



**TOWN OF GANDER
MEETING
REGULAR MEETING OF COUNCIL
Wednesday, March 25, 2026, 04:00 PM
Council Chambers**

Council Present:

Percy Farwell, Mayor
Pat Woodford, Councillor
Sheldon Handcock, Councillor
Tara Pollett, Deputy Mayor
Jim Lidstone, Councillor
Krystle West, Councillor
Samantha Abbott, Councillor

Staff Present:

Brad Hefford, Chief Administrative Officer
Alexa Oldford, Town Clerk
James Blackwood, Director of Planning and Public Works
Kelly Hiscock, Director of Corporate Services
Jerry Knee, Director of Community Services
Kayla White, Manager of Communications, Branding and Partnerships

Regrets:

Dave Shea, Fire Chief

1. CALL TO ORDER

The meeting was called to order by Mayor Farwell at 4:00 pm.

2. LAND ACKNOWLEDGEMENT

Mayor Farwell delivered the Land Acknowledgement.

3. VISITORS/PRESENTATIONS

3.1 Proclamation- Amyloidosis Awareness Month March 2026

Mayor Farwell proclaimed March as Amyloidosis Awareness month in Gander.

3.2 Proclamation- Easter Seals Month

Mayor Farwell proclaimed March as Easter Seals month in Gander.

3.3 Proclamation- Purple Day - March 26

Mayor Farwell proclaimed March 26 as Purple Day for Epilepsy in Gander.

3.4 Proclamation- Long Covid Awareness month

Mayor Farwell proclaimed March as Long-Covid Awareness month in Gander.

4. APPROVAL OF AGENDA

The agenda for the March 25, 2026, Regular Meeting of Council was presented for approval.

Resolution: **26-055**

Moved By Deputy Mayor Pollett

Seconded By Councillor Handcock

THAT the agenda for the March 25, 2026 Regular meeting of Council be approved, as presented.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

5. APPROVAL OF PREVIOUS MINUTES

5.1 March 04, 2026- Regular Meeting of Council

Minutes from the March 4, 2026 Regular meeting of Council were presented for approval.

Resolution: **26-056**

Moved By Councillor Woodford

Seconded By Deputy Mayor Pollett

THAT the minutes from the March 04, 2026 Regular Meeting of Council be approved, as attached.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

6. BUSINESS ARISING FROM PREVIOUS MINUTES

7. STANDING COUNCIL BUSINESS

7.1 Governance and Legislative Services

The Governance and Legislative Services Report was presented by Councilor Abbott.

a. Municipal Awareness Week 2026

Municipal Awareness Week is happening this year from May 4 to 10. This is a province-wide initiative that recognizes the important role of municipal governments and staff in building strong, sustainable communities and is formally recognized by the Province in partnership with Municipalities Newfoundland and Labrador and the Professional Municipal Administrators of Newfoundland and Labrador.

In anticipation of the 2026 observance, the Town of Gander will begin planning local activities and promotional initiatives to highlight the work of municipal employees and increase public awareness of the services they provide to the community.

b. Community Standards Bylaw

The Community Standards By-law will be brought back to the next Council meeting for second reading and adoption, as staff are currently assessing feedback received. The proposed by-law establishes standards for property maintenance, protection of public spaces, and support for community safety.

Upon adoption of the new by-law, the Airgun By-Law (1994), the Nuisance Regulations (2020), and the Adult Materials Display Regulations (2018) will be repealed.

c. Physician Wellness Advocacy - Central Zone

Correspondence was received from the Physician Wellness Ambassador for NL Health Services – Central Zone, advising that the Provincial Physician Wellness Committee has been established to support and maintain physician wellness throughout Newfoundland and Labrador, including rural and remote areas, and expressing interest in collaborating with the Town on local initiatives related to physician wellness promotion and education, peer engagement and connection, and support for the psychological safety of physicians.

The Committee noted the potential value of initiatives that may support physician retention and recruitment in rural communities.

d. Delegated Authority Policy

The Committee discussed the need to establish a Delegated Authority Policy to clearly define decision-making authority across the organization and strengthen accountability and administrative consistency. The Town Clerk has requested that senior management provide a list of delegated authorities related to the functions within their respective departments. This information is required to advance the development of the policy, and departmental input will be necessary for the matter to proceed effectively.

e. Registration for MNL Symposium - May 7-9, 2026

The Committee discussed attendance for the 2026 Municipalities Newfoundland and Labrador (MNL) Symposium, which is scheduled to take place in Gander from May 7 to 9, 2026. It was noted that, through the Town's sponsorship of the event, two complimentary registrations are available to the Town. Following discussion regarding representation at the symposium, and the value of participation in sessions and networking opportunities, it was agreed that anyone who may find it beneficial to attend will register.

f. 2026 Professional Municipal Administrators Convention - Sponsorship Request

A sponsorship request was received from the Professional Municipal Administrators (PMA) in the amount of \$1,500 for the 2026 Convention and Trade Show. It was noted that, as part of its regular practice, the Town of Gander supports member organizations such as the PMA by providing a donation in lieu of travel expenses that would otherwise be incurred to attend events. Council also recognized the value of Gander being a preferred host community and expressed pride in supporting the PMA's continued commitment to hosting in Gander.

Resolution: **26-057**

Moved By Councillor Abbott

Seconded By Councillor Handcock

THAT the Town of Gander approve the sponsorship of \$1,500 for the 2026 PMA Annual Convention, which will be hosted in Gander.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

g. Town Clerk - Quarterly Report

During the first quarter of 2026, the Town Clerk's Office continued to support governance and administrative functions across the organization. This included reviewing governance materials, supporting clear and consistent corporate documentation, and helping ensure administrative practices aligned with legislative requirements. The Office also prepared formal correspondence related to incident and liability claims, coordinated privacy and access to information training for staff, and supported improvements in records management and corporate documentation practices through the review of templates, tracking tools, and related records. This work supports accountability, consistency, and effective administrative processes.

Looking ahead, priorities include continued support for legislative and policy work, records management, and governance documentation to support Council's decision-making.

7.2 Planning and Public Works

The Public and Planning Works Report was presented by Councilor Handcock.

a. Development Application - 106 Trans-Canada Highway

Notice was given that Council received a request for a discretionary use to construct and occupy two buildings at the subject property for the purpose of operating two quick service restaurants.

It was noted that the property is zoned Commercial Highway (CH), and that catering, including restaurants, is permitted as a discretionary use within the CH zone under the Town of Gander Development Regulations.

Resolution: **26-058**

Moved By Councillor Handcock

Seconded By Councillor Woodford

THAT the discretionary use application to construct and occupy two buildings for the purpose of operating two quick service restaurants at the 106 Trans-Canada Highway be approved, subject to all conditions outlined in the permit, including but not limited to any applicable provincial requirements.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

b. Accessory Building By-Law - Second Reading

The Accessory Building Regulations were presented to Council with a recommendation for adoption, as attached. The amendments will permit developers to invest more in all non-residential zones, provide greater opportunity for better utilization of existing developed properties, and provide increased flexibility in attracting new development in Gander.

Council was advised that the regulations, previously adopted under the *Municipalities Act*, are now required under the *Towns and Local Service Districts Act* to be enacted as a by-law. Accordingly, the Accessory Building By-Law is brought forward for second reading adoption.

Resolution: **26-059**

Moved By Councillor Handcock

Seconded By Deputy Mayor Pollett

THAT Council approve the second reading and adopt the Accessory Building By-Law, as attached.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

Resolution: **26-060**

Moved By Councillor Handcock

Seconded By Councillor West

THAT the Town of Gander Accessory Building Regulations be rescinded.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

c. Home Based Business Application - 14A Jones Place

Council received an application from J Roberts Counselling to operate a virtual mental health counselling service from 14A Jones Place. It was noted that a home occupation is permitted as a discretionary use within the applicable zone. The application was advertised in accordance with the Town's Development Regulations, and no objections were received by the advertised deadline.

Resolution: **26-061**

Moved By Councillor Handcock

Seconded By Councillor Abbott

THAT J Roberts Counselling be permitted to operate a virtual mental health counselling service from 14A Jones Place, subject to all conditions outlined in the permit.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

d. Public Works Departmental Report

During the period from February 19 to March 11, the Public Works Department completed 16 deployments for snow and ice control and carried out four pothole repairs. During the same period, the Water and Sewer Division responded to 24 service calls and completed one repair to municipal infrastructure.

e. Planning Departmental Report

The Planning Department report for the period from February 19 to March 11 was presented to the Committee for review. The report summarized applications received, permits issued, compliance letters processed, and provided an overview of new construction activity during the reporting period. It was noted that six applications were received, eight building permits were issued, eight occupancy permits were issued, and 21 compliance letters were completed.

f. Notable Dates

Garbage collection scheduled for the Good Friday Holiday, April 3rd. is rescheduled to Thursday April 2nd.

Residents are advised that the Waste Transfer Station will be open on Saturday, April

11, 2026, from 8:00 am to 4:00 pm Residents are encouraged to attend earlier in the day to ensure sufficient time to complete service prior to closing.

The 2026 Annual Curbside cleanup is scheduled for May 4th - 15th, inclusive.

Residents are reminded that the winter parking ban is still in effect until April 30, 2026. During this period, street parking is not permitted from 12 am to 8 am, or at anytime of day that would hinder snow clearing operations.

Council would like to remind residents that details of notable dates and events can be viewed on the Town's website at www.gander.ca

7.3 Community Services

The Community Services Report was presented by Councilor Lidstone.

a. Central Newfoundland Hockey League

A request has been received from members of a prospective senior hockey team in Gander to join the Central Newfoundland Hockey League for the 2026–27 ice season. A meeting will be scheduled to discuss requirements and next steps.

b. Gander Geek Fest

The annual Gander Geek Fest will take place from Saturday, May 2nd to Sunday, May 3rd. The event will be open daily from 9 am to 3 pm and the cost is \$5 per person which can be paid at the door.

The event will consist of games, contests, crafts, prizes and over 40 vendors.

For more information, please call the Community Services Department at 709-651-5929.

c. Upcoming Events

The following events will take place in the coming month:

March 26: Melodies & Morsels featuring Karla Pilgrim & Jackie Sullivan

March 27 - 29: Steele Hotels Provincial U15 Female Hockey Tournament

April 6 - 8: Steele Hotels Provincial U18 Hockey Tournament

April 8: Commander Gander Easter Egg Hunt

April 9 - 11: Steele Hotels Provincial U11 Hockey Tournament

April 15: Community Wellness Session

For more information, please contact the Community Services Department at 709-651-5927.

d. Open Door Community Youth Network (CYN)

The Open Door Community Youth Network (CYN) has advised that it is experiencing operational challenges and has temporarily paused regular programming while it undertakes internal planning and regrouping. Council acknowledged the value of the services CYN provides to youth in the community and expressed its interest in being a supportive community partner as the organization works through this transition.

Council agreed that, where appropriate, the Town would explore reasonable ways to support continuity of youth services during this period. Management will continue discussions with CYN and will report back to Council as appropriate.

e. Sound System and Lighting Support Structure

Cost savings were realized under the ACOA-funded project “Event & Tourism Hosting”, and it was proposed that the Town explore the purchase of a roof support structure for the Steele Community Centre to accommodate lighting and sound equipment. Management noted that cost options will be explored further.

7.4 Corporate Services

The Corporate Services Report was presented by Deputy Mayor Pollett.

a. Approval of Credit Facility Limits

Scotiabank, the Town of Gander’s banking services provider, requires Council approval of the Town's credit facility limits.

Resolution: **26-062**

Moved By Deputy Mayor Pollett

Seconded By Councillor Lidstone

THAT Council approve an Operating Line of Credit in the amount of \$5,500,000 and Scotia Visa Business Cards with a total aggregate limit of \$350,000.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

b. Ministerial Correspondence – Financial and Human Resource Oversight

Council has received correspondence from the Minister of Municipal and Community Affairs outlining Council’s governance responsibilities under the *Towns and Local Service Districts Act*, including oversight of financial reporting, payroll controls, procurement practices, audit processes, and human resource requirements.

The letter emphasizes Council’s role in oversight and inquiry, not day-to-day administration, and encourages the use of strong internal controls, and compliance with legislative and policy requirements.

Administration advises that existing Town policies and procedures are generally aligned with the guidance provided. The correspondence is presented as a governance reminder and for Council’s information and discussion.

c. MYCW 2020-2023 Schedule “A” Amendment

The Committee was presented with correspondence from the Department of Transportation and Infrastructure, dated March 6, 2026, advising that Council’s request to re-allocate funding within the 2020–2023 Multi-Year Capital Works Program had been approved.

It was noted that the revised Schedule “A” reflects a re-allocation of approved funding from the Traffic Calming – Cooper Boulevard project to the Neighborhood Park project, while maintaining the overall approved Multi-Year Capital Works funding amount.

Resolution: **26-063**

Moved By Deputy Mayor Pollett

Seconded By Councillor Handcock

THAT the Town of Gander accept the cost shared funding as outlined in the Department of Transportation and Infrastructure approval letter dated March 6, 2026, and approve the 2020–2023 Multi Year Capital Works Program – Revised Schedule “A” as attached, and that the Mayor and Town Clerk be authorized to enter into and execute the required Municipal Infrastructure Funding Agreement and any related documents with the Department of Transportation and Infrastructure on behalf of the Town of Gander.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

d. Quote for Mission Control – Rowsell & Bondar

A quote for mission controls for the two lift stations at Rowsell and Bondar was submitted to the Committee for review.

The mission control system serves as a centralized platform for real-time monitoring and management of municipal systems. In the event of any issues, the system immediately triggers an alarm. This solution is subscription-based and software-driven, and it is currently implemented at the Bristol lift station. Therefore, it is recommended to grant Samson Equipment a single-source award to maintain compatibility and standardization.

This item is \$1,074.12 over budget.

Resolution: **26-064**

Moved By Deputy Mayor Pollett

Seconded By Councillor Handcock

THAT the Town of Gander award the quote for mission controls at Rowsell & Bondar lift stations to Sansom Equipment Limited in the amount of \$30,406.99 including HST.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

e. Property Tax Reductions

The Committee reviewed four (4) applications for residential property tax reductions, all of which met Council's established criteria. These reductions are the first requested in 2026, with a total amount of \$3,644.73.

Resolution: **26-065**

Moved By Deputy Mayor Pollett

Seconded By Councillor West

THAT all four (4) applications for residential property tax reductions with a total amount of \$3,644.73 be approved, as attached.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

f. Home-Based Business Taxation

The Committee discussed a request from a former resident seeking relief from an outstanding balance related to a home-based business. This balance included the annual minimum business tax and the interest accrued. Despite Town records indicating a business closure notice was submitted, the minimum business tax continued to be charged and remained on the account.

Upon considering the request, the Committee determined that it would be fair to prorate the minimum business tax based on the business's occupancy date. It was requested the schedule of rates and fees be amended and returned to the next meeting for review and consideration.

Resolution: **26-066**

Moved By Deputy Mayor Pollett

Seconded By Councillor Handcock

THAT Council reduce the balance for tax roll number #027000230001 by \$314.40. This reduction reflects the prorating of the minimum business tax to account for both the occupancy period and the closure date, including the applicable interest owed.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

7.5 Public Safety and Protective Services

The Public Safety and Protective Services Report was presented by Councilor West.

a. Community Safety and Well-Being

Council met with the Community Safety and Well-Being Lead to discuss the process for developing a Community Safety Plan for the Town of Gander, including the steps involved and the approach to be undertaken to support its development. Efforts are ongoing to collect information from stakeholders regarding their mandates and the needs they are seeing in the community.

Privacy considerations must be protected throughout the plan's development.

b. March Statistics

Gander Fire Rescue responded to 15 calls for service in March, including three medical assists and one motor vehicle collision.

It was further reported that, over the past 30 days, Municipal Enforcement responded to 33 resident concerns and conducted 84 traffic stops, resulting in 34 verbal warnings and 50 citations.

c. Community Engagement

Gander Fire Rescue participated in the Swim for Hope held on March 6. A donation was made, and attending members also took part in a cannonball competition. It was noted that the Swim for Hope fundraiser raised over \$25,000. Council extended its appreciation to Gander Fire Rescue for its participation and support.

The Committee was advised that the department has been approached to participate in STEAM Day at Gander Elementary and the Muscular Dystrophy Walk at Gander Academy. Gander Fire Rescue has participated in both events in previous years and intends to attend again this year.

d. Department Training

Council was advised that Gander Fire Rescue continues to place a strong emphasis on training and professional development to enhance member skills and service to the community. The Rookie Program remains ongoing, and participating members will soon begin responding to fire calls in dispatcher roles until their training permits on-scene response.

The department is also delivering in-house Firefighter Level II training and will partner with Grand Falls-Windsor to complete certification testing.

Members are scheduled to attend Hazardous Materials Operations training and testing in Deer Lake in April, while one member is currently completing Ground Cover Firefighting for Structural Firefighters training.

Fire Training School will be held in Marystown at the end of May, with several firefighters having applied to attend courses and two members scheduled to serve as instructors.

In addition, two members are set to complete two-day Occupational Health and Safety training on April 22 and 23, and members have also logged 18 hours of regularly scheduled training nights.

7.6 Communications, Engagement and Strategy

The Communications, Engagement and Strategy Report was presented by Councilor Woodford.

a. Rodent Prevention Mailout

Council's recently adopted Integrated Pest Management plan includes a focus on education and awareness, including providing information to residents.

The Committee was presented with a Rodent Prevention brochure that provides practical tips and outlines the Town's actions to support prevention.

The brochure will be mailed to residents in the coming weeks as part of ongoing education and awareness efforts.

b. Expression of Interest - Development and Operation of an Online Store for Town of Gander Branded Merchandise

The Committee reviewed a draft Expression of Interest for the development and operation of an online store for Town of Gander branded merchandise.

The Expression of Interest outlines an opportunity for a third-party partner to design, manage, and operate an online store featuring Town-branded items, with the goal of expanding access to merchandise and supporting community branding.

The Expression of Interest will be finalized and issued in the coming weeks.

c. Customer Service Centralization Update

Committee received an update on the Town's initiative to move to a centralized customer service model.

Committee was presented with the Contact Gander branding and advised that work is

underway to secure a dedicated phone number that will be easy to promote as a single point of contact for residents.

The centralized Customer Service Centre is intended to provide a more streamlined and accessible way for residents to connect with the Town. It is anticipated to be operational mid-April.

d. Advocacy Meetings and Tourism Accommodation Tax Partnership Announcement

Recently, senior leaders of the Town of Gander and the Gander International Airport Authority travelled to St. John's for two days of advocacy meetings with Provincial and Federal partners.

Meetings were held with Premier Tony Wakeham, Ministers responsible for Transportation, Infrastructure, and Municipal and Provincial Affairs, as well as federal representatives and aerospace stakeholders. Discussions focused on strengthening partnerships, building support, and advancing key priorities for a growing Gander, including infrastructure, economic development, and regional service delivery.

The visit concluded with the YQX Connects Networking Event, which brought together Gander leaders and more than 80 invited guests from across multiple sectors, including tourism, sport, aerospace, conference planning, film, arts and culture, government, airline, academic, fisheries, development, and investment.

During the visit, the Town also announced a Tourism Accommodation Tax partnership with the local accommodation sector, including the signing of a Memorandum of Understanding between Mayor Percy Farwell and John Steele of Steele Hotels.

The Town also introduced the Regional Event and Active Living Infrastructure Plan at the Steele Community Centre, a key project intended to expand Gander's capacity to host events, tournaments, and regional competitions.

Overall, this was a strong and productive initiative that supported Council's efforts to build partnerships, advance priorities, and position Gander for continued growth as a regional hub.

e. 9/11 25th Anniversary Branding & Marketing Strategy

Council reviewed the draft 9/11 25th Anniversary Branding and Marketing Strategy.

The strategy outlines a coordinated approach to communications and branding to

support the anniversary and associated events, with a focus on reflection and remembrance.

Work will continue to refine and implement the strategy.

f. Development of a Seasonal Photography Program for Promotion Efforts

Committee reviewed a proposal for the development of a Seasonal Photography Program.

The program will support the Town's communications and promotional needs through the creation of a locally sourced image library, including a call for local photographers to capture seasonal images of the community.

Council agreed to proceed with the proposed approach.

g. Special Request for Assistance - Gander Military Family Resource Centre

Committee received a request for assistance from the Gander Military Family Resource Centre.

The request relates to welcoming approximately 50 new military families to the community and includes support through donations of items for welcome packages.

Committee agreed to contribute to the welcome packages in support of the initiative.

h. Council Engagement Report

Community engagement continues to be an important part of Council's work, supporting open communication, collaboration, and responsiveness to local needs.

Over the past month, Council members participated in a number of community events and meetings, including:

- Attendance at the Lost Flight of the Eagle Premiere
- Hosted a media event regarding the Tourism Accommodation Tax Partnership
- Hosted and participated in YQX Connects Networking Reception

As Council's spokesperson, the Mayor continues to lead advocacy and strategic initiatives that support community priorities. Recent activities included:

- Attended the ribbon cutting for Gander's first Indian Food Store, Gander Malabar Spices
- Brought greetings at the Salvation Army 80th Anniversary Celebration Dinner
- Attended meetings with Premier Tony Wakeham, Ministers responsible for Transportation, Infrastructure, and Municipal and Provincial Affairs, as well as federal representatives and aerospace stakeholders, focused on advancing key priorities for a growing Gander
- Brought greetings at the
- Kinsmen Club of Botwood All NL Spring Zone 2026 Banquet
- Brought greetings at the Water and Wastewater Workshop

8. ADMINISTRATION

9. CORRESPONDENCE

10. NEW BUSINESS

11. ADJOURNMENT

Mayor Farwell requested a motion for adjournment.

Resolution: **26-067**

Moved By Councillor Woodford

Seconded By Deputy Mayor Pollett

THAT the March 25, 2026 Regular Meeting of Council be adjourned at 4:47 p.m.

For (7): Mayor Farwell, Councillor Woodford, Councillor Handcock, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (7 to 0)

P. Farwell, Mayor

A. Oldford, Town Clerk

Amyloidosis Awareness Month

WHEREAS, March is Amyloidosis Awareness Month, a month dedicated to raising awareness, funding research, and supporting those living with amyloidosis and their loved ones; and

WHEREAS, Amyloidosis is a group of diseases that occurs when an abnormal protein, known as amyloid, builds up in the tissues and organs of the body. Left untreated, the disease can result in organ failure and can be fatal; and

WHEREAS, Amyloidosis can mimic the signs and symptoms of more common medical conditions and the disease can be challenging to diagnose; and

WHEREAS, Amyloidosis often affects people who are older or middle aged; however, younger people have been diagnosed with this disease; and

WHEREAS, Some of the signs and symptoms of amyloidosis can include shortness of breath, weight loss, fatigue, swelling in the ankles and legs, numbness in the hands and feet, foamy urine, carpal tunnel syndrome, bruising around the eyes, and an enlarged tongue; and

WHEREAS, Early diagnosis can lead to better outcomes for both patients and their families; and

WHEREAS, Raising awareness about all the amyloidosis diseases, including hereditary and nonhereditary forms of the disease, can contribute to the building of healthier communities across Canada.

Proclaimed this 25th day of March 2026.

Percy Farewell, Mayor, Town of Gander

PROCLAMATION

Easter Seals Month

WHEREAS More than 130,000 people of all ages in our province live with disabilities such as physical, sensory, cognitive, or other disabilities that present barriers to full participation in society;

WHEREAS Easter Seals Newfoundland & Labrador is a charitable organization with a vision for a community where all people with disabilities live full, healthy, and active lives. A mission to engage, inspire, and maximize opportunities for people with disabilities of all ages by providing meaningful programs and services;

WHEREAS Easter Seals NL's **Recreation Programs** help those with disabilities explore what they can do, through independence camps, art and music therapy, and adaptive sports, promoting full, active, and healthy, socially engaged lifestyles;

WHEREAS Easter Seals NL offers **Employment and Educational Services** to assist those with barriers to employment in successfully transitioning from home and school into adulthood and independence with a focus on preparing for, obtaining, and maintaining gainful employment;

WHEREAS Easter Seals NL **'I Can Too' Disability Awareness Program** activities foster disability awareness and sensitivity and provide tools for accessibility and inclusion;

THEREFORE, with the support of the Council of _____, I sign this proclamation and declare the Month of March in 2026 to be observed throughout the _____ as Easter Seals Month.

I call upon all citizens of this community to support this worthy charitable organization and the people of all ages and all disabilities it serves.

Proclamation

Purple Day for Epilepsy

March 26th

WHEREAS, Purple Day is a global effort to promote Epilepsy Awareness in countries around the world; and

WHEREAS, Purple Day was founded by nine-year-old Cassidy Megan of Nova Scotia, who wanted to let people know that if you have epilepsy you are not alone; and

WHEREAS, Epilepsy is a chronic neurological disorder, which affects each person differently, estimated to affect more than 10,000 people in Newfoundland and Labrador, over 300,000 people in Canada, and 50 million people worldwide; and

WHEREAS, One in ten persons will have at least one seizure during their lifetime; and

WHEREAS, The public is often unable to recognize common seizure types, and unable to respond with appropriate first aid; and

WHEREAS, Purple Day will be celebrated on March 26th annually to increase understanding, reduce stigma, and improve the quality of life for people living with epilepsy throughout the country and globally

NOW, THEREFORE, be it resolved that I, _____, of _____, do hereby proclaim March 26th as Purple Day in an effort to raise awareness and understanding of epilepsy, and to support all those who live with seizures each day.

Dated this _____ day of _____, 20_____

Signature

Town of Gander's

March 2026 Proclamation

Recognizing the Ongoing Impact of Long Covid in Our Community

Proclamation

Long Covid Awareness Month Proclamation – March 2026

WHEREAS: Long Covid is a significant and ongoing public health concern affecting 3.5 million Canadians (excluding children) following COVID-19 infection (Statistics Canada, 2023). The likelihood of developing Long Covid increases cumulatively with each infection with a 38% chance with 3 or more infections; and,

WHEREAS: Approximately 10 to 20 percent of people with Covid-19 develop Long COVID after recovery and can struggle with various multi-organ symptoms including high blood pressure, irregular heartbeat, chronic fatigue, brain fog, muscle pain, vision changes, which can impact population determinants of health including daily life, work, and overall well-being.

WHEREAS: The National Academics of Sciences, Engineering and Medicine (NASEM) defines Long Covid as the “development of or worsening of a chronic condition that occurs after COVID-19 infection and is present for at least three months, affecting multiple organ systems and resulting in a wide range of symptoms including fatigue, cognitive impairment, shortness of breath, and cardiovascular issues”; and,

WHEREAS: According to World Health Organization (WHO), hundreds of millions of people globally have experienced Long COVID, making it a significant and on-going public health concern. According to Center for Infectious Disease Research and Policy (CIDRAP), the global

economic toll of Long COVID is \$1 trillion in annual losses attributed to persistent symptoms after COVID infection; and,

WHEREAS: There is no cure nor formal treatment for Long COVID. Early recognition, research, inclusion and support for those affected by Long COVID are essential to improving quality of life, advancing treatment options, and fostering understanding and awareness of this already existing public health issue; and,

WHEREAS: According to the Health Adjusted Life Expectancy (HALE), Newfoundland and Labrador is amongst the lowest in Canada with a reported value of 63 years in 2023. Since 2019, NL has had a sustained drop in life expectancy.

WHEREAS: Awareness and education initiatives of Long COVID helps develop an understanding, inclusion and advocacy for those living with this condition, while encouraging community, healthcare and policy initiatives to address its long term impacts through prevention strategies given there is no cure;

THEREFORE: Be it resolved that I, Mayor Percy Farwell, do hereby proclaim the month of **March 2026** to be **Long Covid Awareness Month in the Town of Gander**.

Dated at Gander, Newfoundland and Labrador this _____ day of March 2026.

Percy Farwell

Mayor, Town of Gander



**TOWN OF GANDER
MEETING
REGULAR MEETING OF COUNCIL
Wednesday, March 04, 2026, 04:00 PM
Council Chambers**

Council Present:

Percy Farwell, Mayor
Pat Woodford, Councillor
Tara Pollett, Deputy Mayor
Jim Lidstone, Councillor
Krystle West, Councillor
Samantha Abbott, Councillor

Staff Present:

Brad Hefford, Chief Administrative Officer
Alexa Oldford, Town Clerk
James Blackwood, Director of Planning and Public Works
Kelly Hiscock, Director of Corporate Services
Jerry Knee, Director of Community Services
Dave Shea, Fire Chief
Kayla White, Manager of Communications, Branding and Partnerships

Regrets:

Sheldon Handcock, Councillor

1. CALL TO ORDER

The meeting was called to order by Mayor Farwell at 4:00 pm.

2. LAND ACKNOWLEDGEMENT

Mayor Farwell delivered the Land Acknowledgement.

3. VISITORS/PRESENTATIONS

4. APPROVAL OF AGENDA

The agenda for the Regular Meeting of Council was presented for approval.

Resolution: **26-037**

Moved By Deputy Mayor Pollett

Seconded By Councillor Woodford

THAT the agenda for the March 4, 2026 Regular meeting of Council be approved, as presented.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

5. APPROVAL OF PREVIOUS MINUTES

5.1 February 11, 2026 - Regular Council Minutes

Minutes from the February 11, 2026 Regular Meeting of Council were presented for approval.

Resolution: **26-038**

Moved By Deputy Mayor Pollett

Seconded By Councillor West

THAT the minutes from the February 11, 2026 Regular Meeting of Council be approved, as attached.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

5.2 February 27, 2026 - Special Meeting minutes

Minutes from the February 27, 2026 Special Meeting of Council were presented for approval.

Resolution: **26-039**

Moved By Councillor Lidstone

Seconded By Deputy Mayor Pollett

THAT the minutes from the February 27, 2026 Special Meeting of Council be approved, as attached.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

6. BUSINESS ARISING FROM PREVIOUS MINUTES

7. STANDING COUNCIL BUSINESS

7.1 Governance and Legislative Services

The Governance and Legislative Services Report was presented by Councillor Woodford.

a. Community Standards Bylaw - First Reading

The Community Standards By-Law was presented for first reading. The by-law is intended to set property maintenance standards, protect public spaces, and support community safety. The draft includes provisions for noise, exterior lighting, nuisances and unsightly premises, pest and vermin control, snow and ice depositing, enforcement, appeals, and penalties.

Resolution: **26-040**

Moved By Councillor Woodford

Seconded By Deputy Mayor Pollett

THAT Council approve First Reading of the Community Standards By-Law and proceed to Second Reading.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

b. Accommodation Tax Sector Participation Policy - First Reading

Council reviewed the proposed Accommodation Tax Sector Participation Policy, which establishes the Accommodation Tax Advisory Committee (ATAC) with majority

representation from accommodation providers, outlines a sector-led engagement model with weighted input, and confirms the allocation of Accommodation Tax revenues to the Event & Active Living Centre (or eligible scaled facility) and related marketing, attraction, and event-hosting initiatives.

Resolution: **26-041**

Moved By Councillor Woodford

Seconded By Councillor Lidstone

THAT Council approve First Reading of the Accommodation Tax Sector Participation Policy and proceed to Second Reading.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

c. Federation of Canadian Municipalities - 2026 Conference

The Committee discussed the upcoming Federation of Canadian Municipalities (FCM) conference scheduled for June 4–7, 2026, in Edmonton. Council reviewed the value of attending and noted that participation supports professional development, networking, and the Town’s advocacy efforts on municipal priorities. It was decided that this year the Mayor, the CAO (or designate), and Councilors West and Abbott will attend. Council also emphasized the importance of strategic attendance, encouraging delegates to coordinate session selections, divide responsibilities, and share key takeaways afterward to maximize benefit and avoid duplication.

d. Municipalities Newfoundland and Labrador - International Women's Day

Council received correspondence for information regarding Municipalities Newfoundland and Labrador’s initiative to collect and publish profiles of women-identifying municipal leaders in recognition of International Women’s Day (March 8). Staff will proceed to nominate eligible individuals.

7.2 Planning and Public Works

The Planning and Public Works report was presented by Councillor Abbott.

a. Notable Dates

Residents are reminded that winter parking restrictions are in effect from November

1st - April 30th, annually. During this time, no vehicle shall be parked on any street between midnight and 8:00 am, regardless of weather conditions, nor may any vehicle be parked such as to impede or interfere with snow clearing operations at any time of the day or night, at any time of the year.

Residents are reminded that it is illegal to throw, sweep, shovel or place snow or ice from any private property upon any town street or sidewalk, or such that it obstructs access to fire hydrants.

Please be advised that the Waste Transfer Station will be open on Saturday March 14th, 2026, from 8:00 a.m. to 4:00 p.m. Residents are encouraged to be at the site earlier in the day to ensure time to complete the service prior to closing.

b. Accessory Building Regulations

The town of Gander accessory building regulations were presented to Council with recommendation for changes as attached. The proposed changes will permit developers to invest more in all non-residential zones, provide opportunity for better utilization of existing developed properties and greater flexibility in attracting new development in Gander.

The accessory building regulations were previously adopted as regulations under the Municipalities Act, however, under the Towns and Local Service Districts Act they are now required to be enacted as a bylaw. The proposed amendments were presented for First Reading, and it was noted that the matter will be brought forward in bylaw form for Second Reading.

Resolution: **26-042**

Moved By Councillor Abbott

Seconded By Deputy Mayor Pollett

THAT Council approve the First Reading of the proposed amendments to the Town of Gander Accessory Building Regulations, as attached, and that the amendments be brought forward in the form of a bylaw for Second Reading, in accordance with the Towns and Local Service Districts Act.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

c. Planning Departmental Report

The Planning Department report for the period of January 29 to February 18 was presented to the Committee for review. The report summarized applications received, permits issued, compliance letters processed, and provided an overview of new construction activity during the period, as attached. It was noted that four applications were received, two building permits were issued, one occupancy permit was issued, and 13 compliance letters were completed.

d. Public Works Departmental Report

During the period of January 29 to February 18, the Public Works Department completed 45 deployments for snow and ice control and carried out 13 pothole repairs.

The Water and Sewer Division responded to 34 service calls and completed three repairs to municipal infrastructure.

e. Municipal Plan Amendment MPA#7, 2025 and DRA#9, 2025 (Phase 2)

The Town of Gander wishes to amend the Gander Municipal Plan and Development Regulations to accommodate more diverse housing types in a number of zones within the planning area boundary.

Resolution: **26-043**

Moved By Councillor Abbott

Seconded By Councillor West

THAT Tract Consulting proceed with Phase 2 of an amendment/review process of our Municipal Plan and our Development Regulations to develop a more inclusive, diverse housing type.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

f. Town of Gander - Wastewater Effluent Report, 4th Quarter

The Committee was presented with a summary of the Town of Gander Wastewater Effluent Quality Report, outlining wastewater quality results in relation to the Wastewater Systems Effluent Regulations for each parameter. The most recent report,

for the fourth quarter of 2025, indicated that effluent quality was within the recommended guidelines. It was also noted that composite samples are collected bi-weekly by Wastewater Treatment Plant Operators and submitted to an accredited laboratory for testing.

7.3 Community Services

The Community Services report was presented by Councillor West.

a. Upcoming Events

The following events will take place in the coming weeks:

March 6 – 8: Gander Collegiate Concorde Cup

March 12 – 14: Dept. of Fisheries & Oceans Hockey Tournament

March 13 – 15: Central U15 AAA Female Hockey Tournament

March 18: Seniors Community Wellness Session

March 20 – 21: Cy Hoskins Tournament

b. Kinsmen Club of Botwood

Council discussed correspondence regarding the Kin Canada All-Newfoundland and Labrador Spring Zone 2026 Conference, scheduled for March 20–22, 2026, in Gander, with approximately 150 delegates expected to attend. The organizing committee requested municipal support through a hosting donation, specifically a conference advertisement and an item for inclusion in the delegates' registration kits. Council considered the recommendation to purchase a full-page advertisement at a cost of \$100. It was also noted that the Mayor has been invited to attend the banquet as a representative of the municipality.

Resolution: **26-044**

Moved By Councillor West

Seconded By Councillor Abbott

THAT a full page advertisement be purchased at a cost of \$100 for the Kin Canada All-Newfoundland and Labrador Spring Zone 2026 Conference in March.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

c. Cobbs Pond Dog Park Volunteer Support Committee

Council discussed a request from a local volunteer group interested in forming a support committee for the dog park at Cobb's Pond Rotary Park. The group outlined plans to assist with park cleanups, fundraising, and establishing a communication channel between dog park users and the Town of Gander. Council noted the request to meet with a Town representative to discuss the proposed committee and next steps for collaborating on the initiative.

d. Ridgedale Players Community Theatre

Council discussed correspondence from Ridgedale Players, a non-equity community theatre based in Michigan, seeking guidance on identifying a meaningful charitable initiative to allow patrons to give back to the people of Gander and surrounding area in recognition of the community's support during the events of September 11, 2001. It was suggested that staff provide the group with information and contact details for the Gander Community Fund as a potential beneficiary.

e. Theatre Calgary

Council reviewed a sponsorship proposal from Theatre Calgary regarding its upcoming production of *Come From Away*, which outlined three sponsorship opportunities: Production Sponsor (\$50,000), General Sponsor (\$25,000), and Opening Night Sponsor (\$10,000). Following review and discussion, it was recommended that the Town not provide sponsorship for this production.

f. Kiwanis Music Festival

The Kiwanis Music Festival will be taking place from March 23 - 27, 2026. It is recommended to provide a gold sponsorship in the amount of \$250.

Resolution: **26-045**

Moved By Councillor West

Seconded By Councillor Lidstone

THAT a gold sponsorship, in the amount of \$250, be provided to the Kiwanis Music Festival.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor

Carried (6 to 0)

7.4 Corporate Services

The Corporate Services report was presented by Councillor Lidstone.

a. Banking Services

The Committee reviewed the evaluation results for RFP25-08 - Banking Services, completed by a three-member Town staff review team, noting that the proposed services exclude long-term borrowing. Following assessment of five submissions, Scotiabank is identified as the recommended proponent, having met all mandatory requirements and offering the best overall value to the Town, including the waiving of core banking service fees for the full contract term, competitive interest on surplus balances and line of credit rates, and a \$5,000 contribution toward transition costs to reduce implementation expenses.

Resolution: **26-046**

Moved By Councillor Lidstone

Seconded By Deputy Mayor Pollett

THAT RFP25-08 for banking services be awarded to Scotiabank for the term ending December 31, 2029.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

b. Evangel Pentecostal Church Tax Exemption

The Committee reviewed a request from the Evangel Pentecostal Church seeking a tax exemption for its residential housing units located at 55 and 57 Elizabeth Drive. The request meets the conditions outlined in the Town's Policy #F026 – Affordable Housing Tax Exemption and, as a result, the properties qualify for exemption from property and water/sewer taxes.

Resolution: **26-047**

Moved By Councillor Lidstone

Seconded By Councillor West

THAT the Evangel Pentecostal Church residential housing units at 55 and 57 Elizabeth Drive be exempt from property and water/sewer taxation for 2026.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

c. Requisition for Salt

The Committee reviewed a request from the Planning and Public Works Department for authorization to acquire additional salt to replenish inventory, noting that over 1,000 metric tonnes have been used to date due to current winter weather conditions.

It was reported that the approved 2026 salt budget is \$200,000, with expenditures currently totaling \$193,840, and that following the proposed purchase the Town will maintain an inventory of approximately 340 metric tonnes. It was noted that salt is procured through the provincial government tender process.

Resolution: **26-048**

Moved By Councillor Lidstone

Seconded By Deputy Mayor Pollett

THAT the Town purchase 160 metric tonnes of salt from Avalon Coal Salt and Oil Ltd. at a total cost of \$37,368.56, HST inclusive.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

d. Golden Legion Manor Request for Tax Reduction

The Committee reviewed a request from the Board of Directors of Golden Legion Manor seeking a municipal property tax reduction for its apartment buildings on Memorial Drive.

Golden Legion Manor requested the same consideration as other charitable and not-

for-profit organizations in the Town of Gander that receive municipal property tax exemptions.

Following discussion, Council agreed that a reduction in municipal property taxes would provide meaningful financial relief, support the continued availability of affordable seniors' housing, assist with required capital and accessibility improvements, and contribute to the long-term viability of this service, while providing comparable tax treatment to other non-profit organizations.

Resolution: **26-049**

Moved By Councillor Lidstone

Seconded By Councillor Abbott

THAT Golden Legion Manor be included on the 2026 Property Tax Exemption list for charitable and not-for-profit organizations and to approve the updated 2026 Schedule of Rates and Fees, as attached.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

7.5 Public Safety and Protective Services

The Public Safety and Protective Services report was presented by Deputy Mayor Pollett.

a. February Stats

The Committee received an update from Gander Fire Rescue advising that 12 calls for service were responded to in February, including five motor vehicle accidents, and motorists were reminded to use caution when driving in hazardous conditions.

The Committee also received an update from Municipal Enforcement indicating that, to date this season, 20 citations have been issued for obstructing snow clearing operations and 14 reported concerns were addressed regarding residents pushing snow into streets. Public Safety reminded residents that placing snow in the roadway is contrary to the Town of Gander's by-laws and creates a hindrance to Public Works snow clearing operations.

b. Adopt A hydrant

Public Safety received 21 new submissions in February. The Winner of this months

draw is Jody Boyd.

The Town of Gander thanks everyone who provided submissions and residents who have been keeping fire hydrants clear. These efforts go a long way in supporting community safety.

c. Equipment Donation

The Town of Gander has received a donation from GlobalMedic of a firefighting “Skid Unit,” consisting of a 250-gallon tank with an attached pump and hose designed to fit in the back of a pickup truck. This equipment will enhance Gander Fire Rescue’s ability to respond to small brush fires in areas with limited access for a pumper truck and will help free up fire apparatus for other calls involving minor fires and investigations. It was noted that the unit will strengthen mutual aid capabilities when assisting Forestry, as the hose and connections are compatible with forestry appliances and complement the portable pump and hoses approved in the previous budget.

d. Hazardous Zone Monitoring Initiative

Gander Fire Rescue has been approached to participate in a pilot project to monitor firefighter exposure to IDLH (Immediately Dangerous to Life or Health) atmospheres. It was noted that the initiative involves SCBA (Self-Contained Breathing Apparatus) mounted devices that record the level of toxins and particulates to which firefighters are exposed.

At this time, Gander Fire Rescue, Conception Bay South, and Witless Bay are expected to participate, and Gander Fire Rescue is considered an ideal department for the pilot due to the frequency of live burns and the ability to conduct realistic training.

e. Town Emergency Plan

The Town of Gander received a letter encouraging municipalities to review their Emergency Plan for accuracy and to conduct a tabletop exercise to practice items outlined in the plan.

A preliminary review of the Town of Gander’s Emergency Plan has commenced and management will be engaged to review and discuss potential updates, processes, and other required revisions.

7.6 Communications, Engagement and Strategy

The Communications, Engagement and Strategy report was presented by Councillor West.

a. Gander Heritage Oversight Committee

Council was advised that a community-led heritage committee is being formed and noted that it remains open to being informed and engaged as the initiative progresses. Council acknowledged the importance of heritage initiatives and Gander's unique heritage, and noted its support for community-led initiative and leadership.

b. 2025 Communications Year in Review

Council received a presentation on the 2025 Communications Year in Review, outlining the Town's digital communications performance and public engagement outcomes. Key highlights included approximately 7.5 million impressions, 20,171 followers, 25,536 website link clicks, 173,858 video views, and an overall engagement rate of 5.48%.

Council was advised that significant growth was achieved compared to 2024, driven by increased posting consistency, expanded use of video, enhanced emergency communications during forest fire season, strong community storytelling, the launch of a LinkedIn presence, and the rollout of the Town's new brand.

Council also discussed the role of digital communications in service delivery, transparency, and community connection, as well as the Town's platform strategy and priority focus areas for 2026.

c. Sale of Branded Merchandise

Council discussed the potential sale of branded merchandise featuring the Town's community brand. The discussion highlighted potential benefits, including promoting community pride, supporting place branding efforts, and enhancing tourism visibility.

Council directed staff to prepare an Expression of Interest (EOI) to explore partnership opportunities with a vendor to develop and operate an online store on behalf of the Town. Further details will be brought forward for Council's consideration at a future meeting.

d. Council Engagement Report

Community engagement continues to be an important part of Council's work, supporting open communication, collaboration, and responsiveness to local needs. Over the past month, Council members participated in several community events and meetings, including:

- Attendance at the Gander Community Advisory Committee meeting, supporting ongoing dialogue on local health services and community health priorities.
- Participation in SnoBreak activities.
- Attendance at A Celebration of Black Excellence, Brilliance and Contributions in recognition of Black History Month.

As Council's spokesperson, the Mayor leads advocacy and strategic initiatives that support community priorities. Recent activities include:

- Bringing greetings at the grand opening of the Airport Nordic Ski Club.
- Bringing greetings at the U16 Curling Provincials Opening Ceremonies.
- A meeting with representatives from the Town of Lewisporte to discuss regional priorities and opportunities for collaboration.

8. ADMINISTRATION

9. NEW BUSINESS

The New Business Report was presented by Deputy Mayor Pollett.

9.1 Heritage Designation of Gander International Lounge

This week, the Gander Airport International Lounge received provincial designation as a Registered Heritage Structure from Heritage NL.

Built in the late 1950s, the lounge has welcomed travellers from around the world and remains an important part of Gander's aviation story.

For many, it also represents the role our community played during the events of September 11.

This designation recognizes the historical and cultural importance of the space and helps ensure it will be preserved for the future.

On behalf of Council, we thank the International Lounge Foundation, Heritage NL, and everyone who worked to make this recognition possible.

While the International Lounge is now recognized as a heritage structure, our airport and our community remain a place to land, and a place where people are always welcome.

9.2 Multi – Year Capital Works Funding Reallocation

Administration is requesting to reallocate projected savings from the 2020–2023 Multi Year Capital Works funding to address the Neighborhood Park project overage.

Resolution: **26-050**

Moved By Deputy Mayor Pollett

Seconded By Councillor Woodford

THAT the provincial share of funding under the MYCW 2020-2023 agreement be reallocated from Traffic Calming Cooper Blvd project #17-MYCW-24-00089 to Neighborhood Park project #17-MYCW-24-00090, in the amount of \$43,154.16, net HST.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

9.3 Re-Appointment of Assessment Commissioner

Municipalities rely on the Assessment Act, 2006 as the foundation for assessing real property for the purpose of levying property taxes.

Property assessments are conducted by the NL Municipal Assessment Agency, mandated to systematically assess properties in municipalities using industry-based assessment techniques to ensure a fair and accurate determination of market value.

Under the provisions of the Act, there is an appeal process allowing property owners who believe their property has been improperly assessed to appeal to a third-party commissioner. The commissioner objectively considers arguments from the property owner or representative and the Municipal Assessment Agency Assessor. This process aims to provide a transparent and neutral avenue to ensure fairness for all parties involved.

The municipality is responsible for appointing an Appeal Commissioner to oversee this process.

Resolution: **26-051**

Moved By Deputy Mayor Pollett

Seconded By Councillor Woodford

THAT the Town of Gander reappoint Gerald Ralph as the Town of Gander Assessment Appeal Commissioner for 2026.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

Resolution: **26-052**

Moved By Deputy Mayor Pollett

Seconded By Councillor Woodford

THAT the Town of Gander reappoint Mitch Moran as the Town of Gander alternate Assessment Appeal Commissioner for 2026.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

9.4 Appointment of Town Clerk

A Hiring Committee comprised of Senior Management and Human Resource staff conducted an open job competition for the position of Town Clerk. Following the competition, the Hiring Committee recommended that Ms. Alexa Oldford be appointed as Town Clerk.

It was noted that an offer of employment has already been presented to and accepted by Ms. Oldford, conditional upon ratification by Council.

Resolution: **26-053**

Moved By Deputy Mayor Pollett

Seconded By Councillor Woodford

THAT Council accept the Hiring Committee's recommendation and, in accordance with Section 66 of the Towns and Local Service Districts Act, Ms. Alexa Oldford be appointed as the Town Clerk for the Town Council of Gander, effective March 4, 2026.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

10. ADJOURNMENT

Mayor Farwell requested a motion for adjournment.

Resolution: **26-054**

Moved By Councillor Woodford

Seconded By Deputy Mayor Pollett

THAT the meeting be adjourned at 4:47 pm.

For (6): Mayor Farwell, Councillor Woodford, Deputy Mayor Pollett, Councillor Lidstone, Councillor West, and Councillor Abbott

Carried (6 to 0)

P. Farwell, Mayor

A. Oldford, Town Clerk



TOWN OF
GANDER

ACCESSORY BUILDING BY-LAW

**Effective the xx day of xxxxx, 2026.
Motion #26-xxx**

ACCESSORY BUILDING BY-LAW

1.0 Title

1.1 This by-law shall be cited as the Accessory Building By-Law.

2.0 Purpose

- 2.1 The purpose of this by-law is to recognize the wants and needs of residents and business owners to incorporate an accessory building to their property. With this in mind, the construction and placement of any accessory building must follow certain guidelines which allow the maximum utilization of a property without negatively impacting neighbours, utility workers and the municipality in general.
- 2.2 Building Permits are required for the construction of all accessory buildings, including extensions/additions to existing structures. It is the responsibility of the homeowner to ensure that a building permit is obtained PRIOR to any construction.

4.0 Definitions

4.1 In this by-law, unless the context otherwise requires:

- (a) **Accessory Building** means a detached subordinate building not used for human habitation, located on the same lot as the main building structure or use to which it is accessory, the use of which is naturally or customarily incidental and complementary to the main use of the building, land or structure, and shall include:
Residential: Domestic garages, sheds, covered swimming pools, gazebos, greenhouses, or shelters for domestic pets.
Non-Residential: Workshops, garages or storage sheds etc.
- (b) **Building Footprint** means the greatest horizontal area of a building above grade within the outside surface of exterior walls or within the outside surface of exterior walls and the centre line of firewalls.
- (c) **Building Line** (See also Setback, Frontyard) means a line established by Council that runs parallel to a street line and is set at the closest point to a street that any building may be placed.
- (d) **Setback** means the least horizontal distance permitted between a lot line of a lot and the nearest portion of any building envelope on a lot.
- (e) **Setback, Frontyard** means the distance between the "building line" as defined in these regulations and the front street line of a lot.
- (f) **Setback, Rearyard** means the distance between the rear lot line and the rear wall of the main building on the lot.
- (g) **Setback, Sideyard** means the distance between the side lot line and the nearest sidewall of a building on the lot.
- (h) **Street Line** means the edge of a street reservation as defined by Council or the Province.

6.0 Application

6.1 Building Permit fee/Process

- 6.1.1 Building permit cost as per the Town of Gander current schedule.
- 6.1.2 Fee to be paid upon receipt of application.

ACCESSORY BUILDING BY-LAW

- 6.1.3 Where the Authority has been made aware that an accessory building has been erected, or construction has commenced, prior to the issuance of a building permit, the permit fee shall be doubled. Complete a Town of Gander Building Permit Application, which can be found online or at the Town Hall; <https://www.gandercanada.com/en/resourcesGeneral/BUILDING-PERMIT-APPLICATION-fillable.pdf>
- 6.1.4 To determine maximum size, permitted locations, and required sideyards for the property, contact the Planning and Public Works Department.
- 6.1.5 Provide a neat sketch on the back of the building permit application in the space provided. Indicate the size and location of the proposed accessory building, as well as the distances from rear and side boundary lines and the main building. Include the location of any easements, driveways, as well as any existing structures on the property, along with their measurements. A current real property report can be submitted along with the application to verify all data.
- 6.1.6 Pay the applicable fee as calculated by the Planning and Public Works Department after initial application review.
- 6.1.7 Once the application has been processed, a Town official will visit the property to assess site suitability.
- 6.1.8 Non-residential accessory buildings will also be subject to Service NL plan review; their approval is required before a building permit can be issued.
- 6.1.9 The building permit will only be issued after all criteria have been met.

7.0 General Information

- 7.1 No accessory building or part thereof shall project beyond a front building line. Corner lots are considered to have two (2) building lines. Accessory buildings located on corner lots in Residential zones are required to have a minimum sideyard of 6.0m on the flanking street. In a Non-Residential zone, a minimum sideyard of 10m is required on the flanking street. (Drawing #2S)
- 7.2 If an accessory building projects in front of the rear building line, then Development Regulation sideyards for the zone in question are in effect (Drawing #4S); If an accessory building projects in front of the rear building line, but not in front of the neighbouring properties rear building line, the sideyards for the zone in question are in effect. If the accessory building projects in front of the rear building line, but not in front of the neighbouring property, the sideyard shall be 2m. (Refer to Drawing# 21-1018-3R)
- 7.3 The cumulative total size for accessory buildings shall not exceed 8% of the lot in residential zones.
- 7.4 The cumulative total size for accessory buildings shall not exceed 14% of the lot in non-residential zones.
- 7.4.1 Variances will not be permitted
- 7.5 There Shall be a sideyard and rearyard minimum of 1.0m for accessory buildings up to 55m². For every percentage greater than the maximum of 55m², minimum sideyard, rearyard and building separations shall be increased proportionately in residential zones. There shall be a sideyard and rearyard minimum of 1.0m for accessory buildings in non-residential zones. Where non-residential properties are directly adjacent to residential zones, the abutting sideyard and/or rearyard will increase to 3m.

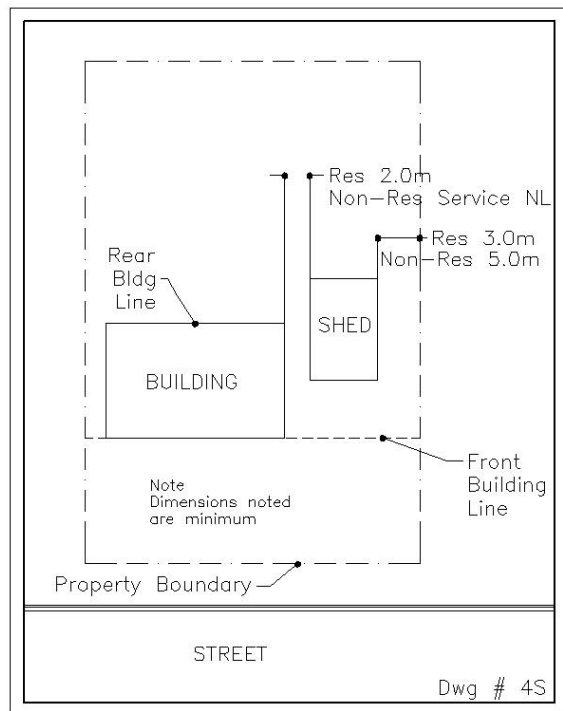
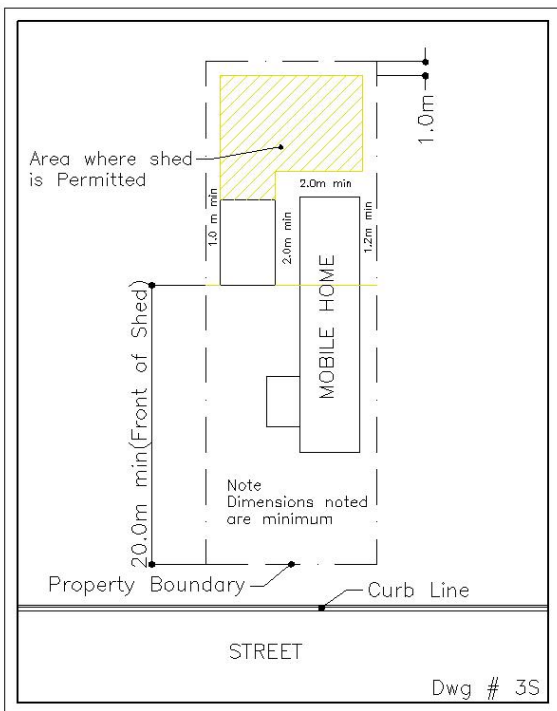
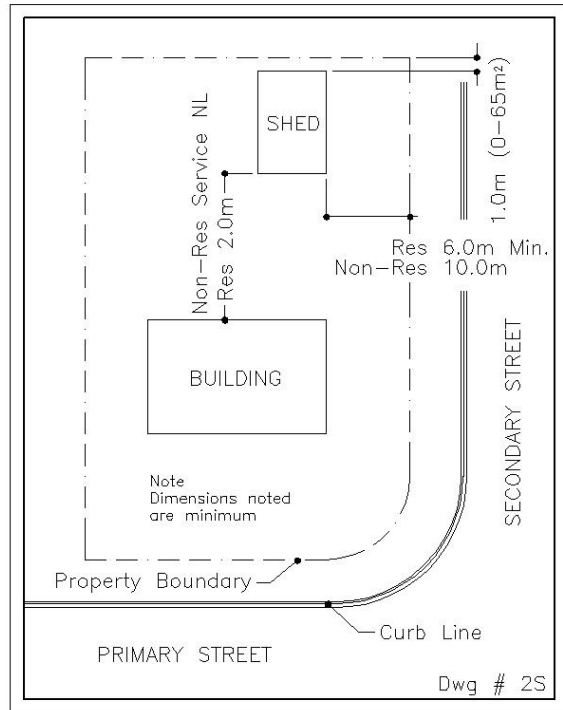
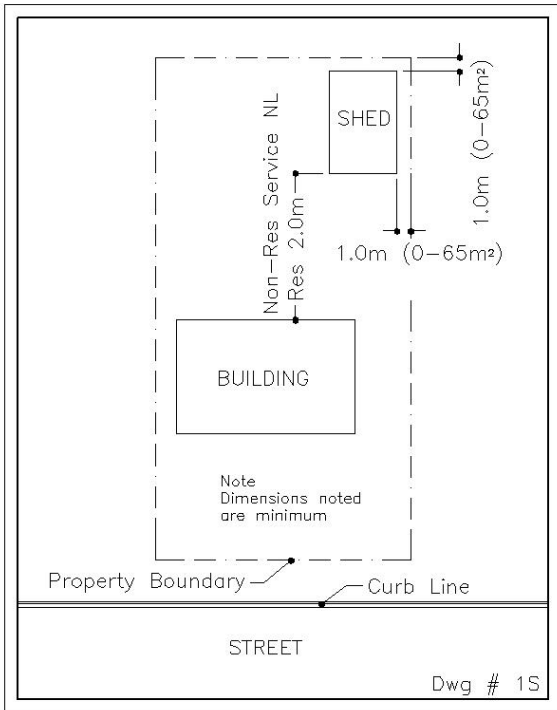
ACCESSORY BUILDING BY-LAW

- 7.6 Maximum height shall be no greater than 5.5m from finish grade to peak in residential zones. For non-residential buildings, height will be governed by the Development Regulations for the applicable use zone table.
- 7.7 Accessory buildings in residential areas shall be constructed a minimum of 2.0m from any dwelling unit. Separation from any non-residential building shall conform to Service NL requirement (Drawing #1S).
- 7.8 Residential Mobile Home (RMH) Zones
- 7.8.1 Accessory buildings shall be set back a minimum of 20 metres from the front property line (Drawing #3S);
 - 7.8.2 Accessory buildings shall be required to maintain a minimum 1.0m distance from the side and rear boundaries of the property. The property line between mobile homes is established as 1.2m from the neighbouring trailer on the minor sideyard side;
 - 7.8.3 If windows are to be installed in the accessory building on the side facing the adjoining property, a minimum 1.2m sideyard will be required;
- 7.9 All non-residential application are subject to review by service NL.

8.0 Council Discretion

- 8.1 Council delegates its approval authority under this Regulation to the Director of Planning and Public Works the Department of Engineering, Planning, and Development and the Authorized Agents of the Department for the purpose of approving permit applications that are in compliance with the provisions set forth in this Regulation.
- 8.2 Approval of permits that are outside the provisions of the regulations are under the authority of and subject to Council's approval in the form of an Approved Motion of Council.
- 8.3 When considering such applications, Council shall take into consideration the following but not limited to:
- 8.3.1 The location of the accessory building on the lot.
 - 8.3.2 The size of the accessory building compared to the dwelling/building on the lot.
 - 8.3.3 Visibility of the structure from neighbouring properties and/or street.
 - 8.3.4 If the accessory building will block the view/or light from adjoining properties.
 - 8.3.5 Site conditions.
 - 8.3.6 The amenity of surroundings areas.
 - 8.3.7 The definition of accessory building.
 - 8.3.8 Any representation received from neighbouring properties.
 - 8.3.9 Policies set out in the Municipal Plan/Development Regulations.

ACCESSORY BUILDING BY-LAW



ACCESSORY BUILDING BY-LAW



ACCESSORY BUILDING BY-LAW

01



Drawing Title:
ACCESSORY BUILDING-
PROPOSED REGULATION-
IMPACTS

Drawn By:
JUSTIN COLLINS

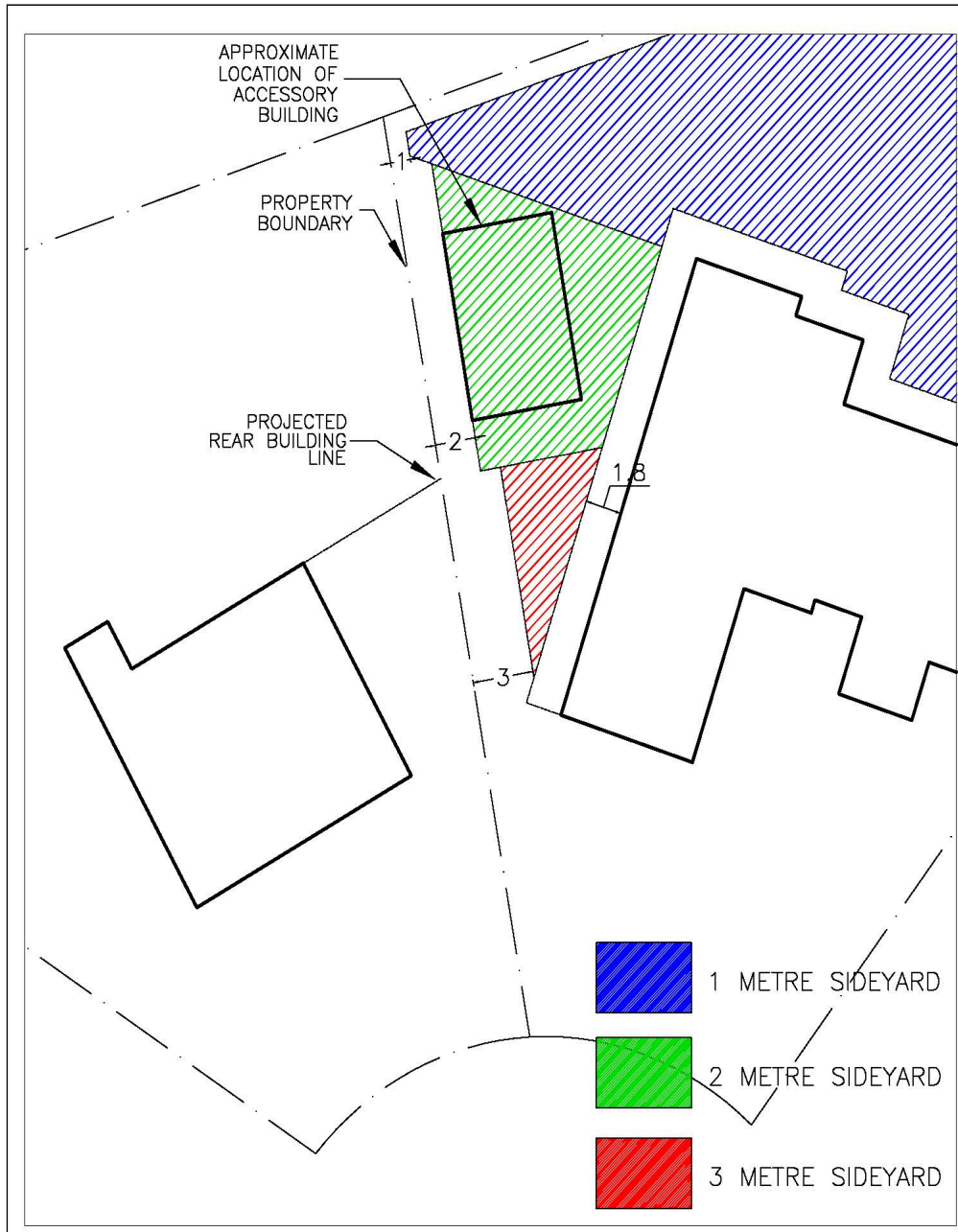
Date:
08/03/2021

Scale:
1:500

Drawing Number:
21-1018-2R

01

ACCESSORY BUILDING BY-LAW



Drawing Title:
ACCESSORY BUILDING—
PROPOSED REGULATION

Drawn By:
JUSTIN COLLINS

Scale:
1:250

Date:
05/03/2021

Drawing Number:
21-1018-3R

15.0 Inspections, Orders and Compliance

- 15.1 When construction is complete, contact the Engineering department for final inspection. All accessory buildings will be inspected upon completion for compliance with the Town of Gander's building regulations.
- 15.2 All accessory buildings within the boundary of the Town shall be maintained to the satisfaction of the Council and where an accessory building, in the opinion of the Council, is in need of maintenance, the Council shall so inform the owners or occupiers by registered letter.

ACCESSORY BUILDING BY-LAW

16.0 Service and Appeals

16.1 Service is sufficient if an Order or notice is:

16.1.1 Personally delivered to the person to be served;

16.1.2 Sent by registered mail to the person's last address on the Town's records. An Order or notice sent by registered mail is deemed to have been served on the third (3rd) day after the date of mailing, unless the person establishes that it was not received within that period. If for any reason mail is undeliverable, the Order shall be posted on the door of the property or in a conspicuous location. The Town may rely on proof of mailing and, where available, postal tracking information as evidence of service.

16.1.3 Where service cannot be made in those manners after reasonable efforts, posting the Order or notice in a conspicuous place on the property constitutes service.

16.2 The Town shall document and maintain a record of service for each Order or notice issued under this by-law, including any unsuccessful or attempted service and the steps taken to effect service.

16.3 A certificate of service shall be completed and provided to the Town Clerk for record keeping.

16.4 A person served with an Order under this by-law may, within 14 days after service or posting, appeal to an adjudicator appointed under the Urban and Rural Planning Act, 2000. While an appeal is pending, the Town shall not carry out the Order except as permitted by section 286 of the Towns and Local Service Districts Act, including where a stop work order applies or where a building poses an immediate threat to public health and safety.

17.0 Enforcement, Offences and Penalties

17.1 A person who contravenes this by-law commits an offence.

17.2 Where authorized by law, a by-law enforcement officer or other person authorized by Council may enforce this by-law by issuing a violation notice/ticket and may institute a prosecution by summons under the Provincial Offences Act, whether or not a violation notice/ticket has been issued.

17.3 A person convicted of an offence under this by-law is liable to the penalties provided by law.

17.4 Where an offence continues, each day that it continues constitutes a separate offence.

17.5 It is an offence to obstruct a by-law enforcement officer or to provide false or misleading information; in the absence of evidence to the contrary, the owner of land (or of a vehicle involved) may be deemed to have caused or permitted the offence.

17.6 Where immediate action is required to address an urgent risk to public health or safety, the Town Clerk (or designate) may make an interim determination and issue an interim Order on behalf of Council, which shall be presented to Council for confirmation, variation or revocation at the next Council meeting.

18.0 Compliance Period

18.1 Where an Order is issued under this by-law, the Town Clerk shall specify a compliance period of not less than fourteen (14) days, unless a shorter period is specified under the urgent remediation provision below.

18.2 Despite the foregoing, where a by-law enforcement officer, acting reasonably, has determined through inspection that the condition poses an immediate risk to public health or safety or requires urgent

ACCESSORY BUILDING BY-LAW

remediation, the Town Clerk may specify a shorter compliance period and shall include brief reasons in the Order.

19.0 Transitional, Repeal and Coming into Force

19.1 Prior actions, licences, permits or proceedings under predecessor by-laws continue unaffected.

19.2 Upon this by-law coming into force, the following are repealed: (a) Town of Gander Accessory Building Regulations

19.3 This by-law comes into force in accordance with law.

20.0 Regular Review of the By-Law

20.1 This by-law may be reviewed at anytime to assess its effectiveness and identify potential areas for improvement or amendment.

21.0 Effective Date

21.1 This by-law shall become effective upon the xxth day of xxxx, 202x by Motion #2x-xxx.

22.0 Publication

22.1 This by-law shall be posted to the Town's Website following adoption by Council.

V4 DRAFT - MARCH 2026

March 6, 2026

COR/2026/02707

**NOTIFICATION OF APPROVAL
Multi-Year Capital Works – 3 Year Allocation
2020-2023 Schedule A Amendment**

Mayor Percy Farwell
Town of Gander
100 Elizabeth Drive
Gander, NL A1V 1G7

Dear Mayor Farwell:

I am pleased to advise your request to reallocate funds within the existing MYCW allocation has been approved per the revised Schedule A (Attached).

Projects will be funded at a cost sharing ratio as outlined on the department's website for eligible costs net of HST/GST rebates. All projects are required to be completed with final claims for reimbursement by December 31, 2026.

NEXT STEPS

Please submit the following to mifunding@gov.nl.ca within 10 days of the date of this letter, with the project number referenced in the subject line:

1. A resolution (e.g. Minute of Council) passing a motion to enter into this Agreement A sample resolution is attached.
2. Signed Municipal Infrastructure Agreement(s) (attached). A copy will be returned for your records once signed by the department.
3. Funding agreement checklist. (attached)

The project(s) must be completed in accordance with the Municipal Infrastructure Funding Agreement and The Municipal Infrastructure Project Guidelines. The Ultimate Recipient should also be aware that prior to the commencement of any work related to the project, an initial project meeting must be arranged with the Regional Office. Please contact Central Regional Engineer, Wilf Maloney, P. Eng., at 709-256-1055.

Again, I'm pleased and excited to be able to help you progress this important infrastructure project.

Sincerely,



Kim Kieley, P. Eng, FEC
Director – Municipal Infrastructure
Transportation and Infrastructure

“Work together...Work safely”

/jl

Enc.

cc: Ms. Bettina Ford, MHA
A. Pomeroy, Regional Manager
W. Maloney, P. Eng., Regional Engineer
C. Johnson, Manager, Fed/Prov Programs
J. O’Leary, Admin Officer II
M. Madden, Accountant I

**Town of Gander
Multi-Year Capital Works Funding Agreement
2020-23 Schedule A**

Date: March 2026

Project	Project #	Revised Funding \$ July 2023	Revised Funding \$ Mar 2026	GST/PST Rebate \$	Net Funding \$	Provincial Share \$	Municipal Share \$
Alcock Crescent Water & Sewer Upgrades	17-MYCW-22-00041	1,845,038	1,845,038	171,893	1,673,145	1,171,201	501,943
Elizabeth Drive Sewer Infrastructure Upgrades	17-MYCW-22-00042	678,820	678,820	63,242	615,578	430,904	184,673
Traffic Calming Cooper Blvd	17-MYCW-24-00089	2,242,959	2,147,784	200,099	1,947,685	973,842	973,842
Neighborhood Park	17-MYCW-24-00090	260,797	340,110	31,686	308,423	185,054	123,369
TOTAL		5,027,614	5,011,751	435,235	4,236,407	2,761,002	1,783,828

Municipal Infrastructure Funding Agreement
2020-2023 Multi-Year Capital Works Program

This Agreement made this _____ day of _____, 20_____

BETWEEN

HIS MAJESTY THE KING 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 **\$5,011,751**, 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:

1.0 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.

2.0 OBLIGATIONS OF THE ULTIMATE RECIPIENT

1. To fund the Ultimate Recipient's share of the eligible Project Costs as detailed in Schedule A of this agreement.
2. To fund the HST/GST rebate share of the Project Costs as detailed in Schedule A of this agreement.
3. The UR may fund both utilizing:
 - a) Own sources; and, 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 more than the authorized funding will be one hundred per centum (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.

3.0 PROJECT SCOPE

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

4.0 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 B of this agreement.

5.0 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.

6.0 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.

2. 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.
3. 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 timeline for consideration, Newfoundland and Labrador will promptly inform the Ultimate Recipient acceptance of such request as appropriate.

7.0 FINANCIAL

1. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
2. 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 9.01 (Environmental Assessment), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
3. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
4. 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) Fund the overrun themselves; or
 - d) Reduce the scope of the approved project, while still maintaining eligibility.

8.0 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.

9.0 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.

10.0 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.

11.0 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 reserve the right to Audit at any time during the project and the six (6) years following.

12.0 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.

13.0 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.

14.0 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;
 - b) Newfoundland and Labrador give notice to the Ultimate Recipient of the event, which in Newfoundland and Labrador’s opinion constitutes an Event of Default; AND
 - c) 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. If Newfoundland and Labrador declare default, Newfoundland and Labrador may exercise one or more of the following remedies, without limiting any remedy available to it by law:
 - a) 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;
 - b) Suspend or terminate the approval of other Projects;
 - c) 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
 - d) Terminate this Agreement.

15.0 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:
 - a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
 - b) any damage to or loss or destruction of property of any Person; or
 - c) 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:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) 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.

16.0 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.

17.0 AMENDMENTS TO AGREEMENT

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

18.0 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.

19.0 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.

20.0 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 His Majesty in Right of Canada.

21.0 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.

22.0 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.

23.0 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.

24.0 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

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

25.0 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.

26.0 SUCCESSORS AND ASSIGNS

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

27.0 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.

28.0 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.

29.0 GENERAL

1. Time shall be of the essence with respect to all matters in this Agreement.
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
Traffic Calming Cooper Blvd	17-MYCW-24-00089
Neighborhood Park	17-MYCW-24-00090

Schedule B
Approved Scope

Schedule C

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.

Municipal Infrastructure Agreement Checklist

Please complete the checklist below and have a representative of the Ultimate Recipient sign and date the checklist on the applicable line. There is no need to return the Guidelines or the funding approval letter.

Please ensure that all items noted below are returned by email in PDF format to mifunding@gov.nl.ca

Document	Attached
Municipal Infrastructure Agreement Checklist (this document)	<input type="checkbox"/>
Signed Funding Agreement (1 PDF)	<input type="checkbox"/>
Minute of Council/Committee accepting the funding (1 PDF)	<input type="checkbox"/>

For Internal Use Only

Item	Ultimate Recipient	TI
Date received stamp is on the first page of the Agreement	N/A	<input type="checkbox"/>
Resolution to accept funding supported by Minutes of UR <ul style="list-style-type: none"> • Resolution to contain the project name, project number and project value • Include only the portion of the meeting minutes pertaining to the discussion and resolution of Council/Committee 	<input type="checkbox"/>	<input type="checkbox"/>
Date entered in the second "AND WHEREAS" clause of the Agreement (p. 1) <ul style="list-style-type: none"> • Once the signed by the Department, Municipal Infrastructure will complete the first line of the Agreement. 	<input type="checkbox"/>	<input type="checkbox"/>
Agreement signed by Designated UR Official and witnesses	<input type="checkbox"/>	<input type="checkbox"/>
Agreement signed by Minister (or delegate) and witnesses	N/A	<input type="checkbox"/>

To be completed by Ultimate Recipient representative:

Signature (UR)
Title (UR)
Date

To be completed by Municipal Infrastructure representative

Signature (MI)
Title (MI)
Date

Sample Council/Committee/ICG Resolution

At the Meeting on _____ day of _____, 20____,

_____ passed the following motion as it

relates to the Project number _____ Project name

Motion #: _____

Moved By: _____ Title: _____

Second By: _____ Title _____

“Be it resolved that, we the Ultimate Recipient _____ accept cost-shared funding as outlined in the Department of Transportation and Infrastructure project approval letter dated _____ day of _____, 20____, Project number _____ Project name _____ with a total project value of \$ _____. This council/board/ICG agrees to provide the Ultimate Recipient share value of \$ _____ in funding for this project and authorizes the Mayor/Committee Chair/AngajukKâk and Town Clerk/Secretary to enter into a funding agreement with the Department of Transportation and Infrastructure on behalf of _____.”

Motion Adopted/Defeated

In Favour _____ .

Opposed _____ .

Abstained or declared conflict of interest _____ .

Government of Newfoundland and Labrador

Department of Transpiration and Infrastructure
Municipal Infrastructure

Municipal Infrastructure Project Guidelines

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1 INTRODUCTION

1. It is essential for the Ultimate Recipient (UR), their Consultant and Contractors comply with these Guidelines in order for the Project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained. Additionally, that any incurred costs are within the program eligibility.
2. This guideline supports the execution of the Federal, Provincial, Municipal Cost share programs, and shall be used by all Ultimate recipients of funding, including:
 - a) Municipalities
 - b) Local Service districts
 - c) Inuit Community Governments
 - d) Not-for profit Organizations
 - e) For-Profit Organizations
3. For Ultimate Recipients that have been granted the privilege of Self-Administration, these Guidelines are amended with the Self-Administration Guidelines and approval to self-administer notification.

2 DEFINITIONS

The following terms are used throughout the Project Guidelines:

Department	The Department of Transportation and Infrastructure
Division	Municipal Infrastructure Division
Investing in Canada Infrastructure Program (ICIP)	Federal/Provincial cost shared funding program administered by the Municipal Infrastructure Division.
Municipal Capital Works Program (MCW)	Provincial cost shared funding program administered by the Municipal Infrastructure Division.
Municipal Support Information System (MSIS)	Web based software application used for Project management, tracking, and financial management of Projects funded through the Municipal Infrastructure Division.
Party/Parties	Means the combination of the organizations involved in a funded Project, specifically the Province, the Ultimate Recipient, and the Government of Canada, as dictated by context.
Project	Refers to the work which has been approved for capital works cost shared funding through the Municipal Infrastructure Division.
Province	The Province of Newfoundland and Labrador
Ultimate Recipient (UR)	An eligible organization receiving funding from the Division for a capital works Project.

3 ABBREVIATIONS / ACRONYMS

AHJ	Authority Having Jurisdiction
ATIPP	Access to Information and Protection of Privacy
BBB	Build Better Buildings Policy
CO	Change Order
ICIP	Investing in Canada Infrastructure Program
IFC	Issued for Construction
IFR	Issued for Review
IFT	Issued for Tender
INFC	Infrastructure Canada
LEED®	Leadership in Energy and Environmental Design
LSD	Local Service District
MAPA	Department of Municipal and Provincial Affairs
MCW	Municipal Capital Works
MI	Municipal Infrastructure
MSIS	Municipal Support and Information System
MYCW	Multi-Year Capital Works
NBCC	National Building Code of Canada
O&M	Operation and Maintenance Manuals
PCA	Prime Consultant Agreement
PEGNL	Professional Engineers and Geoscientists of NL
PPA	Public Procurement agency
PR	Project Representative from Municipal Infrastructure
RE	Regional Engineer
RFP	Request for Proposals
RFQ	Request for Qualifications
RO	Regional Office (Eastern, Western, Central, Labrador)
TI	Transportation and Infrastructure
UR	Ultimate Recipient

4 REFERENCE LEGISLATION

Including but not limited to the following, the most recent and current version, in no particular order.

1. Public Procurement Act
2. Occupational Health and Safety Act
3. Municipalities Act
4. Environmental Protection Act
5. Water Resources Act
6. Mechanics' Lien Act
7. City of Corner Brook Act (as appropriate)
8. City of St. John's Act (as appropriate)
9. City of Mount Pearl Act (as appropriate)
10. All other applicable provincial legislation and related regulations and policies
11. All applicable federal legislation

5 POLICIES

The following Policies must be followed by funding recipients:

1. Municipal Infrastructure Procurement of Professional Services Policy
2. Build Better Buildings Policy <https://www.gov.nl.ca/iet/files/publications-energy-betterbuildingspolicy.pdf>
3. Department of Environment, Climate Change, and the Department of Municipal and Provincial Affairs
 - a) Policy for Allocation of Water Use W.R. 88-1 (rev 1995)
 - b) Infilling Bodies of Water W.R. 91-1
 - c) Use of Creosote Treated Wood in Fresh Water W.R. 92-2
 - d) Treated Utility Poles in Water Supply Areas W.R. 93-01
 - e) Land and Water Developments W.R. 95-01
 - f) Flood Plain Management W.R. 96-1
 - g) Policy for Development in Shore Water Zones W.R. 97-1
 - h) Policy for Development in Wetlands W.R. 97-2
 - i) Ground and Water Sourced Heat Pumps W.R. 98-1
 - j) Drinking Water Monitoring & Reporting W.R. 09-1
 - k) Policy for Newfoundland and Labrador Water and Wastewater Operator Certification Program

6 PERMITTING BODIES

The UR is required to ensure that all relevant permits are received prior to start of work. Those may include but not limited to:

1. Department of Transportation and Infrastructure
2. Department of Environment and Climate Change
3. Department of Municipal and Provincial Affairs
4. Government of Canada

7 REFERENCE GUIDELINES

The following guidelines listed, but not limited to, apply to all Ultimate recipients:

1. Guidelines for the Design, Construction and Operation of Water and Sewerage Systems from the Department of Environment, Climate Change.
2. Selection Criteria and Guidelines for the Design, Construction and Operation of Potable Water Dispensing Units, from the Department of Environment, Climate Change.

8 TEMPLATES/FORMS

The following MI standard templates must be used, any modification, addition or deletion to these must be communicated and approved by MI:

1. Request for Proposals (RFP)
2. Request for Qualifications (RFQ)
3. Consultant Fee requests
4. Prime Consultant Agreement (MI standard document)
5. RFP / RFQ evaluation and debriefings
6. Status Report
7. Mandatory Safety Reporting by the Prime Consultant
8. MERX bid form template
9. In the case where a UR would like to utilize their wholly owned and developed documents, MI shall be given the opportunity to review and comment.

9 SPECIFICATIONS

The UR must use the following specifications as applicable, any modification, addition or deletion to these must be communicated and approved by MI:

1. Master Specification for Municipal Water, Sewer and Roads
2. Transportation and Infrastructure Highway Design Specification Book for TI owned assets and where referenced otherwise.
3. Transportation and Infrastructure NL Master Specification for Public Funded Buildings

10 PROJECT ADMINISTRATION

1. The Division's Project number shall be used on all correspondence, documents, Status Reports, etc., relating to this Project.
2. The first, and primary point of contact is the Regional Office and specifically the Project Representative (PR), once identified.
3. The Division's Municipal Support Information System (MSIS) will be used for various Project management and financial aspects of the Project.

11 PROJECT SCOPE OF WORK

1. The Project funding is approved by the Province based on a defined scope of work as applied for by the UR.
2. The project scope is defined in the project funding agreement.

11.1 PROJECT SCOPE CHANGE

1. From time to time the UR may wish to modify the scope of work for any number of reasons.

11.1.1 Multi-Year Capital Works (MYCW)

1. The UR will submit request for changes in scope of work and/or the reallocation of funding within "Schedule A" of the MYCW Agreement. Funds cannot be reallocated from unfinished projects.
2. The request is to be made to the Manager of Federal Provincial Programs.
3. Work cannot proceed on a proposed change until approval from MI is granted.
4. Approval is from the Director of Municipal Infrastructure, and in the form of a letter transmitted electronically.

11.1.2 Federal Programs and Provincial Municipal Capital Works Program

1. The UR shall submit a completed Project Scope Change Form request to the Regional Engineer.
2. The UR will be responsible for the completion and submission to the Regional Engineer, any form required by Infrastructure Canada. This can include outcomes forms, KML google earth images, etc.
3. Work cannot proceed on a proposed change in project scope until approval from MI is granted.
4. Approval is from the Director of Municipal Infrastructure, and in the form of a letter transmitted electronically. For federally shared Projects, this approval will be after approval is received from Infrastructure Canada.
5. Project scope changes will not be granted for use of surplus funds remaining once a Project is finished or nearing completion, or to change the fundamental nature of the approved Project scope.

12 PROJECT FUNDING TIMELINES

1. The Project delivery timelines are outlined for each stage of the Project.
2. Projects shall be cancelled if timelines are exceeded unless without approval by the Director obtained prior to the extension.

Milestone	Routine Projects	Complex Projects
Consultant Contract Awarded	12 Months from notification of Project Approval issued by the Minister	12 Months from notification of Project Approval issued by the Minister
Construction Contract Awarded	24 Months from notification of Project Approval issued by the Minister	24 Months from notification of Project Approval issued by the Minister
Project Completion and final invoices submitted to MI	36 Months from notification of Project Approval issued by the Minister	48 Months from notification of Project Approval issued by the Minister

Routine Projects - normally be completed within one construction season following contract award such as, water and sewer, pumphouse upgrades and road paving/repair Projects

Complex Projects - Projects that are typically considered multi-year construction or phased Projects; such as, major municipal/recreational buildings, water and wastewater treatment plants

12.1 CHANGE IN FUNDING TIMELINES

1. If the UR expects to exceed any of these timelines, they must immediately submit a request to extend the Project guidelines, in writing, to the Director of Municipal Infrastructure, indicating the new anticipated dates and the cause of delay.
2. A decision will be communicated to the UR in writing. The Director may provide an amended timeline based on the following considerations:
 - a) Scope and complexity of Project
 - b) Unanticipated environmental considerations
 - c) Extenuating circumstances that preclude the availability of key resources
3. Note that in some cases an extension may not be considered if it is outside federal requirements of federally funded Projects.

13 PROJECT FINANCIAL CONSIDERATIONS

13.1 APPROVED FUNDING

1. Funding is provided based on the UR's assurance (bank letter, etc.) to the Department of Municipal and Provincial Affairs (MAPA) of its ability to meet its share of the cost as identified in the Agreement.
2. The UR must meet its share of the Project costs, and the Province will not, under any circumstances, contribute by way of special grants or otherwise, any amount in excess of the approved Project costs.

13.2 APPROVAL TO BORROW

1. In the case where the UR is a Municipality or Local Service District, and they intend on borrowing their share of the project funding, they must have an "Approval to Borrow" from the Local Government Division of Municipal And Provincial Affairs prior to start of work.

13.3 INABILITY TO FUND SHARE

1. If the UR's financial position has changed since application and approval of the Project, so that it cannot meet its share, then the Regional Office shall be notified immediately in writing, and this Project will be cancelled. This will require a motion of the governing body.

13.4 PROJECT OVERRUNS

1. In the event that the project costs exceed the approved project funding, the UR will be responsible for all overruns or funding commitments that exceed the approved project funding.

13.5 SURPLUS FUNDS

1. In the event that a project is completed for less than the approved funding amount, the surplus funds will not be available to the UR to be used for any work outside the original scope. This does not apply to Projects approved under the MYCW program.

13.6 FINANCING INTEREST CHARGES

2. The Province will NOT fund any interim interest charges uncured by the UR for the Project. The UR is responsible for all financing charges.

13.7 GST/HST REBATES

1. Project eligible costs has been reduced by the amount of GST/HST rebate. The UR is required to apply for the appropriate rebates.
2. The GST/HST rebate is to be used by the UR as part of the Project funding.
3. Interim financing of the GST/HST rebate will be the responsibility of the UR if required.

13.8 REPORTING TO THE DIVISION

1. If requested by the Division, the UR must submit an itemized list of all cheques issued relating to the project, including cheque number, date, payee and amount, together with a copy of the cancelled cheques.

14 PROJECT COSTS

14.1 ELIGIBLE PROJECT COSTS MYCW AND MCW PROGRAMS

1. All costs considered by the Province to be direct and necessary for the successful implementation of an eligible Project including consultants, materials and labour.
2. The incremental costs of employees of an UR may be included as Eligible Expenditures for a Project under the following conditions:
 - a) The UR is able to demonstrate that it is not economically feasible to tender into a Contract;
 - b) The work is not related to the design, project management, or inspection of construction works; and
 - c) The arrangement of “work by own forces” is approved in advance and in writing by the Province.
3. Costs will only be eligible as of Project Approval date, costs incurred prior to approval will not be eligible.
4. The UR may charge to the Project expenses related to equipment rental rates, including the operators if pre-approved by the Department for such expenses.
5. Landscaping repairs/ reinstatement of areas damaged as a result of the Project, build back equal to pre-construction standard. Any enhancements are not eligible.

14.2 INELIGIBLE PROJECT COSTS

1. Costs incurred before Project Approval Date, and any and all expenditures related to contracts signed prior to Project Approval.
2. Costs incurred for cancelled Projects.
3. Leasing land, buildings and other facilities.
4. Leasing equipment other than equipment directly related to the construction of the Project.
5. Real estate fees and related costs.
6. Financing charges, legal fees, and loan interest payment.
7. Any goods and services costs which are received through donations or in kind.
8. Provincial sales tax, goods and services tax, or harmonized sales tax for which the UR is eligible for a rebate, and any other costs eligible for rebates.
9. General maintenance and operational costs.
10. Cost related to furnishings and non-fixed assets.
11. Modification, upgrade or replacement of privately-owned infrastructure unless damaged by works of the project, pre-damaged and post repair photos will be required.
12. Infrastructure constructed by private developers and subsequently transferred to the URs that did not meet current design and construction standards at the time of construction .
13. Legal fees.
14. Land surveys.
15. Media costs related to the Project (e.g. Radio ads, newspaper, social media, etc.).
16. Cost of temporary facilities related to continuance of the UR business for the duration of the Project.
17. Administration costs.
18. UR owned construction materials and labour, unless for Projects that have been pre-approved for Project Management – work by own forces.
19. Costs to purchase digital sign and mobile traffic control lights.
20. Vehicle rental/lease/purchase.
21. Costs associated with operating expenses and regularly scheduled maintenance work.
22. Replacement parts and tools.

14.3 COSTS FOR ICIP PROJECTS

1. Eligible Project costs for Investing in Canada Infrastructure Plan (ICIP) are outlined in the Integrated Bilateral Agreement (IBA), and are copied here for references purposes only.

14.4 ELIGIBLE EXPENDITURES

1. All costs considered by Canada to be direct and necessary for the successful implementation of an eligible Project, which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens and creating community employment benefit plans;
2. Costs will only be eligible as of Project Approval, except for costs associated with completing climate lens assessments, which are eligible before Project Approval, but can only be paid if and when a Project is approved by Canada.

14.5 INELIGIBLE EXPENDITURES

1. Costs Incurred before Project Approval and any and all expenditures related to Contracts signed prior to Project Approval, except for expenditures associated with completing climate lens assessments as required;
2. Costs incurred for cancelled Projects;
3. Land acquisition unless pre-approved by Canada;
4. Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
5. Any overhead costs, including salaries and other employment benefits of any employees of the UR, any direct or indirect operating or administrative costs of URs, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the UR's staff.
6. Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
7. Any goods and services costs which are received through donations or in kind;
8. Provincial sales tax, goods and services tax, or harmonized sales tax for which the UR is eligible for a rebate, and any other costs eligible for rebates;
9. Costs associated with operating expenses and regularly scheduled maintenance work;
10. Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and

11. All capital costs, including site preparation and construction costs, until Canada has confirmed that Environmental Assessment and Aboriginal Consultation obligations as required under Integrated Bi-lateral Agreement between Canada and the Province of Newfoundland and Labrador have been met and continue to be met.

15 PROGRESS PAYMENTS

15.1 REQUIREMENTS

1. The UR is required to pay consultants and contractors within the contractual requirements of those engagements, those being through Prime Consultant Agreements, or through Construction Contracts using MI's Unit Price Contract or Stipulate Price Contract.
2. The UR will be required to retain, and eventually release, holdback for construction contracts, per the requirements of the Mechanics' Lien Act.

15.2 PROCESS

1. To obtain payment from the Division the UR is required to submit, via MSIS a "Status Report". This may be submitted by the Consultant on the UR's behalf.
2. Status Reports must consider progress to date, and include substantiated invoices, statutory declarations (e.g. from WorkplaceNL), and other completed forms (e.g. Form 14) as appropriate. Status Reports submitted without the appropriate supporting information may be returned until such time as the requisite documents are in order, delaying payments.
3. The Consultant must submit Status Reports within 10 business days of the end of each month to the Division's Regional Engineer and the UR.
4. These Status Reports must span from the date of appointment of the Consultant to the date of final completion of the project, including warranty inspection and correction of warranty items.
5. The final Status Report must be marked as such.
6. The UR shall not pay consultant invoices unless the Status Report has been received and also shall not pay the final professional services invoice until any and all records documents (e.g. as-builts) are received.
7. Status Reports valued at less than \$1000 + hst should be held by the UR and submitted with the next month(s) only after the total is greater than \$1000+hst. Unless, it is the final status report for the project.

15.3 REQUIRED DOCUMENTATION FOR PAYMENT

1. The Status Report is required to be substantiated by, and include copies of:
 - a) Invoices
 - b) Engineering invoices
 - i) Travel claims, receipts (hotel, car rental, airfare, etc)
 - c) Substantial performance certificates
 - d) Contractor's progress payment and back up documents

16 PROJECT METHODOLOGIES

16.1 DESIGN-BID-BUILD

1. The Design-Bid-Build (DBB) Project delivery methodology involves engagement of professional services (most often by engineering and/or architecture teams), by an Owner for planning, conceptual and detailed design, and preparation of bidding packages for contractors to bid on.
2. The DBB delivery method allows for strict control by an Owner and their consulting team, over the form and function of a particular design solution to an infrastructure Project. This design control is a trade-off, increasing the cost risks to the Owner, as the Owner and their design team is fully responsible if there are errors, omissions, or unknown conditions found during the construction phase.
3. Typical phases for DBB Projects include:
 - a) Design Phase
 - b) Tender Phase
 - c) Construction Phase
 - d) Close out Phase
 - e) Warranty period

Typical Process within each of these phases comprise the following:

16.1.1 Design Phase

1. Consultant Engagement
2. Program Development or Pre-Design work
3. Concept Design
4. Detailed Design

5. Preparation of Bidding Documents (also known as Tender Documents)

16.1.2 Tender Phase

1. Open Call for Bids Period (also known as Tender Period)
2. Responding to Bidder questions and Issuing Amendments as needed.
3. Contract Award and Contract Signature between Owner and Contractor.

16.1.3 Construction Phase

1. Execution/implementation of the contract by the contractor.
2. Inspection by the Consultant for Quality and Progress Tracking.
3. Progress Payments issued as work is completed.

16.1.4 Close out Phase

1. Final Inspections are conducted to ensure work is complete per the design.
2. Substantial and Final Performance Certificates are issued.
3. Operation and Maintenance Manuals, Record Drawings, and other necessary documents are received.

16.1.5 Warranty period

1. Warranty period starts.
2. Any issues observed during warranty period are rectified by Contractor.
3. Warranty period ends with a final review by the Consultant.

16.2 DESIGN-BUILD

1. The Design-Build (DB) delivery method allows an Owner to engage with a Design-Build team, comprised of Contractors and Design Professionals, to provide the detailed design and construction services. The Owner will often hire a consultant to provide technical and project management oversight, and to establish and formalize the Project needs and goals through an Owner's Statement of Requirements.
2. The DB delivery method allows an Owner to establish an overall infrastructure need and Project budget, but shift the detailed design work and associated cost risk to the Design-Builder. The Design-Builder, on the other hand, has the advantage of being able to execute a Project in a more expedited timeframe, since construction can generally start before all the design work has been finalized. Additionally, having the

Design Professionals on the same team allows for quicker resolution of issues during construction.

3. While not strictly necessary for all types of DB Project, highly complex DB Projects will first go through a selection phase where Design-Builders respond to a public Request for Qualifications (RFQ). This RFQ is used to shortlist a small number Design-Build teams who demonstrate through their RFQ response that they have the capacity, expertise, and experience in DB Project delivery. These firms will then be privately invited to the Request for Proposals stage, where they submit their proposal containing their notional plans and designs for the Owner's consideration.
4. Typical phases for a DB Project involve the following:
 - a) Request for Proposals Development Phase
 - b) Request for Proposals Responses Phase
 - c) Contract Award Phase
 - d) Construction Phase
 - e) Close out Phase
 - f) Warranty period

The typical process for a DB Project includes the following:

16.2.1 Request for Proposals Development Phase

1. Obtain an Owner's Advisor
2. Program Development, Concept Design, and Development of Owner's Statement of Requirements
3. Design Build Request for Qualifications Development
4. Request for Qualifications Open Call
5. Request for Qualifications Submission review and Development of Short List
6. Design Build Request for Proposals Development

16.2.2 Request for Proposals Responses Phase

1. Issue Design-Build Request for Proposals (Shortlisted Proponents only)
2. Request for Proposals Response Review

16.2.3 Contract Award Phase

1. Negotiations with Preferred Proponent
2. Contract Development and Signature

16.2.4 Construction Phase

1. Execution/implementation of the contract by the Design-Builder.
2. Completion of Design Documents for Owner's Review.
3. Periodic Inspection by the Owner's Advisor for Quality and Progress Tracking.
4. Progress Payments submitted as work is completed by the Owner's Advisor.

16.2.5 Close out Phase

1. Final Inspections are conducted to ensure work is complete per the contract.
2. Substantial and Final Performance Certificates are issued.
3. Operation and Maintenance Manuals, Record Drawings, and other necessary documents are received by the UR and copied to MI.

16.2.6 Warranty period

1. Any issues observed during warranty period are rectified by the Design-Builder.
2. Warranty period ends with a final review by the Owner's Advisor.

16.2.7 Required Projects Utilizing DB process

1. The following Projects are required to be Design-Build - Request for Proposals, unless otherwise directed or approved by MI:
 - a) Water Treatment
 - b) Waste Water Treatment
 - c) Water storage towers/tanks
 - d) Buildings
2. Other methods may be allowable with prior approval of MI.

16.3 WORK BY OWN FORCES / PROJECT MANAGEMENT

The Municipal Infrastructure Policy and Guideline regarding Project Management /Work By Own Forces applies to all URs availing of that methodology. The following sections briefly describes the methodology, the Guideline shall govern.

16.3.1 Required Approval

1. MI approval must be obtained on a per Project basis, ineligibility of costs incurred may result without prior approval.

2. For federally funded Projects, approval by INFC must also be obtained. This is requested through MI on a per Project basis. Costs incurred may be ineligible without prior federal approval.

16.3.2 Requirements

1. UR may construct using own forces, however design must be completed by qualified, registered, and insured professionals.
2. UR forces utilized must be hired specifically for the work of the Project only.
3. The UR's engineering staff cannot provide design services (i.e. professionally stamped/sealed Project drawings) for funded Projects, unless the UR and its engineering staff are appropriately registered with Professional Engineers and Geoscientist of Newfoundland and Labrador, appropriate insurance is also required. Proof of licensure and insurance must be available upon request.

16.3.3 Eligible Costs

1. Salaries of staff employed specifically for a specific Project are eligible, overhead and profit may not be claimed for these employees.
2. Regularly employed staff are not eligible. MI may request records of employment to validate the claim for salaries of UR employed staff.
3. Project Management by UR engineering staff is not an eligible expense.
4. Overtime of regularly employed staff related to the Project is not an eligible expense.
5. In the case where UR engineering staff are providing services related to the design and inspection of a Project, the costs associated with this are not eligible.

17 LAND ACQUISITION

1. Any land required for the Project must be registered in the UR's name prior to approval to tender.
2. Costs relates to purchase of land are responsibility of the UR.

18 PROJECT PROCESS

18.1 PROJECT ACCEPTANCE BY ULTIMATE RECIPIENT

1. If the UR intends to accept Project funding, the UR is required to submit the following to MI:

- a) Sign and return the funding agreement (within the timeframe indicated on the Project Approval letter), and
 - b) A Resolution in support of the Project.
2. Concerning the resolution mentioned above, the governing body of the UR is required to provide a motion that is passed by the council or board indicating support for the Project, willingness to accept the funding cost shares, ability to provide their cost share, and acceptance of the terms and conditions of the funding agreement.
 3. Should the UR decide to decline the funding, the UR must provide the following to MI:
 - a) Notification of intent to decline Project funding (using the means indicated and within the timeframe indicated on Project Approval letter), and
 - b) A Resolution outlining the decision to decline the Project funding.

18.2 PROJECT INITIATION

1. The UR shall not commence work on a Project until a Project initiation meeting has been held with the Regional Office of the Division.
2. This meeting should be held within 15 days of signing the funding agreement.
3. It is the responsibility of the UR to make the arrangement for this meeting. Virtual meeting spaces are acceptable (Skype, Zoom, teleconference, etc.).
4. Agenda shall include but is not limited to an overview of the following:
 - a) Funding Agreement, Guidelines, and Requirements
 - i) Cost shares
 - ii) Division requirements
 - iii) Federal funding terms and conditions (for federally funded Projects)
 - iv) Eligible expenses or Projects costs
 - v) Climate Lens (i.e. Provincial, Federal)
 - vi) Build Better Building Policy and LEED
 - b) Project Announcements, public engagement
 - c) Project Signs
 - d) Project Scope
 - e) Time line
 - f) Procurement process, Public Procurement Act
 - g) Safety

- i) Specific Safety concerns
- ii) Ultimate Recipient
- iii) Consultant
- iv) Contractor
- h) Scope Change requests
- i) Monthly reporting
- j) Use of MSIS
- k) Status Reports
- l) Mechanic's Lien Act
- m) Cash flows
 - i) Funding timeline requirements
 - ii) Project design and construction schedule
- n) Commissioning
 - i) Requirements
 - ii) Process
- o) Project Closeout and Turnover
- p) Land Ownership
- q) Communication Requirements (with MI)

19 ENGINEERING SERVICES ENGAGEMENT

19.1 APPROVALS REQUIRED FROM MI

1. The Director of Municipal Infrastructure's approval is required before the UR can engage, or change, a consulting firm (engineering, architectural, etc.) in relation to the Project.
2. Once the solicitation of bids process is complete, with a recommendation made for a preferred proponent, a letter from the Director of Municipal Infrastructure will grant approval for the UR to enter in to an agreement with the recommended consultant.

19.2 PROCUREMENT REQUIREMENTS

1. Procurement of consulting and professional services must comply with the Public Procurement Act, and the Municipal Infrastructure Procurement of Professional

Services Policy (available at <https://www.gov.nl.ca/ti/files/Policy-Procurement-Policy-Professional-Services-MAY-2021.pdf>).

2. Procurement records must be maintained per the Public Procurement Act and available for audit at the request of MI or Public Procurement Agency.

19.3 CONSULTANT PROCUREMENT

19.3.1 General

1. The Regional Office will develop the scope of work utilizing department templates for Limited Call, Prequalified Supplier List, or Request for Proposals.
2. The UR will be provided a draft of the scope of work for approval, comments/approval is required in five (5) business days from receipt.
3. Consultant procurement will be undertaken in accordance with the Public Procurement Act, and MI's Procurement of Professional Services Policy. Requirements are outlined at a high level below for reference only.

19.3.2 Limited call

1. The Limited Call for Bids process is used where the estimated fees for consulting services is less than \$105,700 (before HST).
2. Solicitation of Bids can be from a limited number of potential suppliers, shortening the procurement timelines. MI requires that no fewer than five (5) potential suppliers are invited to provide pricing.
3. The Limited Call solicitation must be based on a prepared scope of work, created by the Regional Office, or if created by the UR, it must be approved by the Regional Engineer.
4. Limited Call Proposals submitted in response to the solicitation must be evaluated based on the criteria established in the Limited Call documents, but they will generally be based on lowest cost for services.
5. Once a preferred proponent is selected, a letter indicating Approval to Enter in to Contract will be issued to the UR by MI's Director.

19.3.3 Open call (Request for Proposals)

1. The Open Call Request for Proposal (RFP) process is used where the estimated fees for consulting services are greater than \$105,700 (before HST).
2. The Open Call RFP must be prepared in conjunction with the Regional Office, generally using the MI RFP template.

3. Solicitation of Bids (Responses) to the RFP must be publically advertised through MERX.
4. Open Call RFPs must not be advertised until approval has been granted by the Regional Engineer.
5. RFP Responses must be reviewed and evaluated by the Evaluation Committee comprised of:
 - a) MI Regional Engineer (as co-Chair of the Committee)
 - b) UR Contact Person (as co-Chair of the Committee)
 - c) MI PR
 - d) Others as determined by UR in consultation with MI Regional Engineer
6. The Evaluation Committee will make a recommendation on a preferred proponent based on the review of the submissions, and subsequent Evaluation Committee Meeting.
7. The Approval to Enter into Contract with the preferred proponent, based on the results of the RFP Evaluation, will be sent to the UR from the Director of MI.

19.3.4 Prequalified Supplier List

1. MI has developed a Prequalified Supplier List for use in Consultant Engagement under certain circumstances:
 - a) Routine Projects with estimated fees for consultant services in excess of \$105,700 (before HST). Routine Projects are outlined in the Procurement of Professional Services Policy.
 - b) Where MI determines the use of the PSL is appropriate.
2. Solicitation of Bids closely follows the process for Limited Calls, where a scope of work is prepared in consultation with the Regional Engineer, and the solicitation is sent to prospective suppliers. Where the process differs from the Limited Call process, is that the list of potential suppliers includes all of those suppliers who have been prequalified by MI for specific scopes of work in specific areas of the province.
3. Proposals received in response to the solicitation must be evaluated based on the criteria established in the scope of work documents, but they will generally be based on lowest cost for services.
4. Once a preferred proponent is selected, a letter indicating Approval to Enter in to Contract will be issued to the UR by MI's Director.

19.4 FORM OF AGREEMENT

1. Once a Consultant has been selected, the Approval to Enter into Contract will be provided, accompanied by the MI Standard Form of Agreement between Client and Consultant (also called the “Prime Consultant Agreement”, or PCA) for the UR and the selected consultant to sign.
2. The Regional Office will prepare the PCA, and it will be forwarded to the Consultant for review and signature. The Consultant will then forward the signed PCA to the UR for final review and signature.
3. Once the PCA is signed by the UR, it is forwarded to the Regional Engineer.
4. No consulting or professional services work is to be performed until the PCA has been signed by both the UR and Consultant.
5. The PCA must indicate the scope of work, the services, the deliverables, the fees and expenses to be charged, and include a Project schedule. Rates charged are to be in line with the service rendered not necessarily the seniority of the professional staff involved. Rates for expenses related to execution of the Project must be in line with those established in Section 19.7- Consultant Expenses.
6. The Consultant and any other agents of the UR must liaise with the Regional Office on all aspects of the Project.

19.5 CONSULTANT CONTRACT CHANGE ORDER

1. A Consultant Contract Change order is required to:
 - a) Change the scope of service
 - b) Change the deliverables
 - c) Change the timelines
 - d) Change allocated personnel
 - e) Other items of material nature that effects the terms and conditions of the contract
2. A Change Order (CO) is required to be pre-approved by the appropriate MI Regional Office.
3. All costs in excess of the approved funding amount indicated on the “Approval to Enter into Contract” letter will be 100% responsibility of the UR.
4. PCA COs must use Form 5A, available at <https://www.gov.nl.ca/ti/mi/mwsr/#forms>
5. Work related to the CO shall not proceed until the CO is approved by the Regional Engineer, in writing (via Form 5A).

19.6 CONTRACT EXTENSION

1. Any extensions to a PCA (consultant contract), if necessary, require the written approval of the Division. Unless exceptional circumstances apply, extensions will not normally be approved.
2. This is to be executed on the contract by either a no cost, credit, or debit CO as the situation warrants.

19.7 CONSULTANT EXPENSES

1. Expenses of the Consultant, any of their sub-consultants, or companies they engage for testing, are to be charged within the allowances set by the Government of Newfoundland and Labrador. Note that HST is not an eligible addition to these expenses.

Mileage - <https://www.gov.nl.ca/exec/tbs/working-with-us/auto-reimbursement/>

Meal Rate Policy / Per Diem - <https://www.gov.nl.ca/exec/tbs/working-with-us/meal-rates/>

Transportation Policy - <https://www.gov.nl.ca/exec/tbs/working-with-us/transportation/>

2. Sub-consultants or companies engaged to do work for the Prime consultant shall be reimbursed at cost.

20 DESIGN PHASE

20.1 PRE-DESIGN / PRELIMINARY ENGINEERING

1. If the location of infrastructure is unknown (including sub-surface), or in doubt, the consultant should locate the infrastructure using a CCTV inspection, infra-red technology, ground penetrating radar, or other non-destructive methods.
2. This location investigation is an eligible Project cost, and considered important in managing and mitigating potential issues during construction. When required, this should be included in the prime consultant agreement as an allowance.

20.2 CONSULTANT SAFETY REQUIREMENTS

1. Under the Occupational Health and Safety (OHS) Regulations, all communities or groups (The UR) are considered a Principal Contractor during a Project and must ensure work is performed safely and in compliance with the OHS requirements.

Prime Consultants are also considered Principal Contractors if they engage sub-consultants.

2. As per Section 21 of the Regulations, the Owner may delegate a person to assume the duty of Principal Contractor. Prime Consultants engaged for MI Projects are to will have been delegated this duty unless told otherwise by Municipal Infrastructure and the Owner.

20.3 DESIGN

1. Consultants are expected to conduct design work to all applicable codes, standards, industry best practice, and per any applicable provincial guidelines.

20.4 INTERDISCIPLINARY REVIEW

1. Consultants are expected to conduct any and all interdisciplinary reviews, as are necessary to ensure that Bidding documents (drawings, specifications, etc.) are free from coordination errors.
2. Consultants should be prepared to outline their internal processes for interdisciplinary reviews.

20.5 ISSUED FOR REVIEW (IFR)

1. Issued for Review (IFR) document packages will often be required for submission to Authorities Having Jurisdiction (AHJ) in order to show critical Project information necessary to obtain permits.
2. IFR document packages can also be used to demonstrate that the Consultant is achieving the end goal of the Project through their design, by providing sufficient information for the UR and MI Regional Office personnel to discuss the in-progress design, and provide corrective actions where and when needed.

20.6 ISSUED FOR TENDER (IFT) REVIEW

1. Issued for Tender Review (IFT) document packages are issued as a final review prior to Bidding documents being issued for open public calls.
2. Detailed review of IFT packages is a precursor to receiving the Approval to Tender from the MI Regional Engineer.

20.7 COMMENTS FROM MI

1. At all review stages, Consultants are expected to accept, review, respond (if necessary), and incorporate any and all comments from MI Regional Office personnel with respect to Project related matters. This includes, but is not limited to design aspects, procurement methodologies, tendering, contract award, construction phase, commissioning, and close-out.

20.8 CONSULTANT PROJECT REQUIREMENTS

1. The Consultant must also submit, prior to tender call, a copy of the plans and specifications to the UR and all relevant Government departments and agencies such as, Digital Government and Service NL, the Fire Commissioner's Office, Department of Environment and Climate Change, Department of Transportation and Infrastructure, and other agencies that might have jurisdiction for approval. Feedback received regarding non-conformances must be addressed, and deficiencies corrected.
2. The Consultant and any other agents of the UR must complete all applicable applications and forms required to obtain all relevant Permits to design and construct. The Regional Engineer requires a copy of these documents at the time of submission of plans and specifications for approval to tender.
3. Prior to tendering, the plans, specifications and a current detailed pre-tender cost estimate must be submitted to the Regional Engineer. Tenders cannot be called or contracts be awarded for the Project or any part of it without the approval of the Division.
4. Where applicable, the Consultant must produce a system operation and maintenance manual and submit it to the UR. This will be reviewed by the Regional Engineer prior to final acceptance.
5. The Consultant must submit copies of the as-built drawings within two months of substantial completion of the Project, the preparation of which is to be included as one of the professional services in the Consultant contract. Copies must be submitted to the UR and the Regional Engineer.
6. The consultant is responsible for the completion of the Warranty inspection and preparation of warranty inspection report. Additionally, the coordination of the corrective actions by the contractor.
7. The UR should hold payment of funds, sufficient enough to cover the costs of any undelivered deliverable in the contract.

21 TENDER PHASE

21.1 APPROVAL TO TENDER

1. Once the document package including all drawings, specifications, front end documents have been reviewed and approved by MI, the Regional Engineer will issue a letter giving the UR approval to tender the work. This approval will be copied to the consultant.
2. Approval to Tender will not be granted without a suitable pre-tender estimate, satisfactory to the Regional Engineer.
3. Approval to Tender will not be granted if there should arise any land ownership issues related to the Project, until such a time that the issues are addressed to the satisfaction of the Regional Engineer.
4. All permits required from Authorities Having Jurisdiction must be received prior to approval to tender being granted.

21.2 TENDER ADVERTISEMENT

1. All tenders are to be advertised through the Tendering and Contracts Division of the Department of Transportation and Infrastructure utilizing the eProcurement software (MERX). Should a UR wish to utilize their own eProcurement services, permission may be granted by MI upon request.
2. The Consultant, on behalf of the UR will submit to Tendering and Contracts all drawings, specifications, MERX Excel template and tender request memo. This is to be copied to the Regional Engineer.
3. The submitted documentation for advertisement must meet the requirements of the MERX system and Tendering and Contracts.
4. All bid submissions must be received electronically by Tendering and Contracts.
5. The UR shall not communicate any Project specific information to any plan taker.

21.3 TENDER AMENDMENT

1. Should changes to the tender document be required, amendments may be made. Any amendment must be issued to all plan takers, through the MERX system.
2. Where an amendment is required for an Open Call for Bids, the amendment must be sent to Tendering and Contracts with as much notice as possible. The Regional Engineer must be carbon copied on the email to Tendering and Contracts requesting the amendment.

3. If, however, an amendment is required on the day the Open Call for Bids closes, it must be received by Tendering and Contracts no later than two hours prior to the closing time. For example, if an Open Call for Bids closes at 2:00pm, the amendment must be received by Tendering and Contracts no later than 12:00pm. This allows sufficient time for Tendering and Contracts staff to appropriately action the requested amendment.
4. Submitting amendment requests less than two hours prior to the closing time could result in the amendment not being issued.
5. In order for MI to ensure changes are within Project approved scope and budgets, consultants issuing amendments to tenders during the tender period, must copy the appropriate Regional Engineer on correspondence to the Tendering and Contracts Division. Tendering and Contracts will only issue amendments to tenders that have been copied to the Regional Engineer.

21.4 TENDER CLOSING

1. The Tendering and Contracts Division will close Open Calls for Bids in the MERX system and perform the duties required for the public opening.
2. All bids must be received prior to close, and submitted electronically through the MERX system.
3. MERX will not accept bids after the close time.

21.5 TENDER RESULT REVIEW

1. The tender results will be reviewed by the UR's consultant, and a request to award will be made to MI.
2. The UR will be given approval to enter into contract from MI as appropriate, based on the Consultant's review and recommendation as well and MI's internal review.
3. The UR shall not enter into contract without approval from MI.

21.6 APPROVAL TO AWARD

21.6.1 General

1. Once a recommendation to award is received by the MI Regional Office, the Regional Engineer will forward an Approval to Award letter, as appropriate.
2. The UR must follow the next steps outlined in the letter.

21.6.2 Tender Closed Within Budget

1. Where the preferred supplier's bid is within the Project budget, the UR will be required to follow the steps and timelines outlined in the Approval to Award Contract letter, namely:
 - a) Notify the preferred supplier of their status as preferred supplier, and indicate the intent to enter into a contract to complete the work as tendered;
 - b) Contact the Consultant to arrange signature of the contract documents; and
 - c) Forward copies of the signed contract documents to the Regional Engineer.
2. The MI Regional Office can provide support if there are questions or concerns related to the Approval to Award letter.

21.6.3 Tender Closes Over Budget

1. Where the preferred supplier's bid is more than the Project budget, the UR will be required to follow the steps and timelines outlined in the provisional Approval to Award Contract letter, namely:
 - a) The UR will be required to obtain a motion/resolution to proceed with the work, and committing to funding the cost overrun, the motion shall include the value of the overrun;
 - b) Secure the additional funds required through means available to the UR, the UR is responsible for obtaining all applicable approvals from MAPA to fund the overrun;
 - c) Notify the preferred supplier of their status as preferred supplier, and indicate the intent to enter into a contract to complete the work as tendered;
 - d) Contact the Consultant to arrange signature of the contract documents; and
 - e) Forward copies of the signed contract documents, resolution to proceed with work, and proof of overrun funding to the Regional Engineer.
2. The MI Regional Office can provide support if there are questions or concerns related to the cost overrun, the provisional Approval to Award letter, or other options available to the UR.

21.7 CONTRACT AWARD

1. The UR or their consultant, will issue a letter to the preferred bidder, indicating intent to enter into contract. The UR may request that their Consultant issue this letter on their behalf. This letter shall be copied to the MI Regional Engineer. The date of this letter will trigger the publishing of award in the MERX system, which is finalized by MI and published in MERX.

22 CONSTRUCTION PHASE

22.1 CONSTRUCTION CONTRACT

1. A copy of the signed contract documents for the construction of the Project must be forwarded within one week of signing by both parties, to the appropriate Regional Engineer. Electronic copies of the contract documents are acceptable, and preferred. Contracts should be signed at the earliest opportunity.
2. The Consultant must notify the Regional Office of the time and location of preconstruction and construction meetings, including any monthly progress meetings, in a timely manner to allow a representative of the Regional Office an opportunity to attend.
3. It is the responsibility of the Consultant to ensure that the Contractor adheres to the requirements of the signed contract.

22.2 CONTRACT CHANGE ORDERS

1. From time to time, changes may be required to address changes in the work or time lines of a Project. The UR may request approval from MI for such contract COs to either, or both, the Consultant and/or Construction contracts within the approved Project budget and in accordance with the Public Procurement Act.
2. Requests for COs may be submitted to the Regional office for consideration, using the most up to date and appropriate CO form (found online at <https://www.gov.nl.ca/ti/mi/mwsr/#forms>). If approved, an approval letter will be issued by the Regional Engineer.
3. The request for CO submittal must contain all supporting information necessary to make an informed decision. COs without supporting information will be rejected.
4. COs must be reported to the Public Procurement Agency as required by the Public Procurement Act.
5. CO costs should be managed within the contract agreement limits, and the UR should seek to reduce these costs.
6. Neither the UR nor their consultant shall submit claim for payment on a Status Report in MSIS for a CO, unless:
 - a) Approval has been previously processed by MI in MSIS for the CO in question, and
 - b) MSIS Project has been amended to reflect the CO.
7. All costs in excess of the approved funding amount indicated on the “Approval to Award” letter will be 100% responsibility of the UR.

22.3 CONTRACTOR SAFETY

1. Contractors are responsible for maintaining safety on their construction site, and maintaining or ensuring all safety requirements under the Contract Documents, and in accordance with the applicable legislation of the Province.
2. The Consultant is responsible for ensuring that Contractors are conducting the work in a safe manner, and must have rectified any unsafe conditions or processes observed or suspected.

22.4 SUBSTANTIAL PERFORMANCE

1. Substantial Performance, sometimes informally referred to as “Substantial Completion”, is a defined status in the Mechanic’s Lien Act, and the definition also appears in MI’s “General Conditions of Contract” documents.
2. For the purposes of the Mechanics’ Lien Act, a contract is considered substantially performed:
 - a) when the work or a substantial part of the work is ready for use or is being used for the purpose intended; and
 - b) when the work to be done under the contract is capable of completion or correction at a cost of not more than
 - i) 3% of the first \$250,000 of the contract price,
 - ii) 2% of the next \$250,000 of the contract price, and
 - iii) 1% of the balance of the contract price.
3. The Act also recognizes that where the work or a substantial part of the work is ready for use or is being used for the purpose intended and where the work cannot be completed expeditiously for reasons beyond the control of the contractor, the value of the work to be completed shall be deducted from the contract price in determining substantial performance.
4. The Certificate of Substantial Performance is prepared and issued by the Consultant on behalf of the UR, and copied to the appropriate MI Regional Engineer.

22.5 TOTAL PERFORMANCE

1. Total Performance means when the work associated with the contract has been performed to the requirements of the Contract Documents, and is certified as such by the Consultant on behalf of the UR.
2. After the Certificate of Substantial Performance is issued, the date for Total Performance is established between the Contractor and the UR; the UR will

generally rely on the input of the Consultant in establishing the Total Performance date.

3. The Consultant will perform the requisite Total Performance inspections on behalf of the UR, and issue the requisite Certificate of Total Performance as appropriate.

22.6 MECHANICS' LIEN HOLD BACK

1. The Mechanics' Lien Act requires that ten percent (10%) of the value of certain contracts (e.g. construction contracts) is retained, as the work is completed, for a period of 30 days after the Project is completed. This generally takes the form of a ten percent (10%) holdback being retained during each month's progress billing.
2. The Mechanics' Lien Act stipulates when this holdback is paid to the contractor, and the conditions around liens.
3. The Holdback required under the Mechanics' Lien Act must not be confused with any amounts held back from progress payments, based on observed progress or deficiencies at the time of the billing.

22.7 DEFICIENT OR INCOMPLETE WORK

1. Deficiencies found in work by the Contractor may be cause for withholding final payments after the issuance of the Certificate of Substantial Performance.

22.8 DEFICIENCY HOLD BACK

1. The value of the monies withheld is equal to twice the cost estimated by the UR 's Consultant or MI, to remedy the deficiencies.
2. Statutory Holdback release may be prevented where deficiencies are found to remain.

22.9 CONTRACT EXTENSION

1. Any extensions to a construction contract, if necessary, require the written approval of the Division. Unless exceptional circumstances apply, extensions will not normally be approved.
2. This is to be executed on the contract by either a no cost, credit, or debit CO as the situation warrants.

23 PROJECT MONITORING

23.1 SCOPE

1. It is the responsibility of the UR and their Consultant to ensure that ongoing Projects are within the approved scope for the approved funding.
2. The UR must complete the scope of work that formed part of the Project Approval.
3. If MI becomes aware of deviances in scope, MI will notify the UR in writing.
4. Deviances from approved scope, especially those that cause cost overruns, will be fully the responsibility of the UR to fund.

23.2 SCHEDULE

1. Funding timelines are outlined in the funding approval letter send to the UR by MI, and are further elaborated on in Section 12 - PROJECT FUNDING TIMELINES.
2. Non-conformances to the established timelines may cause a Project to be cancelled.
3. Construction Project schedule, and control of the schedule is the responsibility of the UR and their Consultant.
4. MI Regional Office personnel may provide input in to estimated timelines for Project completion, but this does not absolve the UR and the Consultant of their responsibility.

23.3 FINANCIAL

1. Cost control is the responsibility of the UR and their Consultant. Specifically, the Consultant's responsibility for cost control is outlined in the PCA.
2. MI is unable to fund cost overruns on funded infrastructure Projects. The approved funding received by the UR is the entirety of the funding available, unless the UR secures additional funding of their own.
3. Federal cost shared funding programs generally have restrictions related to stacking funding from Federal sources. The UR is cautioned against trying to access additional federal funding from other sources without first checking with MI to determine stacking limits.

23.4 REVIEW MEETINGS

1. The UR and their Consultant will invite MI Regional Office personnel to each and any review meetings held for the duration of the Project.

2. These meetings include, but are not limited to:
 - a) Kickoff meetings,
 - b) Programming and pre-design meetings,
 - c) Design meetings,
 - d) Pre-Constriction meetings,
 - e) Progress meetings,
 - f) Commissioning meetings, and
 - g) Any other Project related meetings that arise.

24 PROJECT CLOSE OUT

1. All Project closeout documentation, including as-built drawings, completion reports, certificates, warranties, O&M Manuals, and commissioning documents shall be submitted to MI prior to request for final payment. The final payment will not be processed until these documents have been received by MI.
2. The UR is required to maintain these documents in their Project files.

25 PROCUREMENT RECORD REQUIREMENTS

1. Public bodies are required to follow the legislative requirements surrounding the retention of procurement records.
2. Retention of records related to procurement are outlined in “Section 28 - Procurement Records” of the Public Procurement Regulations. They state:
 - a) A public body shall maintain comprehensive records relating to each procurement by that public body.
 - b) Procurement records shall be kept individually by procurement, shall relate to all phases of the procurement process, and shall be maintained in a central file.
 - c) Procurement records include the following:
 - i) approved requisitions;
 - ii) quotation sheets;
 - iii) call for bids;
 - iv) amendments;
 - v) bid submissions;

- vi) evaluation documentation;
 - vii) contracts;
 - viii) supplier performance monitoring;
 - ix) change orders and extensions;
 - x) any other correspondence relating to that procurement process; and
 - xi) those other procurement records which may be required by the chief procurement officer.
- d) Procurement records may be created and stored electronically.
3. Public bodies are encouraged to contact the PPA if they have any additional questions or need clarification surrounding the retention of these records.

26 EASEMENT AND RIGHTS-OF-WAY

1. It is the responsibility of the UR and its Consultant(s) to ensure that all easements and rights-of-way are acquired before the tender is called.

27 DUTIES OF PARTIES INVOLVED

27.1 DUTIES OF THE ULTIMATE RECIPIENT

1. The UR will require approval from MI through the following Project execution steps/process:
- a) Procurement of Consultants - following the current MI Procurement of Professional Services Policy
 - b) Signature of Prime Consultant Agreements in a timely manner
 - c) Obtaining approvals, or permits to construct as the case may be, from AHJs (Water Resources, Environment, Transportation, DGSNL, etc.)
 - d) Approval to Tender
 - i) UR to provide Issue for Tender documents package to MI for review
 - ii) UR will then Tender through Tendering and Contracts Division, using MERX
 - e) Notification of Award Tender after approval to award is received from MI.
2. The UR must keep records to support all decisions throughout the duration of a Project. These records must be provided to MI upon request, within a reasonable timeframe. These shall include, but are not limited to:

- a) Checklists
 - b) Reports
 - c) Documents reviews
 - d) Meeting minutes
 - e) Payment records
 - f) Material test reports
 - g) Procurement records
3. The UR must monitor Project costs to ensure the Project is completed within the approved budget.
 4. The UR must provide all issued for review and issued for tender documents to MI.
 5. Incorporate all comments received from MI, or provide reasoning for not doing so.
 6. Ensure that MI is invited to Project meetings and provide copies of all meeting minutes related to the Projects.
 7. The UR must report on Projects in accordance with this guideline.

27.2 DUTIES OF MUNICIPAL INFRASTRUCTURE

1. Provide approvals, as deemed necessary and appropriate, in a timely manner.
2. Advise on procurement methods.
3. Steer the engagement of consultant process.
4. Prepare Prime Consultant Agreements (PCA).
5. Provide approval to tender.
6. Provide approval to enter into contract.
7. Site visits periodically throughout the project.
8. Revise and update templates for UR use as needed.
9. Review design documents and provide comments within the permitted timeframes.
10. Review and process Project Status Reports for payment.
11. Review and process, as necessary and appropriate, any COs that arise.
12. Scoring Member of evaluation committees (e.g. for RFQs, RFPs, etc.).
13. Participate in Project team meetings as deemed necessary by MI.

28 COMMUNICATIONS

28.1 JOINT COMMUNICATIONS

1. The Province, the UR, and applicable funding agencies/partners may have Joint Communications about the Project's funding.
2. Joint Communications under these Guidelines must not occur without the prior knowledge and agreement of the Province.
3. All Joint Communications material will be approved by the Province prior to release, and will recognize the funding of all Parties.
4. Each of the Parties or the UR may request Joint Communications to communicate progress or completion of the Project. The requestor shall provide at least 15 business days' notice to the other funding agencies/partners or the UR. If the Communications Activity is an event, it will take place at a mutually agreed upon date and location.
5. The requestor of the Joint Communications will provide an equal opportunity for the other Parties or the UR to participate and choose their own designated representative (in the case of an event).
6. The conduct of all Joint Communications will follow the Table of Precedence for Canada.

28.2 INDIVIDUAL COMMUNICATIONS

1. The Province and applicable funding agencies/partners retain the right to meet their obligations to communicate information about the Agreement and the use of funds through their own Communications Activities.
2. The Parties may each include general program messaging and examples of funded Projects in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social-media based, from linking to it.
3. The Parties may issue digital communications to communicate progress of the Project.
4. The UR will be required to send a minimum of one photograph of the construction in progress, or of the completed Project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to the Regional Office, along with Project name, date and location.

29 SIGNAGE

1. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
2. Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to Project type, scope, location or duration.
3. Signage must conform to the applicable federal and/or provincial signage guidelines. Please contact the regional office for most recent version.
4. Signs must be installed before construction commences and must be removed when the Project is completed.
5. The Consultant must certify (via dated photograph) that the Project signs are in place before the first progress claim containing claims related to construction work is paid, photographs are to be submitted with this progress claim in MSIS.

30 PROJECTS CARRIED OUT ON A PROJECT MANAGEMENT BASIS - USING ULTIMATE RECIPIENT'S FORCES

1. Only in exceptional cases will Projects be authorized to proceed with construction using own forces for the purposes of these Guidelines. Prior approval is required before proceeding on this basis, and must follow these Guidelines.
2. If approved there will be a secondary set of guidelines that will need to be followed.

31 WORK DURING CARETAKER CONVENTION

1. During the time between the call of an election and the swearing in of new government and ministers, work that has already been started (design and construction) may continue.
2. Modifications in the ability to tender by the department may be required, notification of this will be communicated as direction is received by the department.

32 REVISIONS TO PROJECT GUIDELINES

1. These guidelines may be revised periodically, and will be integrated with annual review of the funding programs.

2. The UR will be responsible for following the guidelines as issued with Project Approval, however, the UR must note that from time to time, MI may make changes that will come into effect mid-Project. These changes will be made as needed and issued via circular, or the entire guideline may be reissued via circular in the case of comprehensive updates to these guidelines.

PROPERTY TAX REDUCTION APPROVAL FORM

Department: Corporate Services
 Submitted By: Kelly Hiscock
 Date Submitted: March 2026

ELIGIBILITY VERIFICATION

- Applicants are the registered owners of the residential property.
- Total household income verified based on supporting documents.
- Reduction applies to the current tax year based on the previous year's income.
- Estimated household income for the current year has been provided.

Property Tax Reductions				
- Residential -				
Year 2026				
Roll Number	2026 Property Tax	% of Reduction	Amount of Reduction	Revised 2026 Taxes
014510300000	\$ 2,211.30	45	\$ 995.09	\$ 1,216.21
026510130000	\$ 2,026.30	15	\$ 303.95	\$ 1,722.35
042010140000	\$ 2,032.96	55	\$ 1,118.13	\$ 914.83
047000110000	\$ 2,331.92	55	\$ 1,227.56	\$ 1,104.36
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$
	\$		\$	\$

MINUTE

The Committee reviewed **4** application(s) for residential property tax reduction that met the Council's policy based on income criteria. The total amount to be adjusted is \$**3,644.73**. Since the beginning of 2026, the Town of Gander has issued **0** property tax reductions totaling \$**0**, as attached.

MOTION

The Committee recommends, and I move, that the property tax reduction(s) be approved as presented.

REVIEW AND APPROVAL

Does the CAO Recommend Approval?

Yes No

Approved for Inclusion in Agenda?

Yes No

Comments (if any)