pleased with the report and forwards it to the Corporate Services Committee for their review and consideration.

E. Governance & Legislative Services Committee:

The Governance & Legislative Services Committee report was presented by Deputy Mayor Ford.

The Governance & Legislative Services Committee was held on August 24, 2022. The meeting was chaired by B. Ford, Deputy Mayor. Other members present included: G. Brown, Councillor; W. Hoffe, Councillor; B. Hefford, Town Clerk/Director of Governance & Legislative Services; K. Bull, Deputy Municipal Clerk.

The following items were discussed:

Multicultural Women's Organization of NL (MWONL)

The MWONL is visiting Gander from September 7 – 9 and has invited Council to attend a roundtable discussion on September 8. Deputy Mayor Ford will attend on behalf of Council.

Health Accord NL Update

The Committee reviewed a position paper that was prepared by staff in relation to the Health Accord NL Blueprint. Council will meet with the Minister of Health and Community Services on September 1, 2022 to discuss their concerns.

Council encourages the residents to remain engaged in this important discussion. Council continues representing the residents of Gander and surrounding communities who depend on the services James Paton Memorial Regional Health Centre. Council is committed to lobbying the decision-makers to maintain and improve the level of services in the Region.

Day of Action for Ukraine Independence Day August 24, 2022

August 24 is Ukrainian Independence Day, a day when the Ukrainian community across Canada traditionally gathers to celebrate. This year, the Ukrainian Canadian Congress is encouraging local leaders to participate in a special Day of Action to show support and solidarity for Ukraine and the Ukrainian people. The Town of Gander will raise the Ukrainian flag and light the Town Hall in blue and yellow as a show of support.

Gander Tombolo Multicultural Expo

The Committee was pleased to see that the Tombolo Multicultural Expo is planned for August 26 – August 27. Events include a multicultural variety concert on Friday evening and a food and craft fair on Saturday. The event is sponsored by all levels of government and non-profit organizations.

Forest Fire Protection Centre/Air Services

The Committee recognizes the dedication of the provincial Fire Protection Centre and Air Services Division during the fire suppression efforts in Central Newfoundland.

The function of the Forest Protection Centre is to co-ordinate communications and assign resources during forest fire events. It also operates the Provincial Forest Fire Equipment Bank, including the purchasing, maintaining, storing and distributing fire equipment used during wildfires. This facility, established in 1986 capitalizes on the strategic location at the Gander International Airport Authority.

Air Services Division, directly adjacent to the Forest Protection Centre provides maintenance and management of provincial air services fleet including five water bombers to combat approximately 50 forest fires annually and two air ambulances completing approximately 1,400 medical missions annually.

Both operational centres became critical aspects of the province's response to the fires in Central Newfoundland, and the Committee is proud of the contribution these facilities made in keeping the residents of Newfoundland and Labrador safe in this historical fire season. We would like to acknowledge the efforts of the hard-working individuals. Mayor Farwell will write a letter of appreciation to Minister Derek Bragg and Minister Loveless.

Councillor Pollett relayed her thanks and appreciation as a Government Air Services Employee, the unit is greatly appreciative of the support.

F. Corporate Services Committee:

The Corporate Services Committee report was presented by Councillor Hoffe.

The Corporate Services Committee meeting was held on August 24, 2022. The meeting was chaired by W. Hoffe, Councillor. Other members present included: P. Woodford, Councillor; G. Brown, Councillor; K. Hiscock, Director of Corporate Services; B. Hefford, Town Clerk.

The following items were discussed:

Dept. of Transportation – MYCW – 2020 – 2023 Schedule A Amendment

The Committee was presented with correspondence from the Department of Transportation and Infrastructure advising that Council's request to reallocate funds within the existing Multi Year Capital Works allocation was approved.

The funds will be used to complete an engineering study to upgrade the pumphouse at Gander Lake including the controls and pumping equipment, communication lines and flooding mitigation.

Motion #22-152

Dept. of Transportation – MYCW – 2020 – 2023 Schedule A Amendment

Moved by Councillor Hoffe and seconded by Councillor Brown the Town of Gander accept the cost-shared funding as outlined in the Department of Transportation and Infrastructure approval letter dated August 2, 2022, to complete the 2020-2023 Multi Year Capital Works Program as per the revised Schedule A attached. The Town of Gander agrees to provide the municipal share of funding and authorizes the Mayor and Town Clerk to enter into the funding agreement with the Department of Municipal and Provincial Affairs on behalf of the Town of Gander.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Quote – Two Ply Torch on Roofing System – Town Hall

The results of the quote for a two-ply torch on roofing system for the Town Hall was presented to the Committee for review. With four bids received, the lowest that met specifications was from Parsons Skyline Roofing in the amount of \$129,950.00 HST included.

As the budget for this project is \$100,000 it will result in an overage of \$17,843.18. The Committee was concerned with the overage but due to the condition of the roof they felt that a further delay could be problematic.

The project will include the removal of existing rubber roofing and replacement with torch on roofing system.

Motion #22-153

Quote – Two Ply Torch on Roofing System – Town Hall

Moved by Councillor Hoffe and seconded by Councillor Pollett the quote for the two-ply torch on roofing system for the Town Hall be awarded to Parsons Skyline Roofing in the amount of \$129,950.00 HST included.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Quote – Sectional Asphalt Patch Work

The results of the quote for asphalt repairs were presented to the Committee for review. With three bids received, the lowest that met specifications was from Exploits Valley Paving Ltd. in the amount of \$95,450.00 HST included.

The funds remaining in the asphalt account is adequate to cover the work, however Municipal Works will require an additional purchase of asphalt materials in the amount of \$10,000 to be placed by Town staff for other roadway repairs. The Municipal Works Director is recommending the overage be taken from the surplus carried forward from savings in the 2021 asphalt budget and the Committee agreed with this recommendation.

Motion #22-154

Quote – Sectional Asphalt Patch Work

Moved by Councillor Hoffe and seconded by Councillor Brown the quote for the sectional asphalt patch work be awarded to Exploits Valley Paving Ltd. in the amount of \$95,450 HST included.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Change Order #3

The Planning & Development Committee referred Change Order # 3 from Bursey Excavating & Development for the Dickins Street Commercial Subdivision project to the Corporate Services Committee for consideration.

The Change Order is required due to the pre- tender estimates being underestimated for the scope of work to be undertaken including cash allowances for utility work, fuel adjustments and estimates for excavation and backfill of unsuitable material were underestimated.

With the approval of Change Order # 3, the project is still currently within budget.

Motion #22-155

Change Order #3

Moved by Councillor Hoffe and seconded by Councillor Brown Change Order #3 from Bursey Excavating & Development for the Dickins Street Commercial Subdivision project be approved in the amount of \$34,227.28 HST included.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Capital and Operating Variance to June 30, 2022

The Committee was presented with the unaudited operating and capital reports for the second quarter of 2022. The operating report indicates a small projected surplus of \$81,360 with a projected year to date expenditure of \$8,467,753.

Some of the individual factors contributing to this difference not previously reported by other Committee reports were:

- Revenue from the sale of 2B Memorial is \$16,170 higher than budgeted
- Revenue from tax certificates is \$10,000 higher than budgeted

The capital report indicates purchases are within budget for the second quarter of the year.

The Committee was pleased with the financial reports to date considering the inflationary increases on goods and services.

G. Committee of the Whole:

The Committee of the Whole report was presented by Deputy Mayor Ford.

The Committee of the Whole meeting was held on August 25, 2022. The meeting was chaired by B. Ford, Deputy Mayor. Other members present included: T. Pollett, Councillor; G. Brown, Councillor; S. Handcock, Councillor; W. Hoffe, Councillor; B. Hefford, Town Clerk; K. Hiscock, Director of Corporate Services; K. Bull, Deputy Municipal Clerk; N. Newell, Director of Community Services; J. Blackwood, Director of Planning and Development; H. Lowe, Director of Public Safety and Protective Services; T. Barron, Director of Municipal Works.

The following items were discussed:

Home Hardware Fencing

The Planning and Development Department has received correspondence from Aylward's Home Hardware about enhancing a paint recycling drop-off behind their existing store on Bennett Drive. The land they wish to use is Town owned and the fence they need to construct will measure 8' x 16' x 6' high. Council is pleased that this service will be available in Gander and has directed staff to determine whether a lease/sale of the land is appropriate or if an MOU would better meet the needs of both parties.

Municipal Plan Amendment #1, 2022 & Development Regulations Amendment #2, 2022

The proposed Municipal Plan Amendment #1, 2022 and Development Regulations Amendment #2, 2022 as requested by Council is now ready for adoption.

This amendment proposes to re-zone the properties situated at 10 Carr Crescent and 175 Baird Place from Commercial General to Industrial General.

An Open House was held on March 15, 2022 in the Council Chambers at the Town Hall. There were no attendees, exclusive of staff and Council.

Motion #22-156

Municipal Plan Amendment #1, 2022 & Development Regulations Amendment #2, 2022

Moved by Deputy Mayor Ford and seconded by Councillor Brown that the proposed Municipal Plan Amendment #1, 2022 & Development Regulations Amendment #2, 2022 be adopted under section 16(1) of the Urban and Rural Planning Act.

In Favour: 7 Opposing: 0

Decision: Motion carried.

A draft copy of the amendment was sent to the Department of Municipal and Provincial Affairs and has now been released from Provincial review.

Municipal Plan Amendment #2, 2022 & Development Regulations Amendment #3, 2022

The proposed Municipal Plan Amendment #2, 2022 and Development Regulations Amendment #3, 2022, as requested by Council is now ready for adoption.

This amendment proposes to add a Drinking Establishment classification to the Discretionary Use classes of the Industrial General zone.

A change will also be initiated to the Industrial General policies of the Gander Municipal Plan in support of this addition.

An Open House was held on July 27, 2022 in the Council Chambers at the Town Hall. There were no attendees, exclusive of staff and Council.

Motion #22-157**Municipal Plan Amendment #2, 2022 & Development Regulations Amendment #3, 2022**

Moved by Deputy Mayor Ford and seconded by Councillor Woodford that the proposed Municipal Plan Amendment #2, 2022 & Development Regulations Amendment #3, 2022 be adopted under section 16(1) of the Urban and Rural Planning Act.

In Favour: 7 Opposing: 0

Decision: Motion carried.

A draft copy of the amendment was sent to the Department of Municipal and Provincial Affairs and has now been released from provincial review.

Tender Award for Supply and Delivery of Sand Mixture for Ballfield A

There was one bid received on the recently published public tender for the Supply and Delivery of Sand Mixture for Ballfield A. The preferred bidder is W. Reid Construction Ltd. who submitted a bid of \$29,640.00 HST inclusive.

Motion #22-158**Tender Award for Supply and Delivery of Sand Mixture for Ballfield A**

Moved by Deputy Mayor Ford and seconded by Councillor Pollett that the tender for Supply and Delivery of Sand Mixture for Ballfield A be awarded to W. Reid Construction Ltd. in the amount of \$29,640.00 HST inclusive.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Councillor Brown left the meeting.

MNL Board of Directors Nominations

The 2022 nomination period for the Municipalities Newfoundland & Labrador Board of Directors will close on September 26, 2022. Mayor Farwell currently serves as the Central Director, and Council would like to nominate him to serve again.

Health Accord Debrief

The Town Clerk updated Council on the latest activity surrounding the Health Accord NL file. The Mayor has given several interviews through various media outlets in recent weeks, focusing mainly on the extended diversion of Obstetrical services from Gander to Grand Falls-Windsor.

The Mayor and Town Clerk have scheduled an in-person meeting with Minister Osborne for September 1. In preparation for this meeting, staff have prepared a position paper which was shared with Council. Council will attend virtually.

Councillor Brown returned to the meeting.

Further to the continuing discussion around healthcare recruitment and retention, Council discussed the role Council can play in the recruitment of physicians, specifically an Obstetrician. Council recommends forming a working group to develop an action plan on physician recruitment in collaboration with Central Health.

Council has previously met with Minister Haggie. The Mayor assures the public of the dedicated attention of Council.

Mollison Crescent Multi-Use Trail

Residents of Mollison Crescent have expressed concerns about the safety of the trail that terminates on their street. The residents feel that the speeds used by some operators are excessive and dangerous for pedestrians, especially children. There has been a sign at the beginning of the trail for some time that indicates it is for pedestrian use only.

Motion #22-159

Mollison Crescent Multi-Use Trail

Moved by Deputy Mayor Ford and seconded by Councillor Handcock that the trail between Mollison Crescent and Byrd Avenue be designated as a walking trail and barricades installed to impede motorized vehicles, while meeting accessibility standards.

In Favour: 7 Opposing: 0

Decision: Motion carried.

H. Other Reports:

None

7. ADMINISTRATION

None

8. CORRESPONDENCE

None

9. NEW BUSINESS

None

10. ADJOURNMENT

Motion #22-160

Adjournment

There being no further business, it was moved by Councillor Pollett and seconded by Councillor Handcock that the meeting be adjourned.

In Favour: 7 Opposing: 0

Decision: Motion carried.

The meeting adjourned at 5:30 p.m.

P. Farwell, Mayor

B. Hefford, Town Clerk

Municipal Infrastructure Funding Agreement

Multi-Year Capital Works Program

This Agreement made this _____ day of _____, 20_____

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR,
as represented by the Minister of Transportation and Infrastructure
(hereinafter referred to as the "Minister")

OF THE FIRST PART,

AND

TOWN OF GANDER
(hereinafter referred to as the "Ultimate Recipient")

OF THE SECOND PART

WHEREAS The Minister and the Ultimate Recipient have agreed to enter into a Municipal Infrastructure Funding Agreement for the financing of the projects outlined in Schedule A, Municipal Capital Works funding program hereinafter referred to as the "Project", and have agreed to total project cost not in excess of \$4,269,822, including HST/GST.

AND WHEREAS the Minister of Transportation and Infrastructure has been authorized to negotiate an Agreement on behalf of the Province of Newfoundland and Labrador;

AND WHEREAS the designated signing officials of the Ultimate Recipient have been authorized by an appropriate resolution of the Ultimate Recipient dated the _____ day of _____ A.D., 20_____ (copy of which is attached hereto as Appendix "A" and forms part of this Agreement) to enter into this Agreement on behalf of the Ultimate Recipient;

THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, and the sum of One Dollar (\$1.00) now paid by each party hereto, one to the other, (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the Minister and the Ultimate Recipient hereby agree as follows:

1. OBLIGATIONS OF THE MINISTER:

1. To providing funding to the Ultimate Recipient, on a cost shared basis, as detailed in Schedule 1 of this agreement.
2. To make payment to the Ultimate Recipient, as costs are incurred, and upon receipt of the required documentation as outlined in the project guidelines.

2. OBLIGATIONS OF THE ULTIMATE RECIPIENT

1. To fund the Ultimate Recipient's share of the eligible Project Costs as detailed in Schedule 1 of this agreement.
2. To fund the HST/GST rebate share of the Project Costs as detailed in Schedule 1 of this agreement.
3. The UR may fund both of these funding contributions utilizing:
 - a) Own sources or;
 - b) Arrange financing through a registered financial institution, with an approval to borrow from the Government of Newfoundland and Labrador.
4. To fund all costs (fees and interest) associated with financing either the Ultimate Recipient Share, or the HST/GST rebate.
5. To ensure that all costs in excess of the authorized funding will be one hundred percentum (100%) responsibility of the Ultimate Recipient for funding and payment.
6. To inform Newfoundland and Labrador immediately of any fact or event, of which the Ultimate Recipient is aware, that will compromise wholly, or in part, the Project.

3. PROJECT SCOPE

1. The project scope has been approved as described in Schedule 2 of this agreement.

4. PROJECT DEADLINES

1. The Ultimate Recipient is responsible to have all contracts associated with the project signed and completed and final invoices submitted to Newfoundland and Labrador, in accordance with Schedule 3 of this agreement.

5. PROJECT CANCELLATION

5.1. BY THE ULTIMATE RECIPIENT

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient will be responsible for any costs associated with a withdrawn or cancelled Project, and will repay to Newfoundland and Labrador any and all disallowed costs and overpayments made under and according to the terms and conditions of this Agreement.

5.2. BY NEWFOUNDLAND AND LABRADOR

1. Newfoundland and Labrador will promptly inform the Ultimate Recipient of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient may not be responsible for any costs associated with a cancelled Project, unless the cause of cancellation is due to material breach by the Ultimate Recipient.

6. PROJECT AMENDMENTS

1. Subject to the prior written approval of the Department, the works may be amended provided the amendment does not exceed the approved funding set forth in this Agreement.

6.1. PROJECT SCOPE AMENDMENT

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to request a change in the approved scope.
1. The Ultimate Recipient will provide, at Newfoundland and Labrador's request and to Newfoundland and Labrador's satisfaction, additional information related to changes to a Project. The Ultimate recipient shall use the "project scope change request form" that will be supplied at the time of notification. As the required information may change from time to time, the Ultimate Recipient shall request a new form each time.
2. Newfoundland and Labrador will duly consider the scope change and promptly inform the Ultimate Recipient of approval as appropriate.

6.2. PROJECT TIMELINE AMENDMENTS

1. The Ultimate Recipient may request a change to the project time line for consideration, Newfoundland and Labrador will promptly inform the Ultimate Recipient acceptance of such request as appropriate.

7. FINANCIAL

1. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
1. Newfoundland and Labrador will not:
 - a) pay interest charges related to the Ultimate Recipient failing to make a payment to entities providing service or materials to the Ultimate Recipient;
 - b) pay capital costs for a Project until the requirements under section 1 (Environmental Assessment), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
2. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
3. The Ultimate Recipient shall submit monthly application for payment through the Municipal Support Information System (MSIS) with all required supporting information. Newfoundland and Labrador will process payment request and remit funds in a timely manner.

7.1. USE OF SURPLUS FUNDS

1. Should the approved project scope be completed and funds remain unused, the Ultimate recipient may request to utilize the funds to extend the approved project. Request and approval protocol shall be as per section **Error! Reference source not found.** Change in Project Scope.
2. Surplus fund can be transferred to:
 - a) Other approved projects within the Multi-Year Capital Works Funding approval Schedule A.
 - b) Unallocated status within the Multi-Year Capital Works Funding approval Schedule A to be used on future approved projects.
3. Funds will be considered surplus only after the original project scope has been completed.

7.2. PROJECT OVERRUNS

1. Should projects within the approved Schedule A for Multi-Year Capital Works funding result in costs higher than the approved funding amount, the Ultimate Recipient can:
 - a) Transfer funds from another project within the Schedule A, if that project is closed in MSIS and there are available funds
 - b) Fund the overrun from other non-provincial or federal sources;
 - c) Reduce the scope of the approved project, while still maintaining eligibility

8. AWARDING OF CONTRACTS

1. The Ultimate Recipient shall award all contracts in accordance with the Municipalities Act, 1999, or any successor legislation, and the Public Procurement Act 2018, or any successor legislation.

9. REQUIREMENTS FOR PROJECTS

1. A Project must meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
2. Building projects must meet or exceed the requirements of the National Energy Code of Canada, latest edition.
3. A Project must meet or exceed the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.
4. The project shall be executed in accordance with the Municipal Infrastructure Project Guidelines, edition in effect at time of signing of this Agreement.
5. The project shall follow all policy and guidelines issued by Transportation and Infrastructure that are applicable to the project.

10. ENVIRONMENTAL ASSESSMENT

1. No site preparation, vegetation removal or construction will occur for a Project and Newfoundland and Labrador has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Newfoundland and Labrador, until Newfoundland and Labrador is satisfied that the federal requirements under the Canadian Environmental Assessment Act, 2012(CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement.

11. AUDIT

1. The Ultimate Recipient will ensure that proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect of all Projects for at least six (6) years after the Agreement End Date.
2. Newfoundland and Labrador reserves the right to Audit at any time during the project and the six (6) years following.

12. ACCESS

1. The Ultimate Recipient will provide reasonable and timely access to Project sites, facilities, and any records, documentation or information for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement to representatives of Newfoundland and Labrador.

13. DISPUTE RESOLUTION

1. The Parties will keep each other informed of any issue that could be contentious.
2. If a contentious issue arises, Newfoundland and Labrador will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where Newfoundland and Labrador cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
3. Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.
4. Any payments related to any contentious issue raised by either Party may be suspended by Newfoundland and Labrador together with the obligations related to such issue, pending resolution.
5. The Parties agree that nothing in this section will affect, alter or modify the rights of Newfoundland and Labrador to terminate this Agreement.

14. DEFAULT

14.1. EVENTS OF DEFAULT

1. If Ultimate Recipient has not complied with one or more of the terms and conditions of this Agreement, that action constitutes the "Event of Default" under this Agreement

14.2. DECLARATION OF DEFAULT

1. Newfoundland and Labrador may declare default if:
 - a) The Event of Default occurs;
2. Newfoundland and Labrador gives notice to the Ultimate Recipient of the event, which in Newfoundland and Labrador's opinion constitutes an Event of Default; AND
3. The Ultimate Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of Newfoundland and Labrador that it has taken such steps as are necessary to remedy the Event of Default.

14.3. REMEDIES ON DEFAULT

1. In the event that Newfoundland and Labrador declares default under section 14.2 (Declaration of Default), Newfoundland and Labrador may exercise one or more of the following remedies, without limiting any remedy available to it by law:
2. Suspend or terminate any obligation by Newfoundland and Labrador to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
3. Suspend or terminate the approval of Projects;
4. Require the Ultimate Recipient to reimburse Newfoundland and Labrador all or part of the contribution paid by Newfoundland and Labrador to the Ultimate Recipient; or
5. Terminate this Agreement.

15. LIMITATION OF LIABILITY AND INDEMNIFICATION

15.1. LIMITATION OF LIABILITY

1. In no event will Newfoundland and Labrador, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
2. any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
3. any damage to or loss or destruction of property of any Person; or
4. any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or each of the Projects.

15.2. INDEMNIFICATION

1. The Ultimate Recipient will at all times indemnify and save harmless Newfoundland and Labrador, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:
2. any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
3. any damage to or loss or destruction of property of any Person; or
4. any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Newfoundland and Labrador in the performance of his or her duties.

16. ASSETS

16.1. DISPOSAL OF ASSETS

1. Unless otherwise agreed to by the Parties, Newfoundland and Labrador will require that the

Ultimate Recipient will maintain ongoing operations and will agree to retain title to and ownership of an Asset for the first five (5) years after substantial completion of the project.

2. If at any time within the first five (5) years after substantial completion of the project, an Ultimate Recipient disposes of, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, the Ultimate Recipient may be required to reimburse Newfoundland and Labrador, any funding received for the Project.
3. Exemptions are:
 - a) When the asset is transferred to Newfoundland and Labrador, a municipal or regional government; OR
 - b) With Newfoundland and Labrador's consent.

17. AMENDMENTS TO AGREEMENT

1. This Agreement may be amended from time to time on written agreement of the Parties.

18. CONFLICT OF INTEREST

1. No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Newfoundland and Labrador applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Ultimate Recipient will promptly inform Newfoundland and Labrador should it become aware of the existence of any such situation.

19. NO AUTHORITY TO REPRESENT

1. Nothing in this Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of Newfoundland and Labrador or to act as an agent for Newfoundland and Labrador. The Ultimate Recipient will take the necessary action to ensure that any Contract between The Ultimate Recipient and any Third Party contains a provision to that effect.

20. LOBBYIST

1. The Ultimate Recipient has not made and will not make a payment or other compensation to any individual required to be registered under the federal Lobbying Act that is, in whole or in part, contingent on the outcome of arranging a meeting between a public office holder and

any other person, or communicating with a public office holder in the awarding of any contribution funding or other financial benefit under this Agreement or negotiating, in whole or in part, any of the terms and conditions of this Agreement by or on behalf of Her Majesty in Right of Canada.

21. SEVERABILITY

1. If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions of this Agreement will continue to be valid and enforceable.

22. ASSIGNMENT

1. The Ultimate Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Newfoundland and Labrador. Any attempt by the Ultimate Recipient to assign any of the rights, duties or obligations of this Agreement without Newfoundland and Labrador's express written consent is void.

23. AMENDMENTS TO AGREEMENT

1. This Agreement may be amended from time to time on written agreement of the Parties.

24. WAIVER

1. A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

25. NOTICE

1. Any notice provided for under this Agreement may be delivered in person, sent by email, facsimile or mail, addressed to:

Director – Municipal Infrastructure
Municipal Infrastructure
Department of Transportation and Infrastructure
PO Box 8700 St. John's, NL, A1B 4J6

or such other address, email or facsimile number, or addressed to such other person as Newfoundland and Labrador may, from time to time, designate.

26. COMPLIANCE WITH LAWS

1. The Ultimate Recipient will comply with and require that each Project complies with all statutes, regulations, and other applicable laws governing Newfoundland and Labrador, the Ultimate Recipient and all Projects under this Agreement, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter.

27. SUCCESSORS AND ASSIGNS

1. This Agreement is binding upon the Parties and their respective successors and assigns.

28. PROJECT ANNOUNCEMENTS

1. The Ultimate Recipient will consent to a public announcement of the project by Newfoundland and Labrador. After official announcement of the project by Newfoundland and Labrador, the project will be considered to be in the public domain.

29. AGREEMENT SIGNATURES

1. This Agreement is executed in duplicate originals and each duplicate shall be deemed an original copy for all purposes.
2. This Agreement together with the letter of approval, and the Infrastructure Project Guidelines attached hereto, constitutes the entire Agreement between the parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

This Agreement has been executed on behalf of Newfoundland and Labrador by the Minister responsible for the Department of Transportation and Infrastructure, and by two designated signing officials of the Ultimate Recipient, the day and year first before written.

SIGNED by the
Minister of Transportation and Infrastructure
in the presence of:

_____	_____	_____
Witness Name (printed)	Signature	Date

_____	_____	_____
Minister of Transportation and Infrastructure (printed)	Signature	Date

SIGNED AND SEALED by the
Designated signing officials of
Town of Gander
in the presence of:

_____	_____	_____
Witness #1 Name (printed)	Signature	Date

_____	_____	_____
Signing Official #1 Name and Title (printed)	Signature	Date

_____	_____	_____
Witness #2 Name (printed)	Signature	Date

_____	_____	_____
Signing Official #2 Name and Title (printed)	Signature	Date

Schedule A

Approved Project List

Project	Project #
Alcock Crescent Water & Sewer Upgrades	17-MYCW-22-00041
Elizabeth Drive Sewer Infrastructure Upgrades	17-MYCW-22-00042
TCH loop Watermain	17-MYCW-22-00043
Wright Crescent Sanitary Infrastructure Upgrades	17-MYCW-22-00044
Pumphouse Upgrade Study	17-MYCW-23-00078

Schedule 2

Approved Project Scope

The approved scope of the project shall be:

As per the attached Schedule A.

Schedule 3

Project Timelines

	Milestone	Deadline
1	Sign project Agreement	45 Days from notification of project approval issued by the Minister
2	Consultant Contract Awarded	12 months from notification of project approval issued by the Minister
3	Construction Contract Awarded	24 months from notification of project approval issued by the Minister
4	Project Completion and final invoices submitted to Transportation and Infrastructure	As per table contained in project guidelines, but not more than 48 months from notification of project approval issued by the Minister.