

**TOWN OF GANDER  
PUBLIC COUNCIL MEETING MINUTES**

**March 19, 2025, 4:00 P.M.**

**Council Chambers**

Council Present: Percy Farwell, Mayor  
Bettina Ford, Deputy Mayor  
Sheldon Handcock, Councillor  
Pat Woodford, Councillor  
Wilson Hoffe, Councillor

Staff Present: Brad Hefford, CAO, Director of Governance & Legislative Services/Town Clerk  
James Blackwood, Director, Planning and Public Works  
Jerry Knee, Director, Community Services  
Kelly Hiscock, Director, Corporate Services  
Kayla White, Communications, Branding & Partnership Lead  
Alexa Oldford, Governance & Legislative Services Lead

Regrets: Tara Pollett, Councillor  
Marcie White, Councillor

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**1. CALL TO ORDER**

The meeting was called to order by Percy Farwell, Mayor at 4:00 P.M.

**2. LAND ACKNOWLEDGEMENT**

Mayor Farwell delivered the land acknowledgement.

**3. VISITORS/PRESENTATIONS**

Gander Elementary – Loukoumi Foundation Presentation

Mayor Farwell presented a cheque to six students from Gander Elementary that will be travelling to New York to participate in the Loukoumi Foundation International Good Deed Summit from April 23 – 27, 2025.

Gander Elementary has had a partnership with Loukoumi Foundation since 2019 and participated in many projects including: Good Deed Bus Tour, Good Deed Celebration Day, Inspiring Stories That Make a Difference Book, Never Forget Letters Mailbox Project and Good Deed of the Month, just to

name a few. For the last two years, they have been participating in the International Good Deed Council where each month, students participate in a zoom call with students from 12 different countries sharing good deed ideas and projects as well as learning about each other's cultures.

They also have students whose essay's will be published in the second edition of the 'Inspiring Stories That Make a Difference Book' scheduled for release in April this year at the Summit.

This is a once in a lifetime trip for these students and are proud to say they are not only representing our Town, but they are the only representatives from Canada.

On behalf of Council and the Town of Gander, Mayor Farwell presented the students with a cheque to help with the fundraising for their trip. Congratulations to:

- Lucas Bown
- Blake Sheppard
- Bree Beson
- Emma LeCoure
- Ty Roberts
- Quinn Randell

#### Amyloidosis Awareness Month

Mayor Farwell proclaimed March as Amyloidosis Awareness Month; a month dedicated to raising awareness, funding research, and supporting those living with amyloidosis and their loved ones.

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. Early diagnosis can lead to better outcomes for both patients and their families.

#### Kidney Month

Mayor Farwell proclaimed March as Kidney Month and March 13<sup>th</sup> as World Kidney Day.

Each day one in ten Canadians learn that their kidneys have failed, and this number is on the rise with 45% of new kidney patients under the age of 65. Their survival will depend on dialysis treatments or a kidney transplant. In 2023 kidney disease was the 10<sup>th</sup> leading cause of death in Canada.

The Kidney Foundation of Canada is the only national health charity serving the needs of people living with kidney disease through funding research, educational and emotional support programs,

promotes access to high quality health care, and actively promoting awareness of, and commitment to kidney health and organ donation.

#### **4. APPROVAL OF AGENDA**

##### Approval of Agenda

##### **Resolution No. 25-042**

**Moved by** Bettina Ford, Deputy Mayor

**Seconded by** Sheldon Handcock, Councillor

**To adopt the agenda for the Wednesday, March 19, 2025 Regular Meeting of Council.**

**Carried 5 - 0**

#### **5. APPROVAL OF PREVIOUS MINUTES**

##### Approval of Minutes

##### **Resolution No. 25-043**

**Moved by** Pat Woodford, Councillor

**Seconded by** Bettina Ford, Deputy Mayor

**To adopt the minutes of the Wednesday, February 19, 2025 Regular Meeting of Council.**

**Carried 5 - 0**

##### Approval of Minutes

##### **Resolution No. 25-044**

**Moved by** Pat Woodford, Councillor

**Seconded by** Wilson Hoffe, Councillor

**To adopt the minutes of the Tuesday, February 25, 2025 Special Meeting of Council.**

**Carried 5 - 0**

#### **6 BUSINESS ARISING FROM PREVIOUS MINUTES**

##### **2024 Fall Cleanup Report**

A revised 2024 Fall Cleanup report was submitted to correct a clerical error in the original submission. The previously reported "\$30/ton tipping fee increase" was incorrect; the tipping fee increase was

actually \$5/ton for mixed material. The total reported cost of the cleanup event remained accurate at \$108,276.

The revision ensures clarity in reporting, and staff will continue to refine reporting processes to maintain transparency and accuracy.

## **7. STANDING COUNCIL BUSINESS**

### **Correspondence and Action Plans**

The Correspondence and Action Plans report was presented by Bettina Ford, Deputy Mayor.

### **100<sup>th</sup> Anniversary of Women's Rights**

The Committee discussed hosting an event on April 3<sup>rd</sup> to mark the 100th anniversary of women gaining the right to vote and hold office in Newfoundland. The event will recognize the contributions of women in municipal leadership and broader community roles. The Committee agreed to invite past and present female elected officials and community leaders while ensuring the event remains open to the public. Further planning will determine the format, but the goal is a simple, inclusive gathering to acknowledge this milestone.

### **Transient Business Permits**

The Committee discussed the issue of temporary businesses operating in Gander without permits or paying business taxes, creating an unfair advantage over local businesses. The Committee acknowledged the challenge of enforcement but agreed on the need to explore a permit system to ensure fairness and potential revenue generation. Further discussion and policy development will be required before implementation.

### **Thomas Howe Demonstration Forest**

The Committee reviewed a request from the Thomas Howe Demonstration Forest Foundation for assistance with snow clearing and maintenance. While the area is not a priority for snow removal, the Committee agreed that the Town will clear the parking lot, as resources allow. The Town will also consider including it in the 2025/2026 Snow Plan.

Additionally, the viewing deck near the parking lot is in disrepair and poses a safety risk. The Foundation requested in-kind support from the Town to dismantle the wooden structure and replace it with crushed stone and fill. Given the importance of Thomas Howe as a free-use recreation area, the Committee has agreed to provide support, subject to resource availability.



## **Accessibility Advocate**

On March 5, 2025, an accessibility advocate delegation presented an overview of accessibility challenges faced by residents, emphasizing the need for wheelchair-accessible recreational facilities and improved sidewalks. The impact of a specialized exercise group was highlighted, with positive community feedback noted. The Committee discussed forming an accessibility advisory committee with diverse stakeholders and exploring funding sources for accessibility improvements.

## **Internal Operations**

The Internal Operations report was presented by Pat Woodford, Councillor

## **Planning Department Report**

The Committee reviewed the Planning Report for the period of January 29 to February 25, 2025. During this time, the department received five applications, issued five building permits, issued five occupancy permits, and provided 11 compliance letters across both residential and non-residential categories.

## **Public Works Report**

The Committee reviewed the Public Works Departmental Report for January 29 – February 25, 2025. The report captures snow and salt operations, pothole repairs, Water and Sewer service calls and repairs. The Committee was also provided with an update on ongoing infrastructure projects.

## **TxtSquad Partnership – New Text Message Service for Residents**

Council allocated resources in its 2024 budget for a new public notification system designed to enhance resident communications. We are now thrilled to introduce our partnership with TxtSquad, an innovative tech company based in Newfoundland and Labrador. This partnership will enable the Town of Gander to deliver timely and important information directly to residents via text message.

TxtSquad has a proven track record of successful collaborations with health services, medical clinics, businesses and non-profits, and has more recently expanded its services to include municipal clients. By partnering with this local tech company, we are supporting innovation and the tech sector in our province, all while improving our communication capabilities.

With this service, residents can expect to receive text messages containing important updates on:

- Real-Time Water, Roads, and other Service Disruption Notices
- Municipal Updates and Announcements
- Information on Community Events

To ensure the success of this initiative, the Committee reviewed the TxtSquad proposal and operating procedure, which outlines clear guidelines for staff responsibilities and messaging protocols.

The program is set to roll out next month, and we will provide further information on how to sign up. We are very excited about this opportunity and encourage everyone to sign up to stay connected and informed.

**Resolution No. 25-045**

**Moved by** Pat Woodford, Councillor

**Seconded by** Sheldon Handcock, Councillor

**Resolved that Txt Squad Operating Procedures be approved, as attached.**

**Carried 5 - 0**

**Projects Update**

The discussion focused on establishing a structured process for tracking strategic initiatives and projects beyond capital projects. It was agreed that regular updates would keep Council informed on ongoing key priorities. Council members were encouraged to review and contribute to the project list to ensure all significant initiatives are captured for regular updates.

**Urban and Rural Planning Act**

The Committee discussed amendments to the Urban and Rural Planning Act, highlighting its role in shaping land use and development. It was noted that further review of the amendments is necessary to assess their impact on current planning frameworks and procedures.

**Regulatory Affairs and Policy**

The Regulatory Affairs and Policy report was presented by Wilson HOFFE, Councillor.

**Accessory Building Requests: 6 Lacey Place and 43 Johnson Crescent**

The Committee reviewed two accessory building requests exceeding the maximum size permitted under Residential Medium Density-2 (RMD-2) zoning regulations. The first request, for 6 Lacey Place, sought approval for an 800 ft<sup>2</sup> structure, exceeding the maximum permitted 734 ft<sup>2</sup>. The second request, for 43 Johnson Crescent, proposed a 384 ft<sup>2</sup> building, above the permitted 355 ft<sup>2</sup>. Both applications will be accepted and individually assessed in accordance with applicable regulations and Council's discretion.

### **Commercial Land Sales: 53 Ward Street**

The Committee reviewed a Commercial Land Application for a 0.30 ha parcel of land located at 53 Ward Street. The proposed land use is classified as a "Permitted Use" under the Commercial General (CG) zoning.

The purchase price for undeveloped land in this area, as per the Land Sales Policy, is \$100,000 per acre + HST. The requested parcel is currently in the Town's land bank and has been used for storage, including snow and excess fill material. The requested parcel is currently in the Town's land bank, and the proposed use aligns with the Town of Gander Development Regulations.

#### **Resolution No. 25-046**

**Moved by** Wilson Hoffe, Councillor

**Seconded by** Sheldon Handcock, Councillor

**Resolved that the Town of Gander proceed with the sale of the 0.30 ha parcel of land located at 53 Ward Street, in accordance with the Land Sales Policy, for the purpose of economic development and subject to notice requirements as outlined in section 190(5) of the *Towns and Local Service Districts Act*.**

**Carried 5 - 0**

### **Municipal Elections – Vote by Mail Regulations**

While the Town of Gander will be maintaining in-person voting, it will also offer vote-by-mail to provide greater accessibility and accommodate those unable to vote in person. Pursuant to Section 54(2) of the Municipal Elections Act, SNL 2001, municipalities offering this option are required to establish Vote by Mail Regulations to govern the process for each municipal election. The Town of Gander previously adopted such regulations in 2021, and for the 2025 municipal election, they have been updated and are presented for approval.

#### **Resolution No. 25-047**

**Moved by** Wilson Hoffe, Councillor

**Seconded by** Pat Woodford, Councillor

**Resolved that pursuant to the power vested in it under Section 54 of the *Municipal Elections Act, SNL 2001*, c. M-20.2 and all other enabling powers, the Town Council of the Town of Gander hereby adopts and enacts the Municipal Election Vote By Mail Regulations as attached hereto.**

**Carried 5 - 0**

### **Commercial Land Sales: 71 Dickins Street**

The Committee reviewed a Commercial Land Application for a 0.37 ha parcel at 71 Dickins Street. The proposed land use is classified as a "Permitted Use" under the Commercial General (CG) zoning.

The purchase price for serviced lots in this area, as per the Land Sales Policy, is \$150,000 per acre + HST. The requested parcel is currently in the Town's land bank, and the proposed use aligns with the Town of Gander Development Regulations.

#### **Resolution No. 25-048**

**Moved by** Wilson Hoffe, Councillor

**Seconded by** Sheldon Handcock, Councillor

**Resolved that the Town of Gander proceed with the sale of the 0.37 ha parcel of land located at 71 Dickins Street in accordance with the Land Sales Policy, for the purpose of economic development and subject to notice requirements as outlined in section 190(5) of the *Towns and Local Service Districts Act*.**

**Carried 5 - 0**

### **Mandatory By-Laws**

The Committee reviewed the requirement under the Towns and Local Service Districts Act (TLSDA) for municipalities to adopt mandatory by-laws. The Development Regulations By-law, Arrears Sale By-law, and Emergency and Fire Protection Services By-law were presented for consideration.

#### **Resolution No. 25-049**

**Moved by** Wilson Hoffe, Councillor

**Seconded by** Bettina Ford, Deputy Mayor

**Resolved that the Town of Gander proceed with the first reading of the Development Regulations By-Law, Arrears Sale By-Law and the Emergency and Fire Protection Services By-Law, as attached.**

**Carried 5 - 0**

### **Street Name Suggestion: Snow**

The Committee reviewed a request to name a street in honor of Randy Snow and discussed whether it aligns with the Town's Street Naming Policy. The Committee also discussed the expansion of the policy beyond aviation-related names.

The Committee recommends reviewing the policy and bringing it back for further discussion, including the possibility of an annual call for nominations with established criteria for approval.

### **Tourism Accommodation Tax Bylaw**

The Committees discussed a proposal to implement a Tourism Accommodation Tax By-law, as authorized under Section 129 of the *Towns and Local Service Districts Act (TLSDA)*. The tax, not exceeding 4% of the daily accommodation rate, will support tourism initiatives within the Town of Gander, with up to 12% of the revenue be used for administrative costs.

To proceed with implementation, Council must pass a resolution authorizing the development of the by-law, which will outline the tax structure, collection procedures, and allocation of funds.

#### **Resolution No. 25-050**

**Moved by** Wilson HOFFE, Councillor

**Seconded by** Pat Woodford, Councillor

**Resolved that the Town of Gander proceed with the implementation of the Tourism Accommodation Tax and the development of a Tourism Accommodation Tax By-law, as authorized under Section 129 of the *Towns and Local Service Districts Act (TLSDA)*. The by-law will establish a tax not exceeding 4% of daily accommodation rates, with revenue directed toward tourism development initiatives and up to 12% allocated for administrative costs.**

**Carried 5 - 0**

### **Building/Occupancy Permit Update of Regulations**

The Committee discussed concerns regarding debris left at job sites in new residential developments. Construction materials, including floor joists, roof trusses, and other scrap materials, are often left on curbs or adjacent vacant lots, creating both an eyesore and a safety hazard.

To address this issue, the Committee recommends reviewing the Building and Occupancy Permit Regulations to consider requiring at least a 90% clean job site before issuing an Occupancy Permit. The bi-weekly compliance enforcement working group will further examine enforcement strategies, including potential ticketing measures.

### **Finance**

The Finance report was presented by Bettina Ford, Deputy Mayor.

### **Pentecostal Church – Tax Exemption**

The Committee reviewed a request from the Evangel Pentecostal Church seeking a tax exemption

for their residential housing units located at 55 & 57 Elizabeth Drive. The Director of Corporate Services confirmed that the request meets the conditions outlined in the Town's Policy #F026 - Affordable Housing Tax Exemption. As a result, the properties qualify for exemption from property and water/sewer taxes.

**Resolution No. 25-051**

**Moved by** Bettina Ford, Deputy Mayor

**Seconded by** Sheldon Handcock, Councillor

**Resolved that the Evangel Pentecostal Church residential housing units at 55 & 57 Elizabeth Drive be exempt from property and water/sewer taxation for 2025.**

**Carried 5 - 0**

**Residential Property Tax Reduction**

The Committee reviewed one application for a residential property tax reduction that met the Town Council's policy. The total amount to be adjusted is \$1,212.07. It was noted that this is the first property tax reduction for 2025.

**Resolution No. 25-052**

**Moved by** Bettina Ford, Deputy Mayor

**Seconded by** Wilson Hoffe, Councillor

**Resolved that the property tax reduction be approved as presented.**

**Carried 5 - 0**

**RFQ25-02 – Quote for Side by Side**

The Committee reviewed the quote from NL Kubota Ltd. for the purchase of (1) Side by Side for Cobb's Pond through CANOE purchasing. The quote met specifications and is \$7,097.20 over budget. This overage will be offset by projected savings in capital projects.

**Resolution No. 25-053**

**Moved by** Bettina Ford, Deputy Mayor

**Seconded by** Pat Woodford, Councillor

**Resolved that the Town of Gander award RFQ# 25-02 for (1) Side by Side for Cobb's Pond to NL Kubota Ltd. at a cost of \$35,394.77 HST included.**

**Carried 5 - 0**

**RFQ25-05 - Quote for Hydro Darco 4000 Activated Carbon**

The results for the quote for the Supply and Delivery of Hydro Darco 4000 Activated Carbon were presented for consideration. With two bids received, the lowest that met specifications was from Univar Solutions at a cost of \$100,999.32 HST included.

This item is \$18,410.30 under budget.

**Resolution No. 25-054**

**Moved by** Bettina Ford, Deputy Mayor

**Seconded by** Wilson Hoffe, Councillor

**Resolved that the Town of Gander approve Quote # RFQ25-05 for the Supply and Delivery of Hydro Darco 4000 Activated Carbon be awarded to Univar Solutions at a cost of \$100,999.32 HST included.**

**Carried 5 - 0**

**RFP25-01 – Housing Modernization Regulatory Review**

The Committee reviewed the evaluation of proposals in response to RFP25-01 for Housing Modernization Regulatory Review of the Town of Gander 2019-2029 Municipal Plan and Development Regulations. Two bids were received, and following evaluation, the lowest bidder, Tract Consulting, was recommended.

The funding for the project was confirmed under the Housing Accelerator Fund (HAF), with the selected bid coming in at \$87,618.00, which was noted to be slightly lower than initial expectations.

**Resolution No. 25-055**

**Moved by** Bettina Ford, Deputy Mayor

**Seconded by** Sheldon Handcock, Councillor

**Resolved that the Town of Gander award RFP25-01 for Housing Modernization Regulatory Review of the Town of Gander 2019-2029 Municipal Plan and Development Regulations to Tract Consulting, in the amount of \$87,618.00, HST included.**

**Carried 5 - 0**

**RFQ25-06 – Quote for Supply & Install 2 Dehumidifiers**

A request for quote was issued for the supply and installation of two Dehumidifiers at the Steel Community Centre. With two bids received, the lowest that met specifications was from Young's Industrial Refrigeration Ltd at a cost of \$185,710.05, HST included.

Although there are additional costs to complete the project not included in the scope of the quote, it is anticipated the project will remain on budget at \$169,000. The costs include electrical, removal, re-installation, and certification of a portion of the piping for the sprinkler system to allow access for removal of the old and installation of the new dehumidifier.

**Resolution No. 25-056**

**Moved by** Bettina Ford, Deputy Mayor

**Seconded by** Pat Woodford, Councillor

**Resolved that the Town of Gander award RFQ#25-06 for the supply and installation of two dehumidifiers at the Steele Community Centre to Young's Industrial Refrigeration Ltd at a cost of \$185,710.05 HST included.**

**Carried 5 - 0**

**Strategy, Growth, and Investments**

The Strategy, Growth, and Investments report was presented by Sheldon Handcock, Councillor.

**Atlantic Canada Opportunities Agency (ACOA) Agreement**

The Committee reviewed the Contribution Agreement for funding under the Innovative Communities Fund (ICF) and discussed the need for collaboration with ACOA to leverage funding and resources for community projects to support economic development.

**Resolution No. 25-057**

**Moved by** Sheldon Handcock, Councillor

**Seconded by** Pat Woodford, Councillor

**Resolved that the Town of Gander authorize the Mayor and Town Clerk to sign the Atlantic Canada Opportunities Agency (ACOA) Contribution Agreement to accept funding under the Innovative Communities Fund, as attached.**

**Carried 5 - 0**

**59 Elizabeth – NLHS Lease**

The Committee reviewed the finalized lease agreement with Newfoundland and Labrador Health Services (NLHS) for 59 Elizabeth. Council expressed satisfaction with the agreement, recognizing it as a positive step in addressing community needs. The partnership ensures fair compensation for the Town while supporting essential healthcare services. The Town is pleased to play a role in facilitating solutions that benefit residents and looks forward to continued collaboration with NLHS.



**Resolution No. 25-058**

**Moved by** Sheldon Handcock, Councillor

**Seconded by** Wilson Hoffe, Councillor

**Resolved that the Town of Gander approve the lease agreement with Newfoundland and Labrador Health Services (NLHS) for 59 Elizabeth, as attached, and the Mayor and Town Clerk be authorized to sign the lease on behalf of the Town of Gander.**

**Carried 5 - 0**

**Lift Stations – Remote Monitoring**

The Committee discussed improvements to the lift station notification process, particularly during heavy rainfall events. Concerns were raised about the need for better resident notification, especially for those without sewer backup protection. Public Works is exploring solutions such as installing informational signage at lift stations to encourage residents to report flashing red warning lights for quicker response times. Additionally, a review is underway to enhance response measures, including potential upgrades to the town's monitoring system for real-time malfunction notifications.

As part of these efforts, the Committee reviewed a proposal to install remote SCADA monitoring at three high-risk lift stations - Bondar, Rowsell, and Mitchell - to improve response times and prevent sewer backups. The total cost of the project is \$33,899.97 (HST inclusive), with funding proposed from recent departmental savings. Given the long-term benefits of SCADA monitoring, the Committee supports moving forward with procurement.

**Government Grants/Funding**

The Committee discussed opportunities to secure government, private, and commercial grants. It was noted that leveraging external funding could benefit municipal projects and community initiatives. The Committee recommended further research into potential partnerships and funding sources.

**Gander Tourism 2025 Projects/Engagement**

The Committee reviewed a request for a briefing on the Town of Gander's 2025 tourism initiatives. The Director of Community Services will bring back a report for further discussion.

**Community Well-Being and Outreach**

The Community Well-Being and Outreach report was presented by Pat Woodford, Councillor.

### **Public Works Notable Dates**

The Waste Transfer Station will be open on April 12th from 8 AM to 4 PM, and residents are encouraged to arrive early to ensure enough time for drop-off before closing.

Garbage collection for Good Friday (April 18<sup>th</sup>) has been rescheduled to Thursday, April 17<sup>th</sup>.

Residents are reminded that the winter parking ban remains in effect until April 30, 2025. During this period, street parking is not permitted from 12 am – 8 am, OR at any time of day that would hinder snow removal.

Council reminds residents that details on notable dates and events can be found on the Town of Gander website at [www.gandercanada.com](http://www.gandercanada.com).

### **Silver Jets Ice Show**

The Committee reviewed a request from the Silver Jets Executive to remove the rink glass at the Steele Community Centre for the upcoming Silver Jets Ice Show happening on April 14. It was discussed that existing staff would have the capacity to honour the request with some modifications to shift scheduling.

The Committee acknowledged the economic and community benefits of hosting high-quality events. Consideration was also given to the impact on other facility users and the potential for building this service into future agreements with event organizers.

### **Resolution No. 25-059**

**Moved by** Pat Woodford, Councillor

**Seconded by** Sheldon Handcock, Councillor

**Resolved that the Town of Gander accommodate the Silver Jets Ice Show request for rink glass removal to the extent possible within existing resources, while exploring ways to minimize costs and operational impacts.**

**Carried 5 - 0**

### **Upcoming Events**

Town of Gander Upcoming Events for March 20 - April 16, 2025

March 27 - 30: Concorde Cup High School Hockey Tournament

April 4 - 6: Provincial Female U13 Hockey Tournament

April 10 - 13: Atlantic Female U13 AAA Hockey Tournament

April 14: Silver Jets Ice Show

### **Celebrate NL – Year of Sport Grant**

The Committee reviewed correspondence announcing 2025 as the Year of Sport in Newfoundland and Labrador. The Town of Gander has been approved for \$9,945.00 through the Sport and Recreation Access Fund to improve access to applicable municipal facilities.

In alignment with this initiative and to maximize community impact, the Committee recommends offering free general skating, public skating, and family skating at the Steele Community Centre for the 2025/2026 season, starting in September, 2025. This initiative aims to promote active living, increase participation in recreational sports, and reinforce Gander's commitment to fostering a healthier, more engaged community.

#### **Resolution No. 25-060**

**Moved by** Pat Woodford, Councillor

**Seconded by** Wilson Hoffe, Councillor

**Resolved that in recognition of the 2025 Year of Sport in Newfoundland and Labrador, and with funding support of \$9,945.00 from the Sport and Recreation Access Fund, the Town of Gander will offer free general skating, public skating, and family skating at the Steele Community Centre for the upcoming 2025/2026 season, starting in September 2025.**

**Carried 5 - 0**

### **FoodCycler Spring Promotion**

The Committee reviewed the progress of the FoodCycler Pilot Program, noting strong community engagement and positive feedback from participants. Over 100 units have been purchased, contributing to waste reduction efforts and climate change initiatives. It was highlighted that each unit diverts approximately 2 tonnes of food waste annually, with an estimated 200 tonnes already projected for diversion.

The Committee discussed expanding the FoodCycler Pilot Program by donating one unit to each of Gander's four public schools. This initiative, supported by FoodCycler Science lesson guides, aims to promote environmental education.

The Committee also recommended placing units in municipal buildings to engage staff in food waste reduction. A lobby display has been set up at Town Hall to inform visitors and residents about the program.

#### **Resolution No. 25-061**

**Moved by** Pat Woodford, Councillor

**Seconded by** Sheldon Handcock, Councillor

**Resolved that the donation of one FoodCycler to each of the following Schools: Gander Academy, Gander Elementary, St. Paul's Intermediate and Gander Collegiate.**

**Carried 5 – 0**

### **Naming of Municipal Equipment**

The Committee discussed an initiative for Municipal Awareness Week that involves engaging local students in naming municipal equipment. It was noted that other communities have successfully implemented similar programs, and this initiative aims to educate youth on municipal operations while fostering interest in trades-related careers.

The Committee supports proceeding with a simple and engaging approach, with further planning to take place.

### **Community Garden 2025**

The Committee discussed the importance of further developing plans and establishing partnerships for the Community Garden 2025 initiative. There is a need for identifying potential community partners. The Committee will explore these options to enhance the garden's sustainability and community impact.

### **Donation of Ice Time for Fundraising Event**

The Committee discussed a proposal to support a fundraising hockey game in aid of a long-time employee of the Town of Gander who is currently off work due to medical reasons. The Committee agreed to donate ice time and provide an additional item for fundraising during the event.

The Committee expressed its support for the initiative and will finalize contributions. The game will be next Thursday, March 27<sup>th</sup>, admission by donation.

### **Resolution No. 25-062**

**Moved by** Pat Woodford, Councillor

**Seconded by** Bettina Ford, Deputy Mayor

**Resolved that the Town of Gander provide a donation in support of this fundraising initiative, including facility use and an item for fundraising during the event.**

**Carried 5 - 0**

### **Sports Field Design Concept**

The Committee reviewed a revised plan for the sports field recreational facility, which reduces the projected budget while maintaining key amenities. The updated design includes a common room, washrooms, storage, and a covered gathering area. Discussions also addressed potential fencing for licensed events and the importance of accessibility, including an accessible picnic table and washrooms. To meet storage needs, the Town will construct modular units in-house and install them on-site.

Work will begin as weather permits, with Town staff handling site preparation and installation. The Committee expressed support for this cost-effective approach while recognizing opportunities for community partnerships and fundraising. Dedicated space for sponsorship signage will allow user groups and the Town to generate revenue, helping to support maintenance, operations, and future facility enhancements.

### **One Year Anniversary of OBS RE-Opening**

Mayor Farwell acknowledged the one-year anniversary of the OBS re-opening at James Paton Memorial Regional Health Centre. A small private event was held to acknowledge this milestone.

Since the reopening, there have been 178 deliveries here in Gander. During the anniversary celebration, all three midwives in attendance responded to a call at a residence and delivered baby 179 as a home birth.

## **8. ADMINISTRATION**

There were no business arising from Administration.

## **9. NEW BUSINESS**

### **Sullivan Avenue Infrastructure Upgrades**

The Town issued a tender for the Sullivan Avenue Infrastructure Upgrades project. The scope of work includes the upgrading of storm and sanitary sewer mains, watermains, and all associated infrastructure necessary to connect to existing services. The project area extends from approximately 127 Sullivan Avenue, just north of the intersection of Sullivan and Nungesser Avenue, bisecting Elizabeth Drive, and continuing down to 16 Bennett Drive, then along Caldwell Street to 102 TCH.

Above-ground upgrades will include new roadway subgrade, asphalt, curbs, sidewalks, and associated landscaping to integrate with adjacent properties. Four bids were received, and the lowest compliant bid was submitted by Springdale Forest Resources Inc.

This is a cost-shared project with the Provincial Government and is currently \$178,690.33 over budget, which includes engineering costs of \$89,990.48 (net HST).

**Resolution No. 25-063**

**Moved by** Sheldon Handcock, Councillor

**Seconded by** Pat Woodford, Councillor

**Resolved that the Town of Gander award tender #15747 for the Sullivan Avenue Infrastructure Upgrades, pending approval from the Department of Transportation and Infrastructure to Springdale Forest Resources Inc. at a total cost of \$3,697,812.35 (HST inclusive), with the Town agreeing to fund 100% of any cost overruns.**

**Carried 5 - 0**

**Honeywell – Energy Efficiency Grant**

Municipal staff are working with Honeywell to explore opportunities to access funding through the Federal Climate Change Challenge fund (CCCCF), Federation of Canadian Municipalities (FCM), Community buildings Capital Grant and FCM, green Municipal Fund Feasibility study grant. The Project scope being applied for would generally include but not be limited to converting all oil-fired equipment at the municipal Works Depot to electric, Lighting upgrades, building envelope upgrades, electrical service upgrades and associated infrastructure to facilitate the proposed upgrades to accommodate proposed fleet electrification. The proposed work would be undertaken to provide a more emergency efficient building, reduce the overall carbon footprint of the organization and to build electrical infrastructure capacity in preparation for fleet electrification.

**Resolution No. 25-064**

**Moved by** Sheldon Handcock, Councillor

**Seconded by** Bettina Ford, Deputy Mayor

**Resolved that departmental staff be approved to make application for funding under the FCM, Climate Change Challenge fund, FCM, Community buildings Capital Grant and the FCM, green Municipal Fund feasibility study grant for the purpose up upgrading the Public Works Depot on McCurdy Drive.**

**Carried 5 - 0**

**Honeywell – Energy Efficiency Grant Amended Motion**

**Resolution No. 25-065**

**Moved by** Sheldon Handcock, Councillor

**Seconded by** Bettina Ford, Deputy Mayor

**Resolved that departmental staff be approved to make application for the Climate Change Challenge fund, Community buildings Capital Grant, and the green Municipal Fund feasibility study grant for the purpose up upgrading the Public Works Depot on McCurdy Drive.**

**Carried 5 - 0**

**Land Sale: 70 Armstrong Boulevard**

**Resolution No. 25-066**

**Moved by** Sheldon Handcock, Councillor

**Seconded by** Pat Woodford, Councillor

**Resolved that the Town of Gander approve the transfer of the deed for 70 Armstrong Boulevard in accordance with the provisions outlined in the Armstrong Boulevard Development Agreement with McCurdy Enterprises.**

**Carried 5 - 0**

## **10. ADJOURNMENT**

**Resolution No. 25-067**

**Moved by** Pat Woodford, Councillor

**Seconded by** Sheldon Handcock, Councillor

To adjourn the meeting at 5:19 P.M.

**Carried 5 - 0**

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**P. Farwell, Mayor**

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**B. Hefford, Town Clerk**



## OPERATIONAL PROCEDURES

<b>Title:</b> TxtSquad Operating Procedures	<b>Classification:</b> <input type="checkbox"/> Formal Policy of Council <input checked="" type="checkbox"/> Operational Procedures <input type="checkbox"/> Service Standard  <b>Public Impact:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>Signature of Approval:</b> _____  <b>Date:</b> _____
<b>Implementation Date:</b>	
<b>Review Date:</b>	
<b>Issuing Department:</b> Governance and Legislative Services	
<b>Objective</b> The objective of this operational procedure is to outline the appropriate use, authorized users, access levels, and operational guidelines for the TxtSquad platform. TxtSquad serves as the Town of Gander's mobile communication tool for engaging with residents, sharing municipal updates, and managing emergency notifications.	
<b>Purpose and Application</b> This procedure ensures the proper and effective use of TxtSquad to maintain consistency in public communication, safeguard resident privacy, and adhere to municipal policies. It applies to all authorized users who have access to the TxtSquad platform.	
<b>Accommodation</b> Town of Gander is committed to fostering a proactive approach in achieving strategic goals, while simultaneously promoting an inclusive and diverse environment. In response to unique circumstances, the Town's mission is to rigorously assess both typical and atypical situations and fulfill a Duty to Accommodate, ensuring equitable treatment without imposing undue burdens. Council, under its legislative authority, retains the right to vary guidelines and exercise discretion regarding policy accommodations.	
<b>Responsibilities</b> <b>Authority:</b> Council will be responsible for the approval of this operational procedure. <b>Accountable:</b> Assigned staff will ensure compliance with the established guidelines. <b>Responsible:</b> Department head to bring forward suggestions, recommendations for edits, modifications or policy developments. <b>Responsible:</b> Management to review policy for cross-departmental and organizational impacts. <b>Responsible:</b> Assigned staff to maintain and ensure accurate updates and distribution of Operational Procedure amendments. <b>Responsible:</b> Manager of Communications, Branding and Partnerships to oversee overall system management, analytics, and adherence to procedures. <b>Responsible:</b> Department heads to ensure proper messaging aligns with municipal objectives.	



**Responsible:** Assigned staff to manage message creation, approvals, and subscriber lists.

**Consulted:** Line Departmental Staff impacted are to be consulted to assess operational impacts.

**Informed:** Applicable staff and public.

## Definitions

**TxtSquad** - The Town of Gander's official communication platform used for public engagement and municipal service updates.

**Subscriber** – A resident who has registered to receive TxtSquad notifications. Subscribers provide their contact information and address to receive targeted messages.

**Targeted Messaging** – A communication strategy that ensures relevant residents receive specific notifications.

**Routine Messages** – Standard notifications that do not require additional approval, such as event reminders, general town announcements, and community engagement opportunities.

**Service Disruption Messages** – Notifications regarding temporary interruptions to municipal services, including water shut-offs, road closures, and snow clearing operations.

**Emergency Notifications** – Critical alerts related to public safety and emergency situations, such as severe weather events, fire hazards, or urgent municipal advisories.

## Operational Procedures

The following operational procedures offer precise guidance for implementation and attainment of targeted goals.

### 1.0 Authorized Users and Access Levels

Department/Role	Access Level	Purpose of Use
Manager of Communications, Branding and Partnerships	Full access and control	System management, oversight, messaging, analytics
Communications & Engagement Assistant	Full access and control	Daily operations, message scheduling, message development
Water & Sewer Designate(s)	Limited access	Water shut-off notices
Public Works Designate(s)	Limited access	Water, sewer, and road-related notifications
Fire Hall Dispatchers	Emergency use and after-hours notices	Urgent alerts related to public safety and after-hours communications

### 2.0 Approved Uses and Messaging Guidelines

- 2.1** TxtSquad will be used for various municipal communication purposes to enhance public engagement and ensure timely information dissemination.
- 2.2** Municipal service disruptions will be provided through TxtSquad to inform residents about essential changes affecting their daily lives.
  - 2.2.1** These updates will include notifications about water shut-offs, road closures, and other critical service interruptions to ensure residents are aware of disruptions and can plan accordingly.
- 2.3** Event notifications will be shared to keep the community informed about upcoming town programs, recreational activities, and local events.
  - 2.3.1** By using TxtSquad, the Town of Gander aims to improve participation and engagement in municipal events, ensuring residents receive timely details and reminders.
- 2.4** Public works notices will be distributed through TxtSquad to provide residents with relevant updates regarding municipal services such as spring clean-up schedules, waste transfer station reminders, and any changes to routine operations.
  - 2.4.1** This ensures that residents have access to necessary information regarding waste management and public infrastructure maintenance.
- 2.5** Service updates, including snow clearing operations and garbage schedule changes, will be communicated through TxtSquad to help residents stay informed of any temporary inconveniences.
  - 2.5.1** Timely notifications about these messages allow the public to make necessary adjustments and remain updated on town services.
- 2.6** Surveys and public engagement opportunities may also be facilitated through TxtSquad, enabling residents to provide valuable feedback on municipal initiatives.
  - 2.6.1** The platform may be used to distribute surveys, gather community input, and encourage participation in discussions that help shape town policies and programs.
- 2.7** Emergency communications will be a key function of TxtSquad but will be strictly reserved for Fire Department and Communications Division use.
  - 2.7.1** The platform will serve as an emergency notification system to issue urgent alerts related to public safety, severe weather events, and other emergencies requiring immediate resident awareness.
- 2.8** While TxtSquad is a valuable tool for municipal communication, certain uses are strictly prohibited.
  - 2.8.1** Non-municipal communications, including third-party promotions and advertisements, are not allowed.
  - 2.8.2** The platform is solely intended for official town business and cannot be used for commercial or external promotional purposes.
  - 2.8.3** Personal or non-work-related messages are also prohibited.



**2.8.4** TxtSquad is designated for municipal communications only and must not be used for informal conversations, personal updates, or non-official matters.

**2.8.5** Unauthorized emergency notifications are strictly forbidden. Only designated personnel following established protocols may issue emergency messages. This ensures that alerts are accurate, reliable, and distributed appropriately without causing unnecessary panic or misinformation.

### 3.0 Messaging Standards and Parameters

**3.1** All messages sent through TxtSquad must maintain a professional, clear, and consistent tone that aligns with the Town of Gander's communication standards.

**3.2** Messages should be concise, informative, and free of jargon, ensuring that all residents can easily understand the information being shared.

**3.3** To prevent excessive notifications, frequency guidelines have been established for different types of messages.

**3.3.1** Event-related messages, titled "What's Happening Gander," will be sent out once per week to keep subscribers informed about upcoming events and encourage community participation while avoiding message fatigue.

**3.3.2** Service messages will be sent on an as-needed basis, depending on the impact on residents.

**3.3.3** Survey invitations will be limited to ensure engagement without excessive requests for participation.

**3.4** Messages will be strategically grouped and targeted for accuracy and relevance.

**3.4.1** Subscribers will be categorized by street to enable precision targeting, ensuring that residents receive information specific to their area.

**3.4.2** Water and sewer updates will only be sent to streets affected by the issue, while event notifications will be distributed to the general public unless specified otherwise.

**3.5** To maintain consistency and clarity, all TxtSquad users must adhere to pre-approved message scripts.

**3.5.1** These templates are designed to ensure uniformity in communication, prevent misinterpretation, and uphold the town's professional image.

**3.5.2** Message templates will be reviewed and updated periodically by the Manager of Communications, Branding and Partnerships to reflect any changes in municipal communication needs.

### 4.0 Operating Procedures

#### 4.1 Message Creation & Approval Process

**4.1.1** All messages sent through TxtSquad must follow a structured creation and approval process.

**4.1.2** The authorized user will begin by drafting the message using an approved script.

**4.1.3** Messages other than service disruptions and emergency alerts, require approval by Manager of Communications, Branding and Partnerships.



**4.1.4** Emergency messages follow appropriate protocol and must be issued by designated personnel following established procedures.

**4.1.5** Once approved, the message will either be scheduled for distribution at a later time or sent immediately, depending on the urgency of the communication.

### **4.2** Subscriber Management

**4.2.1** To facilitate effective communication, residents will be required to sign up for TxtSquad through the town's website, QR code scans, or in-person registration stations.

**4.2.2** During the registration process, subscribers must enter their addresses to enable street-based targeting, ensuring that messages reach the most relevant audience.

**4.2.3** To maintain an accurate and up-to-date subscriber list, a quarterly audit will be conducted to verify the validity of subscriptions and remove inactive or outdated contacts.

### **4.3** Performance Monitoring & Reporting

**4.3.1** The Communications Division will monitor TxtSquad's performance by tracking engagement metrics such as message open rates and resident responses. These analytics will help assess the effectiveness of the platform and guide improvements in messaging strategies.

**4.3.2** In the initial stages, a quarterly report detailing TxtSquad's system usage and effectiveness will be presented to the Council to ensure transparency and alignment with municipal communication objectives.

### **4.4** Rollout Strategy for TxtSquad Adoption

**4.4.1** To ensure widespread adoption and engagement with TxtSquad, the Town of Gander will implement a comprehensive rollout strategy that includes public awareness campaigns, community engagement efforts, and internal training for staff.

**4.4.2** A public awareness campaign will be launched to introduce residents to TxtSquad and encourage sign-ups. This will include announcements on the town's website and social media channels, distribution of flyers and newsletters, and advertisements in newspapers and on local radio stations.

**4.4.3** Community engagement efforts will be used to increase resident participation. Sign-up stations will be set up at town events to assist individuals with registration, and a dedicated support email will be made available for residents who require assistance with the sign-up process.

**4.4.4** To ensure efficient internal operations, training sessions will be conducted for all staff members who have access to TxtSquad. These sessions will provide guidance on proper usage, messaging standards, and targeting strategies.

**4.4.5** Quick reference guides will be created for staff to use as a resource when drafting and sending messages.

**4.4.6** TxtSquad is an organizational priority and requires multi-departmental collaboration.



- 4.4.7** The Town of Gander recognizes the TxtSquad initiative as a priority and is committed to elevating its profile within the community.
- 4.4.8** To enhance visibility and encourage resident participation, departmental designates from various units will be assigned to take shifts at in-person registration stations during the roll-out period, as defined by the Manager of Communications, Branding and Partnerships.
- 4.4.9** These designates will receive training to ensure they are well-informed about the TxtSquad platform and equipped to assist residents effectively.
- 4.4.10** They will support the promotion of TxtSquad, assist residents with the sign-up process, and ensure that information is communicated effectively.
- 4.4.11** All staff members who participate in these efforts are expected to actively engage with the community, answer questions, and foster a positive perception of the TxtSquad platform.

#### **4.5 Compliance & Accountability**

- 4.5.1** All authorized users must strictly adhere to this operating procedure and use TxtSquad solely for municipal purposes.
- 4.5.2** Unauthorized use of the platform, including personal messaging or unapproved notifications, may result in access restrictions or disciplinary action.
- 4.5.3** To ensure ongoing compliance, regular reviews will be conducted to assess adherence to messaging guidelines and best practices.
- 4.5.4** These reviews will help maintain the integrity of the TxtSquad platform and ensure that it continues to be an effective communication tool for the Town of Gander.



**APPENDIX A**

**OPERATIONAL PROCEDURES AMENDMENTS AND MOTIONS OF COUNCIL**



**Amendments**

Date:	Date:
Date:	Date:
Date:	Date:

**Motions**

Motion:	Motion:
Motion:	Motion:
Motion:	Motion:

**TOWN OF GANDER**  
**MUNICIPAL ELECTION VOTE BY MAIL REGULATIONS**

Pursuant to the Ministerial approval granted under Sections 54 and 97 of the *Municipal Elections Act, SNL 2001, c. M-20.2* (hereinafter referred to as the “Act”) as amended and all other enabling powers, the Town of Gander has established the following MUNICIPAL ELECTIONS VOTE BY MAIL REGULATIONS.

**Title**

1. These Regulations may be cited as the *Town of Gander Vote by Mail Regulations*.

**Interpretation**

2. Where used herein,
  - a. “Returning Officer” shall mean the Town Clerk of the Town or such other person appointed in accordance with section 13 of the *Municipal Elections Act*;
  - b. “Town” shall mean the Town of Gander; and
  - c. “Voter Kit” shall mean the package containing the documents listed in section 7 hereof.
3. Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the *Act*.
4. Except where specified by these *Regulations*, Elections in the Town are held in accordance with the procedures and terms dictated by the *Act*, and the regulations, policies and forms promulgated thereunder.
5. Sections 26, Advance Poll and 27, Proxy Voting of the *Act* shall not apply to the 2025 Municipal election. Section 34 of the *Act*, Employee Time to vote, shall apply.

**Returning Officer Responsibilities**

6. The Returning Officer shall:
  - a. Appoint in writing such election officials as may be required to conduct the Election, in accordance with section 13 of the *Act*;
  - b. Establish and maintain a secure repository at the Town Hall into which the return envelopes and the ballot envelopes shall be placed until the time specified for the counting of ballots;
  - c. Establish and maintain until 4:00 p.m. on October 1, 2025 a minimum of one site for the deposit of Return Envelopes and Ballot Secrecy Envelopes;
  - d. Establish and maintain a voters’ list;
  - e. Oversee the creation of the Voter Kit; and
  - f. Perform such other duties and responsibilities as set out in the *Act*, these *Regulations* and procedures created hereunder.
  - g. The Returning Officer and all elections staff shall sign the Oath or Affirmation of Secrecy prior to election day.
  - h. The Returning Officer is responsible for updating and ensuring the security of the Voter List.



## **Voter Kit and Procedures**

7. A Voter Kit shall be available to each eligible voter and shall contain the following:
  - a. Voting Directions
  - b. Voter Declaration Form (*sequentially numbered*)
  - c. Ballot(s)
  - d. Ballot Secrecy Envelope
  - e. Return Envelope
  - f. Any further enclosures the Returning Officer may deem necessary or appropriate.
8. Any eligible voter shall be entitled to receive a Voter Kit.
9. All ballots shall be identical and shall also contain all the information required by the *Act*.
10. An Election shall be conducted in accordance with the procedures set out in Appendix A attached hereto, which Appendix A forms part of these *Regulations*.
11. The Voter Kit shall contain the controlled election print materials as described in Appendices B and C attached hereto, which Appendices B and C form part of these *Regulations*.

## **Voter Responsibilities for Voting by Mail**

12. It is the responsibility of the voter to complete their ballot once it is received, in accordance with all applicable legislation. Voters are required to follow the instructions located on the Voting Directions sheet prior to returning their ballots to a designated return location before 4 p.m. on October 1, 2025. The repository will be emptied by the Returning Officer at 8 PM on election day. Ballots received after this time, regardless of postmark, will be considered spoiled and will not be counted. All ballots will be retained in accordance with the *Act*.
13. Ballot counting will not start until after close of polls on Election Day as per the *Act*.

## **General**

14. The Returning Officer, may, with the prior approval of the Minister, vary the procedures for the conduct of Elections from time to time as they deem appropriate to ensure the efficiency and integrity of the Election.
15. The Town may enter into any contract necessary to conduct the Election in accordance with these *Regulations*.

## **Municipal Election Forms**

16. With the exception of the ballot form, other forms used to administer a municipal election, as prescribed by the Minister of Municipal and Provincial Affairs, will be used.

## **Offence**

17. Any person who contravenes these *Regulations* shall be guilty of an offence and liable upon conviction to a penalty as provided in the *Act*.

**Commencement**

18. These *Regulations* were adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

These *Regulations* come into effect following Ministerial review and approval on the \_\_\_\_ day of \_\_\_\_\_, 2025.

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Mayor

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Town Clerk



TOWN OF  
**GANDER**

## **ARREARS SALE BY-LAW**

**Effective the 19<sup>th</sup> day of February, 2025.  
Motion #25-xxx**



## **1.0 Title**

- 1.1** This document shall be referred to and cited as the “*Arrears Sale By-Law*.”

## **2.0 Adoption**

- 2.1** Whereas Section 7 of the *Towns and Local Service Districts Act* requires that a Council shall adopt an *Arrears Sale By-Law*, the Town Council of the Town of Gander hereby enacts the following.

## **3.0 Definitions**

- 3.1** “Town Clerk” shall mean the Town Clerk of the Town of Gander.
- 3.2** “Town” shall mean the Town of Gander.
- 3.3** “Council” shall mean the Town Council for the Town of Gander.
- 3.4** “The Act” shall mean the *Towns and Local Service Districts Act*.
- 3.5** “Arrears” means unpaid taxes, fees, or other financial obligations as defined under the Act.

## **4.0 Hierarchy of Authority**

- 4.1** This by-law is enacted pursuant to the *Towns and Local Service Districts Act*. In the event of a conflict, the provisions of the Act or other higher-level legislation shall prevail.

## **5.0 Application**

- 5.1** This by-law applies to the sale of real property for which a notice of arrears has been served in accordance with Division 8 of the *Towns and Local Service Districts Act*.

## **6.0 Procedures**

### **6.1 Resolution**

- 6.1.1** Council shall, by resolution, direct the sale of real property by arrears sale upon confirmation by the Town Clerk that the arrears notice was served under Section 146 of the Act.

### **6.2 Notice of Arrears Sale**

- 6.2.1** The Clerk shall serve notice of arrears sale on all parties with a legal interest in the property, including owners, mortgagees, judgment creditors, lienholders, or other persons having a charge or encumbrance upon or against the real property.
- 6.2.2** Recipients may appeal within 14 days of notice service, in accordance with the provisions of section 151(2) of the *Towns and Local Service Districts Act*.
- 6.2.3** If no appeal is filed, the Town Clerk may proceed to advertise the real property for public auction.
- 6.2.4** If an appeal is filed, the auction cannot proceed until the appeal is resolved.



### **6.3 Advertisement**

- 6.3.1** The notice shall be published at least 30 days before the auction date, stating the time, place, and description of the property, in compliance with Section 292 of the *Act*.

### **6.4 Arrears Sale by Public Auction**

- 6.4.1** The Town Clerk shall conduct the arrears sale by live or sealed-bid auction. The sale shall be publicly advertised, allowing all interested parties to bid.
- For sealed-bid auctions, the Town shall specify the deadline, submission process, and any required deposit or documentation. Bids shall remain confidential until opened by the Town Clerk in the presence of an independent witness. The highest compliant bid shall be accepted if it meets or exceeds the arrears or minimum bid set by Council.
- 6.4.2** The Town Clerk shall sell as much property as needed to recover all outstanding amounts, including taxes, water and sewer fees, local improvements, interest, and sale-related expenses. If proceeds are insufficient, additional portions may be sold without further notice to the owner but in accordance with applicable laws.
- 6.4.3** The Town may bid on properties to recover arrears, subject to provincial regulations and Town policies.
- 6.4.4** The successful bidder must immediately pay in full or provide a deposit covering all arrears, fees, and sale expenses. If the bidder fails to comply, the Clerk shall immediately re-offer the property for sale.
- 6.4.5** Upon sale completion, the Clerk shall issue a receipt and property summary. The sale is not final until a legally binding conveyance is completed per Section 6.10.
- 6.4.6** The sale excludes Crown claims, pre-existing easements, and other exempt encumbrances. The purchaser accepts the property "as-is," subject to these conditions.

### **6.5 Additional Notice for Unsuccessful Arrears Sale**

- 6.5.1** If a property remains unsold at the scheduled arrears sale due to insufficient bids or inability to meet outstanding amounts, the Town Clerk shall:
- a.) Postpone the sale to a new date, not less than one (1) week and not more than two (2) weeks from the original date;
  - b.) Issue notice of the new sale date to all individuals entitled to receive notice under Section 6.2 of this by-law;
  - c.) Publish an announcement of the rescheduled sale in accordance with Section 292 of the *Towns and Local Service Districts Act*, specifying the updated date, time, and location; and
  - d.) Proceed with efforts to sell the property at the new public auction date.
- 6.5.2** At the rescheduled auction, the property may be sold for any reasonable amount that can be realized.

### **6.6 Void Arrears Sales**

- 6.6.1** If an arrears sale is deemed void due to procedural errors, irregularities, or other valid reasons, the lien on the property shall remain in effect as if the sale had not occurred.
- 6.6.2** The Town retains the authority to re-sell the property unless all taxes, fees, interest, and expenses are paid in full.



## **6.7 Allocation of Sale Proceeds**

**6.7.1** The Town shall apply the proceeds of the auction in the following order:

- a.) Taxes, water and sewer fees, local improvement fees, and interest owed to the Town;
- b.) Any remaining balance shall be handled as per Sections 6.7.2 to 6.7.5.

**6.7.2** If the surplus funds are less than \$200, they shall be paid directly to the former property owner.

**6.7.3** If the surplus funds are \$200 or more:

- a.) They shall be paid to the former owner if no claim is filed within ninety (90) days of the sale; or
- b.) They shall be deposited into the Supreme Court if a claim is filed by another party within the ninety (90) days.

**6.7.4** The Town Clerk shall notify individuals entitled to receive surplus funds, specifying the balance and the procedure for filing a claim within the prescribed timeframe.

**6.7.5** If the former owner cannot be located, any surplus funds shall be deposited with the Supreme Court.

**6.7.6** Payment into the Supreme Court fulfills the Town's obligation, and the Supreme Court may distribute the funds to the rightful claimant upon application.

## **6.8 Consequences of Non-Payment by Purchaser**

**6.8.1** The Town Clerk shall re-offer the property for sale at the public auction without delay if the successful bidder at an arrears sale fails to:

- a.) Pay the full purchase price immediately; or
- b.) Provide a deposit equal to the outstanding taxes, fees, interest, and expenses.

## **6.9 Assessment of Sold Property**

**6.9.1** After an arrears sale, the property shall be assessed to the purchaser or their legal successors.

**6.9.2** If the Town purchases the property, it shall be assessed in the name of the Town.

## **6.10 Transfer of Ownership After Arrears Sale**

**6.10.1** Following an arrears sale, the Town Council shall issue a legally binding conveyance of the property to the purchaser. This document shall be executed in the name of the Town, signed by the Mayor and the Town Clerk (or another person authorized by the Council), and sealed with the Town's official seal.

**6.10.2** The conveyance shall:

- a.) Serve as definitive proof that all statutory requirements under the Towns and Local Service Districts Act related to the arrears sale of the property have been fully satisfied, and all actions necessary to legally complete the sale have been performed; and
- b.) Transfer ownership of the property to the purchaser, or their legal successors, free and clear of encumbrances, except for any claims by the Crown or pre-existing easements.



**7.0 General Provisions**

- 7.1** Errors or irregularities in the sale process do not discharge liens, which remain enforceable under Section 154 of the *Act*.
- 7.2** All actions taken under this by-law shall adhere to the Rules of Procedure adopted by the Town.

**8.0 Regular Review of the By-Law**

- 8.1** The Town Council shall review this by-law every two (2) years to assess its effectiveness and identify potential areas for improvement or amendment.

**9.0 Effective Date**

- 9.1** This by-law shall become effective upon the 19<sup>th</sup> day of February, 2025 by Motion #25-xxx.

**10.0 Publication**

- 10.1** This by-law will be posted to the Town's Website following adoption by Council.

**11.0 Repeal of Previous By-Law**

- 11.1** No prior by-laws are repealed by this by-law.



TOWN OF  
GANDER

## DEVELOPMENT REGULATIONS BY-LAW

**Effective the 19<sup>th</sup> day of March, 2025.**  
**Motion #25-xxx**





## 1.0 Title

- 1.1 This document will be known and cited as the “*Development Regulations By-Law*”.

## 2.0 Adoption

- 2.1 **WHEREAS** the Town of Gander is required under the *Urban and Rural Planning Act, 2000* to adopt a Municipal Plan and Development Regulations to guide land use planning and development.
- 2.2 **AND WHEREAS** Section 7 of the *Towns and Local Service Districts Act* authorizes the Town to make regulations respecting the design, construction, alteration, and occupancy of buildings within its jurisdiction.
- 2.3 Town Council of the Town of Gander hereby enacts the following:

## 3.0 Purpose of By-Law

- 3.1 The purpose of this by-law is to enforce the provisions of the Town’s Municipal Plan and Development Regulations, as enacted under the *Urban and Rural Planning Act, 2000*, and to regulate land use, zoning, building standards, and property maintenance in accordance with the *Towns and Local Service Districts Act*.

## 4.0 Definitions

- 4.1 “Town” shall mean the Town of Gander.
- 4.2 “Council” shall mean the Town Council for the Town of Gander.
- 4.3 “The Act” shall mean the *Towns and Local Service Districts Act*.
- 4.4 “Development Regulations” shall mean the *Town of Gander Development Regulations* enacted by Council under the *Urban and Rural Planning Act, 2000*.
- 4.5 “Municipal Plan” shall mean the *Town of Gander Municipal Plan* as enacted by Council under the *Urban and Rural Planning Act, 2000*.
- 4.6 “Occupancy and Maintenance Regulations” shall mean the provincial *Occupancy and Maintenance Regulations* enacted under the *Urban and Rural Planning Act, 2000*.
- 4.7 “National Building Code of Canada (NBC)” shall mean the latest edition of the code that governs building construction standards in Canada.
- 4.8 “National Energy Code of Canada (NEC)” shall mean the latest edition of the energy efficiency standard for buildings in Canada.
- 4.9 “National Energy Code for Buildings (NECB)” shall mean the latest edition of the energy code specifically for non-residential buildings.
- 4.10 “Building Permit” shall mean written authorization from the Town allowing construction, alteration, or demolition of a building.



- 4.11** "Occupancy Permit" shall mean written authorization from the Town certifying that a building meets all relevant codes and regulations and is safe for use.
- 4.12** "Demolition Permit" shall mean written authorization from the Town allowing the demolition of a structure under prescribed conditions.
- 4.13** "Lot" shall mean a parcel of land defined by property boundaries for development purposes.
- 4.14** "Zoning" shall mean the classification of land into districts that specify allowable uses and development standards.

## **5.0 Hierarchy of Authority**

- 5.1** This *By-Law* is secondary to the *Towns and Local Service Districts Act (TLSDA)* and all other applicable legislation, including provincial and federal laws. In the event of a conflict, the provisions of the *Act* or other higher-level legislation shall prevail.

## **6.0 Application**

- 6.1** This by-law applies to all members of the public, including Council.
- 6.2** This By-Law applies to all lands within the municipal boundary of the Town of Gander.

## **7.0 Procedures**

### **7.1 Municipal Plan and Development Regulations**

- 7.1.1** The Town of Gander Municipal Plan 2019-2029 is hereby adopted as the official planning document guiding growth and development.
- 7.1.2** The Gander Development Regulations 2019-2029 are hereby incorporated into this By-Law and shall regulate zoning, subdivision control, and permitted land uses.

### **7.2 Zoning and Land Use**

- 7.2.1** All land use and zoning within the Town shall comply with the Town of Gander Development Regulations, as enacted and amended.
- 7.2.2** No development shall be carried out without the appropriate permits as required under the Town of Gander Development Regulations.

### **7.3 Building Permits and Occupancy**

- 7.3.1** A development permit is required prior to construction, reconstruction, alteration, or relocation of any building.
- 7.3.2** An occupancy permit must be obtained before any building is occupied.

### **7.4 Adoption of National Codes**

- 7.4.1** Through adoption of this *Development Regulations By-Law*, and in accordance with *Section 7 (3) (a)* of the *Towns and Local Service Districts Act*, the Town shall adopt and enforce the following with any supplements or amendments to that code:
- a.)** National Building Code of Canada 2020.



b.) National Energy Code of Canada for Buildings 2020.

## **7.5 Minimum Standards for Buildings**

**7.5.1** All buildings shall comply with the *National Building Code of Canada* and relevant provincial legislation

**7.5.2** Owners shall maintain their properties to prevent hazards to public health and safety

## **7.6 Lot Size & Setbacks**

**7.6.1** Minimum lot sizes and building setbacks shall be as prescribed in the *Town of Gander Development Regulations 2019-2029*

## **7.7 Demolition & Removal of Buildings**

**7.7.1** A permit is required for demolition or removal of any building

**7.7.2** The site must be cleared and restored upon completion of demolition

## **7.8 Enforcement & Penalties**

**7.8.1** Violations of this By-Law shall be subject to fines, penalties as prescribed under the *Towns and Local Service Districts Act and any relevant municipal regulations*.

**7.8.2** The Town may issue stop-work orders, revoke permits, or take legal action to enforce compliance.

**7.8.3** This by-law shall not exclude the application of other penalties not expressly listed.

## **8.0 Regular Review of the By-Law**

**8.1** The Town Council shall review this by-law every two (2) years to assess its effectiveness and identify potential areas for improvement or amendment.

## **9.0 Effective Date**

**9.1** This by-law shall become effective upon the 19<sup>th</sup> day of March, 2025 by Motion #25-xxx.

## **10.0 Publication**

**10.1** This by-law will be posted to the Town's Website following adoption by Council.

## **11.0 Repeal of Previous By-Law**

**11.1** No prior by-laws are repealed by this regulation.



TOWN OF  
**GANDER**

# **EMERGENCY AND FIRE PROTECTION SERVICES BY-LAW**

**Effective the 19<sup>th</sup> day of March, 2025.**  
**Motion #25-xxx**

**1.0 Title**

- 1.1** This document shall be referred to and cited as the *"Emergency and Fire Protection Services By-Law."*

**2.0 Adoption**

- 2.1** Whereas Section 7 of the *Towns and Local Service Districts Act* requires that a Council shall adopt an *Emergency and Fire Protection Services By-Law*, the Town Council of the Town of Gander hereby enacts the following.

**3.0 Purpose of By-Law**

- 3.1** This by-law establishes the authority, responsibilities, and operational framework for Gander Fire Rescue, including:
- a.)** The prevention of fires within the Town;
  - b.)** The inspection of buildings to ensure compliance with fire protection standards;
  - c.)** The management and operation of Gander Fire Rescue; and
  - d.)** Participation in emergency activities beyond firefighting, including medical response, search and rescue, and other municipal emergencies.

**4.0 Definitions**

- 4.1** "Chief Administrative Officer" (CAO) refers to the person appointed by Council to oversee municipal operations, including the fire department.
- 4.2** "Core Services" are the primary services provided by the Town of Gander.
- 4.3** "Town" shall mean the Town of Gander.
- 4.4** "Council" shall mean the Town Council for the Town of Gander.
- 4.5** "Fire Chief" refers to the individual leading Gander Fire Rescue.
- 4.6** "Deputy Fire Chief" refers to the individual who assists the Fire Chief and acts in their absence.
- 4.7** "Firefighter" includes any personnel appointed to provide fire protection services, including volunteers.
- 4.8** "Emergency Response Area" defines the geographic boundaries for fire services.
- 4.9** "Automatic Aid" means agreements between fire departments for joint response to emergencies based on proximity or supplemental assistance.
- 4.10** "Mutual Aid" refers to agreements for resource-sharing during major emergencies.
- 4.11** "The Act" shall mean the *Towns and Local Service Districts Act*.



## **5.0 Hierarchy of Authority**

- 5.1** This *By-Law* is secondary to the *Towns and Local Service Districts Act (TLSDA)* and all other applicable legislation, including provincial and federal laws. In the event of a conflict, the provisions of the *Act* or other higher-level legislation shall prevail.

## **6.0 Application**

- 6.1** This by-law applies to all activities and operations of Gander Fire Rescue, as established by the Town of Gander, including:
- a.)** Fire prevention, fire suppression, and emergency response services within the geographic boundaries of the Town of Gander;
  - b.)** Building inspections and enforcement of fire protection standards under applicable legislation;
  - c.)** Participation in emergency activities not related to firefighting or fire prevention, including medical response, search and rescue, and other emergencies as directed by Council or the Fire Chief; and
  - d.)** Mutual aid and automatic aid agreements with other municipalities, as approved by Council.
  - e.)** The primary goals and responsibilities of Gander Fire Rescue;
  - f.)** This by-law applies to all firefighters, officers, and personnel appointed to Gander Fire Rescue, including volunteers.

## **7.0 Procedures**

### **7.1 Terms and Conditions of Employment**

- 7.1.1** The terms and conditions of employment for all firefighters, officers, and personnel of Gander Fire Rescue shall be governed by the Town of Gander's personnel policies and procedures.
- 7.1.2** Compensation for firefighters, including honoraria for volunteers, shall be determined by Council and outlined in the annual budget.
- 7.1.3** Volunteer firefighters may be required to work shifts in the absence of paid firefighters, provided all paid personnel have been prioritized, provided that:
- a.)** They meet the necessary training and certification requirements;
  - b.)** They possess relevant qualifications to operate departmental vehicles and equipment; and
  - c.)** Their selection is based on seniority and experience, where applicable.

### **7.2 Organization**

- 7.2.1** The organizational structure of Gander Fire Rescue shall include the Fire Chief as the senior official, the Deputy Fire Chief, officers, and a complement of volunteer and career firefighters.
- 7.2.2** The Fire Chief shall ensure all personnel are adequately trained, equipped, and prepared to perform their duties safely and effectively.

### **7.3 Role of the Fire Inspector**

- 7.3.1** The Fire Inspector shall review building plans and permits to ensure compliance with fire regulations.



- 7.3.2** The Fire Inspector shall review plans that do not require forwarding to the Provincial Fire Commissioner's Office and provide recommendations within 48 hours, barring unforeseen circumstances.
- 7.3.3** Inspections for occupancy permits are required for commercial properties and residential properties with wood-burning appliances. A fee for inspections after permit issuance shall apply.
- 7.3.4** The Fire Inspector shall determine, in consultation with the property owner or contractor, the appropriate number of inspections required based on construction complexity.

#### **7.4 Fire Services Outside Municipal Boundaries**

- 7.4.1** Gander Fire Rescue shall respond to fire service requests outside the Town's boundaries for:
  - a.) Life safety emergencies involving property or potential loss of life; and
  - b.) Vehicle extrication requests received from the RCMP or ambulance services, including the use of specialized equipment such as the "Jaws of Life".
  - c.) Non-emergency requests, such as fire inspections or alarm servicing, shall not be entertained outside municipal boundaries unless directly related to the protection of life and property.

#### **7.5 Core Services**

- 7.5.1** Core services provided by Gander Fire Rescue include:
  - a.) Fire prevention, suppression, and emergency medical response;
  - b.) Building inspections to ensure compliance with fire protection standards;
  - c.) Public education and awareness programs;
  - d.) Search and rescue operations; and
  - e.) Hazardous materials response and mitigation.
- 7.5.2** Core services may be provided as "Limited Services" in cases where factors such as insufficient personnel, hazardous conditions, or resource limitations prevent full service delivery.
- 7.5.3** The Town of Gander accepts no liability for delays or inability to provide core services under circumstances where Limited Services apply.

#### **7.6 Responsibilities and Authority of the Fire Chief**

- 7.6.1** The Fire Chief shall oversee the administration, operation, and management of Gander Fire Rescue and is responsible for:
  - a.) Implementing policies and Standard Operating Guidelines (SOGs) approved by Council;
  - b.) Developing training programs and ensuring personnel certifications remain current;
  - c.) Preparing and managing the department's annual budget;
  - d.) Maintaining accurate records of emergency responses, inspections, training, and departmental activities;
  - e.) Liaising with external agencies and organizations to enhance departmental operations; and
  - f.) Reviewing departmental policies and SOGs biennially and recommending updates to Council.



- 7.6.2** During emergencies, the Fire Chief shall have full authority to:
- a.) Mobilize personnel, equipment, and resources as necessary;
  - b.) Request mutual aid or additional support from neighboring municipalities or organizations; and
  - c.) Engage private contractors or specialized equipment when required to address an emergency situation.
- 7.6.3** In the absence of the Fire Chief, the Deputy Fire Chief shall assume all responsibilities and authorities of the position.

## **7.7 Fire Protection Services**

- 7.7.1** The Fire Inspector shall review building plans and permits to ensure compliance with fire protection standards and provide timely recommendations.
- 7.7.2** Building inspections shall be conducted as required, including inspections for commercial properties and residential properties with specific fire safety features.
- 7.7.3** The Fire Inspector shall determine the number of inspections required for construction projects in consultation with property owners or contractors, considering the complexity of the project.

## **7.8 Emergency Activities**

- 7.8.1** Gander Fire Rescue shall participate in emergencies beyond municipal boundaries only under the following conditions:
- a.) Life-threatening situations involving property or individuals;
  - b.) Agreements under mutual aid or automatic aid;
  - c.) Requests authorized by the Provincial Fire Commissioner; or
  - d.) At the discretion of the Fire Chief when immediate action is necessary to protect life or property.
- 7.8.2** All emergency activities shall align with the department's training, guidelines, and available resources.

## **7.9 Property Management**

- 7.9.1** All apparatus, equipment, and other property of Gander Fire Rescue shall be used solely for departmental purposes.
- 7.9.2** Any willful damage, misuse, or rendering inoperative of departmental property is prohibited and may result in disciplinary action.

## **8.0 Regular Review of the By-Law**

- 8.1** The Town Council shall review this by-law every two (2) years to assess its effectiveness and identify potential areas for improvement or amendment.

## **9.0 Effective Date**

- 9.1** This by-law shall become effective upon the 19 day of March, 2025 by Motion #25-xxx.

## **10.0 Publication**





**10.1** This by-law will be posted to the Town's Website following adoption by Council.

**11.0 Repeal of Previous By-Law**

**11.1** No prior by-laws are repealed by this regulation.

March 3, 2025 - DRAFT



John Cabot Building, 11th Floor  
10 Barter's Hill  
P.O. Box 1060 STN C  
St. John's, N.L.  
A1C 5M5

Project No.: 226930

February 26, 2025

Town of Gander  
100 Elizabeth Drive  
Gander, Newfoundland and Labrador  
A1V 1G7

Attention: Percy Farewell

**RE: Offer of Assistance under the Innovative Communities Fund (ICF)**

Please find attached a Contribution Agreement for funding under the Innovative Communities Fund (ICF) for your review and signature. **This Agreement is open for acceptance for sixty (60) calendar days from the date that appears on this letter.**

We have included a *Pre-Authorized Debit / Direct Deposit (PAD) Form* for your completion and signature. Please return one signed copy of the Contribution Agreement along with the completed PAD Form.

In the event that the enclosed Contribution Agreement must be presented for approval by Council at public Council meetings, and recognizing the presence of media at Council meetings, you are required to ensure the following practices are adopted:

- (a) notify the Agency at least ten (10) days prior to the date this Contribution Agreement will be placed on the Council Agenda for a public meeting;
- (b) ensure the agenda item regarding the Contribution Agreement will be dealt with in-camera; and
- (c) advise the municipality representatives to decline to speak to media about the Project. Official statements by the municipality will be limited to, "An announcement will be made in the near future."

Once we receive the signed forms, we will provide you with information on how to submit claims under the project. We recommend using ACOA Direct, the Agency's web-based client portal, to submit claims online, share documents, collaborate with members of the secure site, and access your ACOA account 24 hours a day, 7 days a week. ACOA Direct is the most effective way for you to submit claims. Included with this letter is an ACOA Direct Client Registration Form for your convenience. You can use it to enroll or to make changes if you are already enrolled.

Please note that this Contribution Agreement contains guidance for the ways in which the Agency's funding is to be communicated to the public. Please review Schedule 5 - Public Acknowledgement of Financial Support for more information.

If you have any questions, please contact Yvonne Hardy, the Account Manager assigned to your project, at (800) 668-1010 or (709) 765-2225, or via e-mail at [Yvonne.Hardy@acoa-apeca.gc.ca](mailto:Yvonne.Hardy@acoa-apeca.gc.ca).

Yours truly,

**Alagouza,**  
**Amr**

Digitally signed by Alagouza, Amr  
DN: C=CA, O=GC, OU=ACOA-APECA, CN="Alagouza, Amr"  
Reason: I am approving this document  
Location:  
Date: 2025.02.26 11:23:45-03'30'  
Foxit PDF Editor Version: 2024.2.3

Amr Alagouza  
Director  
Communities, Inclusive Growth and Skills

Attachments

## **IMPORTANT INSTRUCTIONS**

### **PLEASE READ CAREFULLY AND FOLLOW**

To proceed with signature and submission of this Agreement, please **print** the Contribution Agreement as digital signatures are not accepted. Please sign / initial where applicable **using only wet signatures** (i.e. Pen).

- ☐ **Sign** the Contribution Agreement on the signature page, in the box provided.
- ☐ Initial each page of the Agreement at the bottom of the page in the space provided.
- ☐ Complete and **Sign** Sections A and B of the Pre-authorized Debit (PAD) / Direct Deposit Authorization.
- ☐ Attach a Voided Cheque to the Pre-authorized Debit (PAD) / Direct Deposit Authorization.
- ☐ Complete and **Sign** ACOA Direct form.

When completed, please scan and return the **entire** Contribution Agreement, either electronically by using the Agency's web-based portal—ACOA Direct, or by email to your Account Manager **or** return the **entire** Contribution Agreement by mail.

***Please keep a signed copy of the Contribution Agreement in your records for the entirety of its term.***

# ARTICLES OF AGREEMENT

**Innovative Communities Fund (ICF)**

**Project Number: 226930**

## **This Contribution Agreement**

**BETWEEN:** **ATLANTIC CANADA OPPORTUNITIES AGENCY,**  
**having an office in Newfoundland and Labrador.**

(hereinafter referred to as “the **Agency**”)

**AND:** **Town of Gander**, a municipal government, having its office  
located at:  
100 Elizabeth Drive  
Gander, Newfoundland and Labrador  
A1V 1G7

(hereinafter referred to as “the **Recipient**”)

**WHEREAS** the Agency has established a program, the Innovative Communities Fund (ICF) , to  
increase opportunities for economic development in Atlantic Canada,

(hereinafter referred to as “the **Program**”)

**WHEREAS** the Recipient submitted an application for assistance pursuant to the Program,

**WHEREAS** the Recipient is authorized to enter into this Agreement by a resolution passed at a  
duly convened council meeting,

**WHEREAS** this Agreement sets out the terms and conditions under which the Agency agrees to  
provide a contribution to the Recipient,

**IN CONSIDERATION** of their respective obligations set out below, the parties hereto agree as  
follows:

### **1.0 Documents Forming Part of this Agreement**

1.1 The following documents form an integral part of this Agreement:

These Articles of Agreement  
Schedule 1 – General Conditions  
Schedule 2 – Statement of Work  
Schedule 3 – Claims and Costs Principles  
Schedule 4 – Reporting Requirements  
Schedule 5 – Public Acknowledgement of Financial Support

Recipient Initials:

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# ARTICLES OF AGREEMENT

- 1.2 In the event of conflict or inconsistency, the order of precedence among the documents forming part of this Agreement shall be:

These Articles of Agreement  
Schedule 1 – General Conditions  
Schedule 2 – Statement of Work  
Other Schedules

## 2.0 The Project

- 2.1 The Recipient shall carry out the Project as described in Schedule 2 – Statement of Work, shall make claims in accordance with Schedule 3 – Claims and Costs Principles, shall issue the reports required under Schedule 4 – Reporting Requirements and shall fulfill its other obligations hereunder in a diligent and professional manner using qualified personnel.
- 2.2 The Recipient shall commence the Project on or before March 1, 2025 (hereinafter referred to as “the **Project Commencement Date**”).
- 2.3 The Recipient shall complete the Project on or before December 31, 2025 (hereinafter referred to as “the **Project Completion Date**”).

## 3.0 The Contribution

- 3.1 Subject to all other provisions of this Agreement, the Agency will make a Contribution (“the Contribution”) to the Recipient, with respect to the Project, calculated as the lesser of:
- (a) the amount equal to the assistance rate (%) of the Eligible Costs as stated on Schedule 2 – Statement of Work; and
  - (b) \$477,750.00.

## 4.0 Fiscal Year

- 4.1 The Recipient agrees that its fiscal year ends on December 31, and there must be no change to that fiscal year without the prior consent of the Agency.

## 5.0 Terms of the Agreement

- 5.1 This Agreement will come into effect on the date of last signature by the parties (the “**Effective Date**”). In the event a party has failed to date a signature, the Effective Date will be the date the Agency receives the Agreement signed by all parties.

Recipient Initials:

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## ARTICLES OF AGREEMENT

- 5.2 Notwithstanding any other terms or conditions of this Agreement, if the Recipient does not submit a claim for payment or does not provide documentation with the claim that is satisfactory to the Agency within six (6) months from the Effective Date of this Agreement (“the **Lapsing Date**”), the Agreement will terminate. The Agency may extend the Lapsing Date at its complete discretion and will advise the Recipient of its decision.
- 5.3 Notwithstanding any other terms or conditions of this Agreement, the Agency may cancel any balance of the Contribution that has not been claimed within six (6) months from the Project Completion Date (“the **End Date**”). The Agency may extend the End Date at its complete discretion and will advise the Recipient of its decision.
- 5.4 The “**Control Period**” begins on the Effective Date and ends on the later of two years after the Project Completion Date or the date when all obligations of the Recipient under this Agreement have been paid, met, or otherwise discharged to the satisfaction of the Agency.

### 6.0 Payments

- 6.1 The Agency will pay the Contribution to the Recipient in respect of Eligible Costs that are Costs Incurred as defined in Schedule 1, on the basis of itemized claims submitted in accordance with Schedule 3 – Claims and Costs Principles.
- 6.2 The Agency will not contribute to any Costs Incurred by the Recipient prior to November 1, 2024. The Agency will not accept any Cost Incurred after the Project Completion Date, unless otherwise agreed to in writing by the Agency.
- 6.3 Prior to the initial payment, the Recipient shall provide the Agency with the following information, at the satisfaction of the Agency:
- (a) the completed and signed Pre-Authorized Debit / Direct Deposit (PAD) Form as provided by the Agency.
- 6.4 The project completion date shall be deemed to be the date where the work identified in Schedule 2 - Statement of Work has been completed and that all related costs have been incurred and paid by the Recipient. The Recipient must be able to demonstrate, at the request of the Agency and to the Agency’s satisfaction, that all Costs Incurred that have been submitted for payment to the Agency have effectively been paid by the Recipient by monetary payment.

Recipient Initials:

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## ARTICLES OF AGREEMENT

- 6.5 At the discretion of the Agency, an advance payment may be made to the Recipient. To request an advance payment, the Recipient must submit a completed and signed copy of the Request for an Advance Payment form provided by the Agency and include a monthly cash flow forecast of requirements with respect to the portion of the Eligible Costs funded by the Agency that are to be incurred during the advance period. Such documentation must demonstrate that the advance payment is essential to the successful completion of the Project.

The Recipient must, within forty-five (45) calendar days of the end of the period for which the advance was made, demonstrate to the satisfaction of the Agency that the advance payment was applied to the payment of Costs Incurred.

- 6.6 At the discretion of the Agency or at the request of the Recipient, the Agency may make payments jointly to the Recipient and a third party for Costs Incurred.
- 6.7 Notwithstanding the foregoing, ten percent (10%) of the Contribution may, at the sole discretion of the Agency, be reserved for the final payment, to be made based on the final claim by the Recipient.

### **7.0 Special Condition(s)**

- 7.1 Throughout the term of the contract, the Recipient shall ensure utilization of good business practices and workmanship, such as maintaining proper accounting records and using competitive processes to ensure the local and regional business community is afforded the opportunity to supply goods and services to the project.

### **8.0 Official Languages**

- 8.1 While the Recipient is not acting on behalf of the Agency for the purposes of section 25 of the Official Languages Act (OLA), the Agency is committed, under section 41 of the OLA, to enhancing the vitality of the English and French linguistic minority communities in Canada, supporting and assisting their development and fostering the full recognition and use of both English and French in Canadian society. To further these commitments, the Recipient agrees to take the following measures in carrying out the Project:
- (a) that all public acknowledgments of the Agency's support for the Project will be expressed in both official languages;
  - (b) that basic project information, such as project description, will be developed and made available to the public in both official languages;
  - (c) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate; and

Recipient Initials:

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## ARTICLES OF AGREEMENT

- (d) that main signage components related to the Project will be in both official languages.

### 9.0 Project Financing

- 9.1 The Recipient shall provide the Agency with confirmation of the Project financing commitments specified in Schedule 2 – Statement of Work. These commitment letters must be satisfactory to the Agency at its sole discretion.
- 9.2 The following table sets out the details and the time frame for the confirmation of the Project financing:

Financing Source	Amount	Confirmation Date
Department of Industry, Energy and Technology (IET)	\$162,500	Prior to initial disbursement

- 9.3 The Recipient hereby acknowledges that no federal, provincial or municipal government assistance, other than the government assistance specifically described in Schedule 2 – Statement of Work, has been requested or received by the Recipient for the Project. The Recipient must also, until the end of the Control Period, promptly inform the Agency of any changes to such assistance in accordance with Schedule 1 – General Conditions, Other Government Assistance.

### 10.0 Intellectual Property

- 10.1 In the event the Project involves intellectual property, the Recipient shall provide the Agency with information regarding its intellectual property strategy related to the Project as may be requested by the Agency from time to time.

### 11.0 Environmental Requirements

- 11.1 The Recipient agrees to comply with environmental laws applicable to the Project, including provisions of the *Impact Assessment Act* (IAA) related to projects carried out on federal lands or outside of Canada.
- 11.2 The Parties agree that, if the Project becomes a “project” carried out on federal land or outside of Canada according to the IAA, the Agency’s obligations under this Agreement will be suspended until a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister of the Environment or another authority referred in the IAA.

Recipient Initials:

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## ARTICLES OF AGREEMENT

- 11.3 The Recipient agrees that if within the terms of this Agreement, a change occurs in the Project that, in the sole opinion of the Agency, may cause significant adverse environmental effects, the Agency's obligations under this Agreement will be suspended until the Recipient implements measures that, in the sole opinion of the Agency, mitigate these significant adverse environmental effects.

### **12.0 Public Acknowledgement of Financial Support**

- 12.1 The Recipient agrees to comply with the requirements contained in Schedule 5 – Public Acknowledgement of Financial Support concerning advance notice for public communications related to the Project, including public announcements and events, federal funding recognition on signage and marketing materials, and project milestones related to the Project.

### **13.0 Authorizations**

#### **13.1 Pre-Authorized Debit Authorization**

- (a) The Recipient authorizes the Agency to debit all payments due to the Agency in accordance with terms and conditions of this Agreement from the bank account provided in the *Pre-authorized Debit / Direct Deposit (PAD) Form*. Without limitation, these amounts owed to the Agency include repayment of a contribution, interest charges and overpayments.
- (b) The Recipient must ensure that the PAD Form provided to the Agency contains the correct and current bank account information. The Recipient shall notify the Agency in writing of any changes to the bank account and provide a new PAD Form as soon as possible and no later than 30 days prior to the next payment date, where applicable.

#### **13.2 Direct Deposit Authorization**

- (a) The Recipient authorizes the Agency to deposit all payments of the contribution payable to the Recipient under this Agreement directly in the bank account provided in the *Pre-authorized Debit / Direct Deposit (PAD) Form*.
- (b) The Recipient shall notify the Agency in writing of any changes to its bank account information or PAD Form provided and shall provide a new PAD Form to the Agency as soon as possible and no later than 30 days prior to the next payment date, where applicable.
- (c) Nothing in this section obligates the Agency to make a payment or proceed by way of direct deposit where it is deemed inappropriate, at the Agency's discretion.

Recipient Initials:

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## ARTICLES OF AGREEMENT

- 13.3 The Recipient may revoke their authorization at any time, subject to providing written notification of its termination to the Agency. Such notification must be received by the Agency by the 15th day of the month prior to the next scheduled payment.
- 13.4 Notwithstanding the foregoing and without limiting the generality of Joint and Several Obligations in the Articles of Agreement, where this Agreement has been executed by more than one Recipient, each Recipient shall ensure that the PAD Form provided to the Agency for this Agreement contains the correct and current bank account information for payments hereunder and acknowledges that the PAD Form and this authorization are binding on them.

### 14.0 Confirmation of Pre-Authorized Debit / Direct Deposit (PAD) Form

- 14.1 The Recipient confirms that the *Pre-Authorized Debit / Direct Deposit (PAD) Form* submitted to the Agency with this Agreement is the correct and current bank account information.

### 15.0 Notice

- 15.1 Any notice required under this Agreement must be in writing and will be deemed given if it is delivered or sent by ordinary or registered mail, ACOA Direct, email, courier, or fax and addressed to the party for whom the notice is intended. Any notice will be deemed to have been received on delivery. Any notice sent by ACOA Direct, by email or by fax will be deemed to have been received one (1) working day after being sent. Any notice sent by mail will be deemed to have been received eight (8) calendar days after being sent.
- 15.2 Any notice or correspondence to the Agency, including the attached duplicate copy of this Agreement signed by the Recipient, must be addressed to:

Atlantic Canada Opportunities Agency  
John Cabot Building, 11th Floor  
10 Barter's Hill  
P.O. Box 1060, STN C  
St. John's, Newfoundland and Labrador  
A1C 5M5

Attention: Yvonne Hardy

Email: Yvonne.Hardy@ACOA-APECA.GC.CA

or to such address as is designated by the Agency in writing.

Recipient Initials:

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## ARTICLES OF AGREEMENT

- 15.3 Any notice or correspondence to the Recipient must be addressed to:

Town of Gander  
100 Elizabeth Drive  
Gander, Newfoundland and Labrador  
A1V 1G7

Attention: Percy Farwell

Email: pfarwell@gandercanada.com

### 16.0 Entire Agreement

- 16.1 This Agreement, if accepted, will constitute the entire Agreement between the Parties with respect to its subject matter. No amendments will be made to the Agreement unless agreed upon in writing by both parties. This Agreement may be executed in separate counterparts, each of which will be deemed to be an original, and such separate counterparts will together constitute one and the same instrument.

### 17.0 Joint and Several Obligations

- 17.1 Where this Agreement has been executed by more than one Recipient, the liability of each Recipient is joint and several, and every reference in this Agreement to the “Recipient” or “it” or “its” in the context of referring to the Recipient shall be construed as meaning each person named as a Recipient, as well as all of them. Without limiting the generality of the foregoing, all covenants, representations and warranties of the Recipient in this Agreement shall be construed as having been made by each Recipient and by all of them considered as a single person.

### 18.0 Acceptance and Signature

- 18.1 This Agreement has been drafted in one original copy. Should the Recipient wish to proceed with an electronic signature and submission of the Agreement, the Recipient shall execute the Agreement by wet signature, initialing each page, and shall scan the entire Agreement to deliver it electronically using the Agency's web-based portal, ACOA Direct, or transmitted by email. The signature(s) on the said copy delivered will bind the Parties as if a copy with original signature(s) had been delivered. The Recipient shall retain the wet-signed copy of the Agreement for the entirety of its term and provide it to the Agency upon its request. This applies to any amendment and any other notice or correspondence contemplated under this Agreement.

Recipient Initials:

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ARTICLES OF AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed this Agreement through duly authorized representatives.

ATLANTIC CANADA OPPORTUNITIES AGENCY

Alagouza, Amr

Digitally signed by Alagouza, Amr  
DN: C=CA, O=GC, OU=ACOA-APECA, CN="Alagouza, Amr"  
Reason: I am approving this document  
Location:  
Date: 2025.02.26 11:24:25-03'30"  
Foxit PDF Editor Version: 2024.2.3

Amr Alagouza  
Director  
Communities, Inclusive Growth and Skills

Date

Project No.: 226930

	Town of Gander
Date: _____, 20____ (Insert date of signature)	Signature _____
	Name : _____ (please print)
	Title/Position : _____ (please print)
	Signature _____
Date: _____, 20____ (Insert date of signature)	Name: _____ (please print)
	Title/Position: _____ (please print)

Recipient Initials:

## GENERAL CONDITIONS

### 1.0 Definitions

- 1.1 **Agreement** means the agreement to which these General Conditions relate, consisting of the Articles of Agreement and the Schedules referred to in these Articles.
- 1.2 **Application Received Date** means the date on which the Agency received a completed and signed application.
- 1.3 **Average Bank Rate** means the weighted arithmetic average of the Bank of Canada rates that are established weekly during the month preceding the month in respect of which interest is being calculated.
- 1.4 **Background Intellectual Property** means the intellectual property rights in the technology developed prior to the beginning of the Project and required for the carrying out of the Project or the exploitation of the Foreground Intellectual Property.
- 1.5 **Control Period** means the period commencing on the Effective Date and ending on the later of two years after the Project Completion Date or the date when all obligations of the Recipient under this Agreement have been paid, met, or otherwise discharged to the satisfaction of the Agency.
- 1.6 **Costs Incurred** means the Eligible Costs for goods and/or services that have been received by the Recipient and that the Recipient has paid for by monetary payment or has a legal obligation to pay for by monetary payment in the future. Any Eligible Costs for goods and/or services received that have been paid or will be paid for by means other than monetary payment, including, without limitations, in-kind and non-cash transactions, qualify as Costs Incurred for which the Agency does not contribute towards. These costs must be claimed at a reimbursement rate of zero percent (0%).
- 1.7 **Direct Deposit** means that the recipient authorizes the Agency to deposit into the specified bank account all payments and advances, as applicable, made under all current and future grant or contribution agreement(s), as may be amended. These amounts include payments toward the contribution. The Recipient may revoke their authorization at any time, subject to providing written notification of its termination to the Agency. Such notification must be received by the Agency by the 15th day of the month prior to the next scheduled payment.
- 1.8 **Due Date**, in relation to an amount owing to the Agency, means: (i) the day on which a scheduled repayment is to be made; or (ii) where no repayment schedule has been arranged, the day that is normally thirty (30) calendar days after the date on which a demand for payment is issued.

Recipient Initials:

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## GENERAL CONDITIONS

- 1.9 **Effective Date** is the date of the last signature on the Agreement by the parties. If a party fails to date a signature, the Effective Date becomes the date the Agency received the Agreement signed by all Parties.
- 1.10 **Eligible Costs** means those costs listed in Schedule 2 – Statement of Work, that comply with the principles of Schedule 3 – Claims and Costs Principles and that are necessary to carry out the Project.
- 1.11 **End Date** is the date when the Agency may cancel any balance of the Contribution that has not been claimed within six (6) months from the Project Completion Date.
- 1.12 **Foreground Intellectual Property** means all technical data, including without limitation, all designs, specifications, software, data, drawings, plans, reports, patterns, models, prototypes, demonstration units, practices, inventions, methods, applicable special equipment and related technology, processes or other information or know-how conceived, produced, developed or reduced to practice in carrying out the Project, and all rights therein, including without limitation, patents, copyrights, industrial designs, trademarks, and any registrations or applications for the same and all other rights of intellectual property therein, including any rights which arise from the above items being treated by the Recipient as trade secrets or confidential information.
- 1.13 **Interest Rate** means the rate of interest equal to three percent (3%) higher than the Average Bank Rate.
- 1.14 **Lapsing Date** means the date that the Agreement will terminate if the Recipient does not submit a claim for payment or does not provide documentation with the claim that is satisfactory to the Agency within six (6) months from the Effective Date of this Agreement.
- 1.15 **Parties** mean the Agency and the Recipient.
- 1.16 **Pre-Authorized Debit** means that the recipient authorized the Agency to debit from the specified bank account all amounts due to the Agency in accordance with the recipient's current and future grant or contribution agreement(s), as amended. Without limitation, these amounts owed to the Agency include repayment of a contribution, interest charges and overpayments. The recipient may revoke their authorization at any time, subject to providing written notification of its termination to the Agency. Such notification must be received by the Agency by the 15th day of the month prior to the next scheduled payment.

Recipient Initials:

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## GENERAL CONDITIONS

- 1.17 **Pre-Authorized Debit / Direct Deposit (PAD) Form** means the Pre-authorized Debit / Direct Deposit (PAD) Form to be completed by the Recipient and provided to the Agency in accordance with the terms and conditions of this Agreement. This form provides the Agency with the continuing but revocable authority to take from or deposit into the Recipient's chosen bank account payments that are subject to the PAD.
- 1.18 **Project** means the undertaking this Agreement is based on and that is further described in Schedule 2 – Statement of Work.
- 1.19 **Project Assets** means the assets that have been contributed to by the Agency. These are listed in Schedule 2 – Statement of Work.
- 1.20 **Project Commencement Date** means the date on which, in the opinion of the Agency, the first major commitment is made by the Recipient to implement the Project.
- 1.21 **Project Completion Date** means the date on which the work has been completed to the satisfaction of the Agency and all Eligible Costs have been incurred and paid for by the Recipient.

### 2.0 Representations, Warranties and Undertakings

- 2.1 Representations, Warranties and Undertakings by the Recipient  
The Recipient hereby certifies that the representations, warranties and undertakings set out below are and will be as of the date of execution of the Contribution Agreement, true and correct in all material respects and undertakes to advise the Agency of any changes that materially affect them.
- 2.2 Power and Authority of Recipient  
Where the Recipient is not an individual, the Recipient represents and warrants that it is duly incorporated, validly existing, in good standing, and has the power and authority to carry on its business, to hold property and to enter into this Agreement. The Recipient undertakes to initiate all the necessary actions required to remain in good standing and to preserve its legal capacity.
- 2.3 Authorized Signatories  
The Recipient represents and warrants that the signatory or signatories to the Agreement, as applicable, has or have been duly authorized to execute and deliver the Agreement on behalf of the Recipient.

Recipient Initials:

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## GENERAL CONDITIONS

### 2.4 Binding Obligations

The Recipient represents and warrants that the execution, delivery and performance of the Agreement have been duly and validly authorized and that upon execution, the Agreement will constitute a legal, valid and binding obligation on the Recipient enforceable in accordance with its terms.

### 2.5 Prior Consents and Representations

The Recipient hereby certifies that all information, representations, consents, authorizations and certifications that form part of or were provided in support of the Recipient's application for assistance for this Project, including, without limitation, all annexes, project plans and attached documents, are, as of the date of execution of the Contribution Agreement, true and correct in all material respects and remain valid and binding on the Recipient. The Recipient undertakes to advise the Agency of any changes during the term of this Agreement that materially affect any such information, representations, consents, authorization and certifications.

### 2.6 No Pending Suits or Actions

The Recipient warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings that could or would prevent compliance with this Agreement. The Recipient will advise the Agency forthwith of any such occurrence during the term of the Agreement.

### 2.7 No Gifts or Inducements

The Recipient represents and warrants that it has not, nor has any person on its behalf, offered or promised to any official or employee of His Majesty the King in Right of Canada any bribe, gift or other inducement for or with a view to obtaining the Agreement. And it has not, nor has any person on its behalf, employed any person to solicit the Agreement for a commission, contingency fee or any other consideration dependant upon the execution of the Agreement.

### 2.8 Compliance

The Recipient shall apply, in relation to the Project, in all material respects, the requirements of all applicable laws, regulations, orders and decrees of any regulatory bodies having jurisdiction over the Recipient or the Project.

### 2.9 Other Agreements

The Recipient represents and warrants that it has not entered, and undertakes not to enter, into any agreement, without the Agency's written consent that would prevent the full implementation of this Agreement by the Recipient.

Recipient Initials:

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**GENERAL CONDITIONS**

**2.10 Real Property**

Where the Project involves capital investment in real property, the Recipient represents and warrants that:

- (a) it has taken appropriate steps to ensure that it either owns the real property required for or impacted by the Project, or holds sufficient rights in the same to permit the Project to be carried out and the Project results to be achieved;
- (b) the title or interest of the Recipient in the real property required for or impacted by the Project is to remain with the Recipient for the duration of this Agreement; and
- (c) the Recipient shall take appropriate steps to protect its title or interest in the real property required for or impacted by the Project and shall, upon request, provide information to the Agency in that regard.

**3.0 Other Financing**

- 3.1 The Recipient remains solely responsible for providing or obtaining the funding, in addition to the Contribution, required to carry out the Project and fulfill the Recipient's obligations under this Agreement.

**4.0 Other Government Assistance**

- 4.1 Until the end of the Control Period, the Recipient will promptly inform the Agency, in writing, of any assistance that has been, will be or could be received from federal, provincial or municipal sources other than those identified in Schedule 2 – Statement of Work. The Agency may adjust the Contribution to take into account the amount of any such assistance and may require repayment from the Recipient.

**5.0 Values and Ethics**

**5.1 Members of the Senate and House of Commons**

No member of the Senate or House of Commons shall be allowed to derive any financial advantage resulting from the Contribution that would not be permitted under the *Parliament of Canada Act*.

**5.2 Members of a Provincial or Territorial Legislature**

Members of a provincial or territorial legislature shall be governed by provincial or territorial conflict-of-interest guidelines in effect during the term of this Agreement.

Recipient Initials:

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## GENERAL CONDITIONS

### 5.3 Conflict of Interest

The Recipient acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Conflict of Interest Code for Senators, the Values and Ethics Code for the Public Service, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

### 6.0 **Dispute Resolution**

6.1 If a dispute arises concerning the application or interpretation of the Agreement, the Agency and the Recipient shall attempt to resolve the matter through good faith negotiations and may, if necessary and if the Agency and the Recipient consent in writing, resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act* (Canada) and all regulations made pursuant to that Act.

### 7.0 **Restrictions on Corporate Distributions**

7.1 The Recipient shall not make corporate distributions unless otherwise approved by the Agency. Corporate distributions are defined for the purpose of this Agreement as any payment to any member, shareholder, director, officer or associate company of the Recipient, including, without limitations, bonuses, dividends, salaries or repayment or granting of debt to any of the aforementioned parties, excluding salaries to officers or other employees in the ordinary course of business.

### 8.0 **Lobbying**

8.1 The Recipient shall ensure that any person lobbying, as defined in the federal *Lobbying Act*, on its behalf in relation to this Agreement or the Project is registered pursuant to the said Act.

Recipient Initials:

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## GENERAL CONDITIONS

### 9.0 Relationship with the Agency

- 9.1 The Agency and the Recipient declare that nothing in this Agreement shall be construed as creating employment, a partnership, joint venture or agency relationship between the Agency and the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of His Majesty in Right of Canada and shall be solely responsible for any and all payments and deductions required by all applicable laws. The Recipient shall indemnify and save harmless the Agency in respect of any claims arising from failure to comply with the foregoing.

### 10.0 Termination

- 10.1 The Agreement will terminate at the end of the Control Period.

### 11.0 Force Majeure

#### 11.1 Event of Force Majeure

The Recipient will not be in default by reason only of any failure in performance of the Project in accordance with Schedule 2 – Statement of Work if such failure arises through no fault or negligence of the Recipient and is caused by an event of force majeure.

#### 11.2 Definition of Force Majeure

Force majeure means any cause that is unavoidable or beyond the reasonable control of the Recipient, including war, riot, insurrection, orders of government or any act of God or other similar circumstance beyond the Recipient's control and that could not have been reasonably circumvented by the Recipient without incurring unreasonable cost.

### 12.0 Material Changes

- 12.1 No material changes will be made to the estimated total scope, the nature or any element of the Project or to any element of the Recipient's operation without the prior written consent of the Agency. A material change includes, but is not limited to, change in the ownership or control of the Recipient or the assets, management, financing, location of the Project or facilities, size of the facilities, timing, expected results, or other government contributions. When consent is requested from the Agency in regard to any material change the Recipient shall provide, in a timely manner, all documentation and information as may be required by the Agency, at its discretion.

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**GENERAL CONDITIONS**

**13.0 Disposal of Assets**

- 13.1 Without limiting the generality of Schedule 1 – General Conditions, Material Changes, the Recipient shall retain possession and control of the Project Assets, the cost of which the Agency contributed to under the Agreement, and shall not, prior to the end of the Control Period, sell, dispose of, cease to use, or transfer to commercial use Project Assets without the prior written consent of the Agency.
- 13.2 The issuance of such consent, if any, may be made subject to conditions the Agency deems appropriate in the circumstances, at its discretion. Such conditions may include, without limitation, the condition(s) that the Recipient replace the Project Asset(s) disposed of with comparable asset(s) of equal or lesser value for use in the Project, that the Recipient pay the Agency forthwith all funds recovered by the Recipient pursuant to the sale or disposal of the Project Asset(s), and/or that the Recipient pay the greater of the percentage of assistance rate, as specified in Schedule 2 Statement of Work of the:
- (a) proceeds of disposition of the Project Asset(s); or
  - (b) fair market value of the Project Asset(s).

**14.0 Insurance Coverage**

- 14.1 The Recipient is responsible for deciding the appropriate insurance coverage required to fulfill its obligations herein and to ensure compliance with any applicable laws. Any insurance acquired or maintained by the Recipient is at its own expense and for its own benefit and protection. It does not release the Recipient from or reduce its liability under this Agreement.

**15.0 Monitoring, Rights to Audit and Physical Access**

- 15.1 During the term of the Agreement, the Recipient shall provide, to the Agency, the books, accounts and records of the Project and all information necessary to ensure compliance with this Agreement and for audit examination.
- 15.2 The Recipient shall provide representatives of the Agency reasonable access to its premises to inspect and assess the progress of the Project, or any element thereof, and will supply, promptly on request, such data as the Agency may reasonably require for statistical or Project evaluation purposes.

Recipient Initials:

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## GENERAL CONDITIONS

- 15.3 The Recipient shall, at its own expense, preserve and make available for audit and examination by the Agency or its representatives, for a period of thirty-six (36) months after the end of the Control Period, the books, accounts and records of the Project and all information necessary to verify compliance and ability for compliance with the terms and conditions of this Agreement, including payment of amounts to the Agency, and to assess the success of the Project and the Program. The Agency will have the right to conduct such additional audits and evaluations at its own expense as may be considered necessary, using the staff of the Agency or of other federal departments or agencies, an independent firm or the Recipient's external auditors.
- 15.4 The Recipient shall also make records and information available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*.
- 15.5 The Recipient will assist the Agency with its monitoring of the Agreement and, where applicable, will obtain required information from third parties to provide to the Agency and will facilitate the Agency's access to the information and premises of third parties relating to the Agreement.

### 16.0 Overpayment

- 16.1 Where, for any reason:

- (a) the Recipient is not entitled to the Contribution; or
- (b) the Agency determines that the amount of the Contribution disbursed exceeds the amount to which the Recipient is entitled,

the Recipient shall repay the amount of the overpayment to the Agency promptly and no later than thirty (30) calendar days from the date of the notice of such overpayment from the Agency. Any such amount is a debt due to His Majesty in Right of Canada and may be recovered as such.

### 17.0 Right to Set-off

- 17.1 Without limiting the scope of set-off rights available to the Crown at common law, under the *Financial Administration Act* or otherwise, the Agency may:
- (a) set-off against any portion of the Contribution that is payable to the Recipient pursuant to the Agreement, any amount that the Recipient owes to His Majesty under legislation or any other agreement of any kind; and

Recipient Initials:

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## GENERAL CONDITIONS

- (b) set-off against any amounts that are owed to the Agency by the Recipient, any amount that is payable by His Majesty under legislation or any other agreements of any kind to the Recipient.

### 18.0 Interest and Administrative Charges

#### 18.1 Payments

When any payment is received from the Recipient on account of an overpayment, a disposal of asset or an event of default, the Agency shall apply that payment first to reduce any accrued interest and/or administrative charges owing and then, if any part of the payment remains, to reduce the outstanding principal balance in reverse order of maturity.

#### 18.2 Overdue Accounts

The Recipient shall pay, where the account is overdue and in addition to any amount payable, interest on that amount at the Interest Rate in accordance with the *Interest and Administrative Charges Regulations*, which may be amended from time to time. The interest, calculated daily and compounded monthly, will accrue starting on the Due Date and ending on the day before the date on which the payment is received by the Agency.

#### 18.3 Fee

An administrative fee will be charged on every payment rejected by the Recipient's financial institution for any reason, in accordance with the *Interest and Administrative Charges Regulations*, which may be amended from time to time. The current fee is set at fifteen dollars (\$15).

### 19.0 Events of Default

#### 19.1 The following constitute events of default:

- (a) the Recipient is, in the opinion of the Agency, bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- (c) the Recipient, during the term of the Agreement, has defaulted under the terms and conditions of any agreement or arrangement, with any financial institution or creditor with rights to the property or assets of the Recipient;

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## GENERAL CONDITIONS

- (d) in the opinion of the Agency, the Recipient ceases to carry on business;
- (e) the Recipient submits false or misleading information to the Agency;
- (f) the Recipient is no longer eligible under the “eligibility criteria” of the Program;
- (g) the Recipient makes a false or misleading statement concerning assistance by the Agency in a prospectus or other document related to raising funds;
- (h) the Recipient has not met or satisfied a term or condition of this Agreement; or
- (i) the Recipient has not met or satisfied a term or condition under any other contribution agreement, or agreement of any kind, with His Majesty in right of Canada.

### 20.0 Remedies on Default

20.1 If an event of default has occurred or, in the opinion of the Agency is likely to occur, the Agency may exercise one or more of the following remedies:

- (a) suspend or terminate any obligation by the Agency to contribute to the Costs Incurred, including any obligation to pay any amount owing prior to the date of such suspension or termination;
- (b) require the Recipient to repay to the Agency all or part of the Contribution paid by the Agency to the Recipient, together with interest at the Interest Rate in accordance with the *Interest and Administrative Charges Regulations*, as may be amended from time to time. The interest, calculated daily and compounded monthly, will accrue commencing upon the date of the event of default as specified in the demand for payment issued by the Agency and ending on the day before the date on which the payment is received by the Agency.

20.2 The Recipient acknowledges that, in view of the policy objectives served by the Agency’s agreement to make the Contribution, the fact that the Contribution comes from public monies and that the amount of damages sustained by the Crown in the event of default is difficult to ascertain, it is fair and reasonable that the Agency be entitled to exercise any or all of the remedies provided for in, Remedies on Default, of these General Conditions, and to do so in the manner provided for in this section if an event of default occurs.

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**GENERAL CONDITIONS**

- 20.3 The fact that the Agency refrains from exercising a remedy it is entitled to exercise under the Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Agency in any way from later exercising any other right or remedy under the Agreement or other applicable law.

**21.0 Annual Appropriations**

21.1 Parliamentary Allocation

Any payment by the Agency under this Agreement is subject to there being a sufficient appropriation for the fiscal year, beginning on April 1 and ending on the following March 31, in which the payment is to be made and is subject to cancellation or reduction in the event that departmental funding levels are changed by Parliament.

21.2 Lack of Appropriation

In the event the Agency is prevented from disbursing the full amount of the Contribution due to a lack or reduction of appropriation or departmental funding levels, the Parties agree to review the effects of such a shortfall in the Contribution on the implementation of the Agreement and to adjust, as appropriate, the expected results from the Project specified in Schedule 2 – Statement of Work.

**22.0 Consent of the Agency**

- 22.1 Where a consent or an agreement is requested from the Agency under this Agreement, the Agency has the right to grant or refuse the consent or agreement and, where it decides to grant the consent or agreement, to do so subject to such conditions the Agency deems appropriate, at its discretion.

**23.0 No Assignment of Agreement**

- 23.1 The Recipient shall not assign the Agreement or any part thereof without the prior written consent of the Agency.

**24.0 Indemnity**

- 24.1 The Recipient shall indemnify and save harmless the Agency from and against all claims, losses, damages, costs and expenses that may be brought against or suffered by the Agency, and that the Agency may incur, sustain or pay arising out of or relating to any injury to or death of a person or loss to property or other loss or damage caused or alleged to be caused by the Recipient or its servants, agents, subcontractors or independent contractors in the course of carrying out the obligations of the present Agreement.

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**GENERAL CONDITIONS**

**25.0 Cancellation of Agreement**

- 25.1 The Agency may, upon thirty (30) calendar days' notice duly given to the Recipient in accordance with the Notice section of these General Conditions, cancel this Agreement at any time if, in the Agency's opinion, Schedule 2 – Statement of Work has not been executed in a satisfactory manner or if the progress and objectives outlined in the Agreement have not been met.

**26.0 Access to Information Act and Privacy Act**

- 26.1 This Agreement and all information obtained by the Agency in the course of and pursuant to this Agreement and the Recipient's application, will be subject to and treated in accordance with the *Access to Information Act* and the *Privacy Act*, as applicable, and as amended from time to time.
- 26.2 Without limiting the generality of the preceding paragraph, the Recipient acknowledges and agrees that the Agency will proactively publish information regarding this Agreement in accordance with the *Access to Information Act*, as amended from time to time.

**27.0 Sharing of Information**

- 27.1 The Recipient expressly authorizes the Agency to share all information obtained by the Agency in relation to this Agreement with other departments and agencies of the Government of Canada for the purpose of implementing, administering and monitoring the Program. This includes, without limitation, the Recipient's financial reports and business information as provided to the Agency under this Agreement and the Recipient's application.

**28.0 Aboriginal Consultation**

- 28.1 The Recipient acknowledges that the Agency's obligation to pay the Contribution is conditional upon the Agency satisfying any obligation that it may have to consult with or to accommodate any Aboriginal groups that may be affected by the terms of this Agreement.

**29.0 Applicable Law**

- 29.1 This Agreement must be interpreted in accordance with the laws in force in the province in which the office of the Agency is located.

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## STATEMENT OF WORK

### 1.0 Project Overview

#### 1.1 Project Description

The Town of Gander is requesting financial assistance under the Innovative Communities Fund (ICF) to acquire sound equipment in order to improve theatrical, festival and conference events in the community and surrounding region. This equipment is crucial to the experience provided at key events such as 'Come From Away', 'The Festival of Flight'; and events held in large venues such as the Steele Communications Centre and the international lounge of the Gander International Airport Authority. The Town of Gander will also hire a qualified consultant to assist in the development of a tourism plan which will assist in ensuring continued growth in this sector.

#### 1.2 Project Location

Gander, Newfoundland and Labrador

### 2.0 Project Financing

#### 2.1 Project Financing Table

<b><u>Project Costs</u></b>	<b><u>\$</u></b>	<b><u>Financing</u></b>	<b><u>\$</u></b>
Professional Fees/Consultants	\$ 50,000	ACOA	\$477,750
Administration Fee	35,000	IET	162,500
Equipment	<u>650,000</u>	Recipient	<u>94,750</u>
<b>Total Project Costs</b>	<b><u>\$735,000</u></b>	<b>Total Financing</b>	<b><u>\$735,000</u></b>
<b><u>Eligible Costs</u></b>	<b><u>\$</u></b>	<b><u>Assistance Rate (%)</u></b>	<b><u>Contribution (\$)</u></b>
Professional Fees/Consultants	\$ 50,000	65%	\$477,750
Administration Fee	35,000		
Equipment	<u>650,000</u>		
<b>Total Eligible Costs</b>	<b><u>\$735,000</u></b>	<b>Total Contribution</b>	<b><u>\$477,750</u></b>

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STATEMENT OF WORK

2.2 Reallocation of Costs

The parties agree that minor adjustments for the reallocation of funds between eligible cost categories are permitted. Minor adjustments are defined as not materially altering the Project's expected results, scope, and timelines, and the total project costs, as well as the ACOA contribution remains unchanged. Such adjustments do not require an amendment to the Contribution Agreement but must be documented and approved by the Agency.

**3.0 Project Results**

3.1 Expected Results Requirements

The federal government requires that results from projects receiving federal funding be identified. The Agency will thus follow-up on the following expected results identified from your project.

3.2 Expected Results from the Project

Appropriate sound and other equipment will be in place to support anchor attractions in Gander and the surrounding area.

3.3 Means of Verification

Recipient report outlining equipment purchased and improvements to anchor events.

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**CLAIMS AND COSTS PRINCIPLES**

**1.0 Claims**

- 1.1 The Agency will pay the Contribution to the Recipient, in respect of Costs Incurred, on the basis of claims that:
- (a) are submitted on claim forms provided by the Agency and include the details of all Costs Incurred being claimed;
  - (b) are completed and certified by an authorized signing officer of the Recipient; and
  - (c) if applicable include a declaration, of any overdue amounts owed to His Majesty the King in Right of Canada pursuant to any obligation other than this Agreement and provide details of any such amounts.
- 1.2 The total amount of the Contribution paid to the Recipient in respect to Costs Incurred but not yet paid to suppliers shall not exceed fifty per cent (50%) of the total authorized Contribution.
- 1.3 Unless specified in the Articles of Agreement – Payments, supporting documents do not need to be included when submitting a claim. However, signed or accepted purchase orders, cancelled cheques, invoices, receipts and all other supporting documentation must be retained and readily available for examination by the Agency during or after any payment in accordance with Schedule 1 – General Conditions, Monitoring, Rights to Audit and Physical Access.
- 1.4 With the submission of the final claim, the Recipient shall submit a confirmation of all confirmed and potential sources of government assistance received in support of the Project and a final payment certificate, on the form provided by the Agency for that purpose attesting that the Costs Incurred for the entire Project have been paid to the suppliers. The term “paid” herein and in the certification means paid by monetary payment. This certificate must be certified by an authorized signing officer of the Recipient.
- 1.5 Payments to the Recipient may be withheld by the Agency if the Recipient has any outstanding obligations hereunder, including any outstanding reports required in Schedule 4 – Reporting Requirements.

**2.0 Project Costs Principles**

**2.1 Total Eligible Costs of the Project**

The total Eligible Costs of the Project, as listed in Schedule 2 – Statement of Work, will be the sum of the applicable direct costs that are or will reasonably and properly be incurred in the performance of the Project, less any applicable credits.

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**CLAIMS AND COSTS PRINCIPLES**

**2.2 Incremental Costs**

Eligible Costs, as identified in Schedule 2 – Statement of Work, include only incremental costs deemed essential for the implementation of the Project. Incremental costs are those that are new or additional or costs that would not have otherwise been incurred if not for the implementation of the Project.

**2.3 Reasonable Costs**

Eligible Costs, as identified in Schedule 2 – Statement of Work, include only those costs that are reasonable. A cost is reasonable if, in nature and amount, it does not exceed what would be incurred by an ordinary, prudent person in the conduct of competitive business. In determining the reasonableness of a particular cost, consideration must be given to:

- (a) whether the cost is at fair market value;
- (b) the restraints and requirements of factors such as generally accepted sound business practices, arm's-length bargaining, federal, provincial and local laws and regulations, and agreement terms;
- (c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, stakeholders, the Government and the public at large;
- (d) significant deviations from the established practices of the Recipient that may unjustifiably increase Eligible Costs; and
- (e) the specifications, delivery schedule and quality requirements of the particular Project that may affect costs.

**2.4 Travel Costs**

Eligible travel costs include transportation, accommodations and meals (but not incidentals) that are directly attributable to the Project and included in Schedule 2 – Statement of Work. The Agency will reimburse the recipient in regards to kilometers and meal costs incurred by the Recipient during eligible travel at the requested rates or at a maximum of the rates set out in the National Joint Council Directive (the Directive) ([www.njc-cnm.gc.ca](http://www.njc-cnm.gc.ca)), as may be amended from time to time. These costs shall be reimbursed using the rates requested by the recipient up to a maximum amount of the kilometric rates as set forth in Appendix B of the Directive and meal allowances as set forth in Appendix C or D of the Directive. Notwithstanding the foregoing, no travel costs will be paid or allocated for transportation, accommodations, kilometers or meals that are either non-eligible or that were at no costs to the Recipient or included as part of other costs incurred (i.e. conference, inclusive-type accommodations, group transportation, etc.).

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**CLAIMS AND COSTS PRINCIPLES**

**2.5 General Administrative Costs**

General administrative costs include expenditures for office supplies, courier charges, utilities/telecommunications (e.g. telephone, fax, internet, electricity), and other office expenses identified as being directly attributable to the Project and included in Schedule 2 – Statement of Work. Incremental costs are only acceptable when they can be substantiated by the Recipient.

**2.6 Salary and Wages Costs**

Salary costs must be incremental and essential for the Project. Such wages or salaries must be for employees on the Recipient's payroll and included in Schedule 2 – Statement of Work. The acceptable payroll rate shall be the regular pay rate for the period, including premiums paid for overtime or shift work.

Salary and wages costs must be claimed on the same basis as they are incurred and paid to employees (i.e. weekly, bi-weekly, monthly), as supported by payroll records.

In certain cases, a salaried employee may not work exclusively on one Project. In those instances, only the proportion of their salary based on the actual time spent on the Project, as supported by timesheets or other satisfactory form of time recording may be considered as an Eligible Cost of the Project. In order to determine the proportion of the employee salary for the time spent on the Project (a daily or hourly pay rate), the total amount of the days during a salary year can be reduced by the number of vacation days and statutory holidays to which the employee is entitled during that year, as applicable. No other deduction or mechanisms for increasing the proportion of the time spent on the Project will be allowed without the prior consent of the Agency.

When it has been expressly included in Schedule 2 – Statement of Work, salary costs for the performance of an authorized and incremental role of qualified management personnel may be claimed in accordance with this Schedule.

**2.7 Payroll Burden**

Payroll burden associated with eligible wages and salaries included in Schedule 2 – Statement of Work, which includes items such as group insurance, pension plans and the employer's share of federal deductions, is also eligible for personnel directly associated with the Project. The Recipient can claim actual Costs Incurred.

Recipient Initials:

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**CLAIMS AND COSTS PRINCIPLES**

**2.8 Non-Canadian Currency**

The eligible amount for costs claimed in non-Canadian currency includes the actual expenses incurred by the client for goods and/or services, which will be reimbursed as follows:

- (a) Costs in foreign currency paid in Canadian dollars will be reimbursed at the exchange rate charged by the institution at the time of payment, such as the date of bank account debit or credit card transaction.
- (b) Costs in foreign currency paid from a foreign currency account will be reimbursed at the exchange rate listed on the Bank of Canada website at the time of payment, such as the date of bank account debit or credit card transaction.
- (c) Costs in foreign currency that are legally obligated to be paid by the client in the future will be reimbursed at the exchange rate listed on the Bank of Canada website at the time of invoicing. Adjustments will be made to future claims once payment is completed and proof of payment in actual Canadian dollars is provided.

**2.9 Non-Eligible Costs**

The Agency considers certain categories of costs as non-eligible. These may include, but are not necessarily restricted to, items such as:

- (a) the cost of land acquisition and any cost related to goodwill;
- (b) cost allocation for the use of existing space owned by the Recipient;
- (c) fixed period costs (for example, recurring costs such as property taxes, rentals and a reasonable provision for depreciation);
- (d) entertainment expenses (does not include networking receptions) and first-class airfare;
- (e) insurance, except if the cost is directly related to construction and is capitalized (in accordance with Generally Accepted Accounting Principles or International Financial Reporting Standards) as part of the Project;
- (f) dues and other membership fees;
- (g) severance pay, cash-out of unused vacation, bonuses, and commissions;

Recipient Initials:

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**CLAIMS AND COSTS PRINCIPLES**

- (h) refinancing of existing debt, any interest costs, bond discounts, and other financing costs;
- (i) any costs for the purchase of assets that exceed fair market value of the said assets;
- (j) any costs that would not necessitate an expenditure of cash by the Recipient, such as amortization; and
- (k) any costs that would not necessitate an expenditure of cash by the Recipient such as in-kind, unless deemed eligible in Schedule 2 - Statement of Work, and reimbursed at zero percent (0%) assistance rate.

**2.10 Credits**

Credits are defined as the applicable portion of any income, rebate, allowance or other credit relating to any incurred cost received by or accruing to the Recipient. This includes the input tax credit and the reimbursement of sales taxes paid by the Recipient for goods and services. These credits must be taken into consideration in calculating Eligible Costs.

Recipient Initials:

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**REPORTING REQUIREMENTS**

**1.0 General**

**1.1 Progress Report with Each Claim**

The Recipient shall submit a progress report with each claim for payment, on the form provided by the Agency for that purpose, detailing the progress and results of the Project. Each progress report shall contain the following information in relation to the Project:

- (a) a description of the progress made in the fulfillment of Schedule 2 – Statement of Work during the reporting period;
- (b) an assessment of any significant delay in completing the Project or in attaining any expected result identified in Schedule 2 – Statement of Work, the reasons for such delay, and mitigation measures being taken; and
- (c) the Recipient's revised projection of Project cash flows for the current fiscal year, if any significant change is expected.

**1.2 Annual Financial Statements**

- (a) The Recipient shall provide the Agency with a copy of its annual audited financial statements within one hundred and eighty (180) days after the end of each fiscal year.
- (b) The Recipient shall provide the above financial information annually until the end of the Control Period.

**1.3 Internal Financial Statements**

The Agency may at any time request the Recipient to provide a copy of its internally prepared financial statements, when deemed necessary by the Agency and the Recipient shall provide them, upon written request.

**1.4 Report on Project Results**

After the final payment of the Contribution by the Agency and until the end of the Control Period, the Recipient shall submit upon request by the Agency, a report detailing the actual results of the Project as compared to the expected results in Schedule 2 – Statement of Work, using the means of verification identified therein. All deviations must be explained. The report must be satisfactory to the Agency, at its sole discretion. The Agency may request independent third-party verification of this report or of the Project results, and the Recipient shall provide such independent verification upon written request and at its own expense.

Recipient Initials:

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**REPORTING REQUIREMENTS**

**2.0 Other Reports**

- 2.1 Prior to any payment exceeding ninety percent (90%) of the total Contribution, the Recipient shall provide a statement of the total funding from all sources for the Project, including total Canadian government funding received.

Recipient Initials:

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**PUBLIC ACKNOWLEDGEMENT OF FINANCIAL SUPPORT**

**1.0 Funding Announcement**

- 1.1 The Recipient consents to a public funding announcement of the Project by, or on behalf of, the Minister responsible for the Agency in the form of a news release, news conference and/or event, if recommended by the Minister.
- 1.2 The Agency shall inform the Recipient, normally in writing, of the date on which the public funding announcement is to be made and ensure the proposed date permits the participation of the Minister and the Recipient, and/or their representatives. The Recipient shall keep this Agreement confidential until such date.
- 1.3 The Agency may, at its sole discretion, withdraw the requirements of the Recipient's acknowledgement of the Agency's Contribution in all public communications of the Project.

**2.0 Federal Funding Recognition**

- 2.1 The Recipient agrees to acknowledge that the Project was supported and/or funded in part by the Government of Canada through the Agency. If recommended by the Minister, this acknowledgement will appear in the Recipient's publications, public websites, news releases, social media, speeches and presentations regarding the Project and will be mentioned in its annual reports.
- 2.2 The Recipient consents to seek the Agency's written approval before using the Agency's name, logo (corporate identifier), or the Canada wordmark on any of its products or communications materials.

**3.0 Project Milestones**

- 3.1 The Recipient shall provide the Minister with an opportunity to participate in milestone events related to the Project and provide milestone information and proposed dates for participation at least 15 (fifteen) days in advance, thereby enabling the Minister to use the opportunity to promote the Recipient's Project and the Agency's role in supporting it.
- 3.2 The Recipient agrees to implement appropriate communications activities, which either the Agency or the Recipient may initiate in conjunction with the other, to support or promote a milestone event. It is understood and expected that, in accepting the contribution, the Recipient and the Agency agree to cooperate to ensure the successful implementation and deployment of communications activities related to project milestone events. Examples of project milestones, for promotional purposes, include:
  - (a) sod-turnings / ribbon cuttings / grand openings;

Recipient Initials:

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**PUBLIC ACKNOWLEDGEMENT OF FINANCIAL SUPPORT**

- (b) successful nominations and awards;
- (c) completion of prototype and first product produced;
- (d) expansion into new markets, significant sales, or new contracts;
- (e) first shipment or launch of new product, new technology;
- (f) completion / graduation of training by students or interns;
- (g) launch of new program or tool; and
- (h) promotional / media campaign.

**4.0 Success Stories / Photographs**

- 4.1 The Recipient agrees to the distribution of information about the Project in the Agency's publications, public website, and/or social media platforms.
- 4.2 To assist in the development of this information, the Recipient may be asked to provide or participate in photographs, video footage, interviews, and/or quotes for the development of articles to be used in the Agency's publications, public website, and/or social media platforms. It is understood that, in accepting the contribution, the Recipient agrees to provide the requested information or access when requested by the Agency or its representatives.

**5.0 Proactive Disclosure**

- 5.1 As part of the Open Government Action Plan, the Government of Canada has committed to increasing the transparency and usefulness of grants and contribution data. Proactive disclosure regarding federal grants and contributions is posted to the Open Government portal website 30 days following the applicable financial quarter. For more information on the proactive disclosure of grants and contributions, please consult Grants and Contributions section at <https://open.canada.ca/en/proactive-disclosure>.
- 5.2 Information on this project will be considered in the public domain on the earlier of (a) the public announcement of the Project by the Minister or the Recipient, (b) the public disclosure or publication of the said information on the Agency's website under the Proactive Disclosure initiative, or (c) or the expiration of sixty (60) calendar days after the Recipient's acceptance of this Agreement.

Recipient Initials:

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## Pre-authorized Debit (PAD) / Direct Deposit Form

### A – Recipient Information

**Recipient Name:** \_\_\_\_\_

*(Must match legal name as it appears on grant/contribution agreement)*

☐ Corporation or non-profit organization  
(includes government, association, club)

☐ Individual

### B – Pre-Authorized Debit Information

**IMPORTANT: Please select one of the following options**

**Option 1:** Attach a pre-printed voided cheque or confirmation letter from the financial institution (typically available via online banking)

**OR**

**Option 2:** Complete the following fields and ensure to have the original bank stamp on the form

NOTE: The Name(s) of Account Holder(s) below, on the pre-printed void cheque or on the confirmation letter from the financial institution, as applicable, must be the same as the Recipient's legal name on its grant/contribution agreement(s).

**Branch No.** \_\_\_\_\_ **Financial Institution No.** \_\_\_\_\_ **Account No.** \_\_\_\_\_

**Name(s) of Account Holder(s):**

**Financial Institution Stamp**

**Financial Institution:**

**Address:**

*(required if no void cheque)*

**X** \_\_\_\_\_

**Signature of Financial Institution Official**

\_\_\_\_\_  
**Date**

All information obtained by the Atlantic Canada Opportunities Agency (the Agency) in this form will be treated in accordance with the Access to Information Act and Privacy Act.



## C – Direct Deposit Service

Progress and final payment(s) of grant(s) or contribution(s) can be deposited directly in the above-mentioned bank account. Do you wish to take advantage of this service?

☐ No ☐ Yes

If yes, provide email address for payment notification: \_\_\_\_\_

## D – Consents and Authorizations

I/We, the undersigned, are authorized representatives of the Recipient. I/We are authorized to make these consents and authorizations on behalf of and as binding on the Recipient(s).

I/We hereby authorize the Agency to debit from this bank account all sums due to the Agency in accordance with the Recipient's current and future contribution agreement(s), as amended. I/We will provide such further authorization(s) deemed appropriate by the Agency for debits relating to specific project(s) or payment(s), as the case may be.

I/We acknowledge that the pre-authorized debit authorization applies to all amounts due under any of the Recipient's contribution agreement(s) with the Agency, including, without limitation, repayment of a contribution, interest charges and overpayments. For one-time and/or sporadic payments not specified in the contribution agreement(s), I/we acknowledge that the Agency will require further authorization from me/us to debit my/our account and that the Agency will provide notice of the payment and requisite authorization thirty (30) days prior to the payment being due.

I/We hereby authorize the Agency to debit this bank account with a service fee of \$15.00 if a pre-authorized debit is returned due to insufficient funds.

I/We authorize the financial institution to process the debits on this bank account for all amounts due to the Agency in accordance with my/our contribution agreement(s).

If I/we have selected YES for the Direct Deposit Service, I/we hereby authorize the Agency to deposit into this bank account all payments and advances, as applicable, made under all current and future contribution agreement(s), as may be amended.

I/We may revoke my/our authorization at any time, subject to providing written notification of its termination. Such notification must be received by the Agency by the 15<sup>th</sup> day of the month prior to the next scheduled payment. To obtain a sample cancellation form, or for more information on the right to cancel a PAD agreement, I/we can contact my/our financial institution or visit [www.payments.ca](http://www.payments.ca). I/we acknowledge that the cancellation of a PAD agreement does not terminate any obligation the Recipient may have with the Agency.

I/we acknowledge that I/we must continue to pay all sums due in accordance with the contribution agreement(s), by a method acceptable to the Agency, until the contribution(s) is/are repaid in full. Should the Recipient stop making payments, the Recipient will be in default of its contribution agreement(s).



I/We understand that the bank account information must be kept up to date, and in the event of a change in the account information provided, I/we must notify the Agency in writing at least 30 days prior to the next payment date and provide the new banking information for pre-authorized debits and direct deposits, where selected.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit [www.payments.ca](http://www.payments.ca).

X \_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Date

#### ATLANTIC CANADA OPPORTUNITIES AGENCY (ACOA) REGIONAL OFFICES

**Contact ACOA's Regional Offices:**

**ACOA – NEW BRUNSWICK OFFICE**

81 Regent Street, Suite 500, P.O. Box 578, Fredericton, New Brunswick E3B 5A6

**Toll Free: 1-800-561-4030** ▪ Telephone: 506-452-3184 ▪ Fax: 506-452-3285

**ACOA – NEWFOUNDLAND AND LABRADOR OFFICE**

The John Cabot Building, 10 Barter's Hill, 11<sup>th</sup> Floor, P.O. Box 1060, Station "C", St. John's, Newfoundland A1C 5M5

**Toll Free: 1-800-668-1010** ▪ Telephone: 709-772-2751 ▪ Fax: 709-772-2712

**ACOA – NOVA SCOTIA OFFICE**

1801 Hollis Street, Suite 700, Halifax, Nova Scotia B3J 3C8

**Toll Free: 1-800-565-1228** ▪ Telephone: 902-426-8361 ▪ Fax: 902-426-2054

**ACOA – PRINCE EDWARD ISLAND OFFICE**

Royal Bank Building, 3<sup>rd</sup> Floor, 100 Sydney Street, P.O. Box 40, Charlottetown, Prince Edward Island C1A 7K2

**Toll Free: 1-800-871-2596** ▪ Telephone: 902-566-7492 ▪ Fax: 902-566-7098

**ACOA – CAPE BRETON OFFICE**

70 Crescent Street, P.O. Box 1750, Sydney, Nova Scotia B1P 6T7

**Toll Free: 1-800-705-3926** ▪ Telephone: 902-564-3600 ▪ Fax: 902-564-3825





Atlantic Canada  
Opportunities  
Agency

Agence de  
promotion économique  
du Canada atlantique

Canada

## ACOA DIRECT CLIENT REGISTRATION

SECTION 1 – BUSINESS DETAILS	
Legal Business Name:	
Operating as:	
SECTION 2 – MAIN BUSINESS ADDRESS	
Address:	City:
Province:	Postal Code:
SECTION 3 – AUTHORIZED CLIENT ADMINISTRATOR	
First Name:	Last Name:
Title:	Telephone No.:
Email Address:	
SECTION 4 – AUTHORIZING AUTHORITY	
First Name:	Last Name:
Title:	Telephone No.:
Email Address:	
<p><b>PLEASE CHECK OFF THE BOX THAT BEST DESCRIBES YOUR SITUATION</b></p> <p><input type="checkbox"/> <b>SENIOR REPRESENTATIVE with signing authority</b> (Must be a person with a higher level of authority than the Authorized Client Administrator)</p> <p><input type="checkbox"/> <b>OWNER, CO-OWNER OR MAJORITY SHAREHOLDER</b> (This person can also act as the Authorized Client Administrator)</p> <p><input type="checkbox"/> <b>NON-PROFIT ORGANIZATION / ASSOCIATION</b> (Must be either the president or the chair of the board of the non-profit organization/association)</p> <p><input type="checkbox"/> <b>OTHER</b> (please specify) _____</p> <p>I, the Authorizing Authority named in section 4, assign the person identified in section 3 to act as the Authorized Client Administrator for the purpose of ACOA Direct and authorize this person to accept, on my behalf, the ACOA Direct Online Agreement and any subsequent amendment once this registration request has been approved by ACOA. I acknowledge having read the ACOA Direct Online Agreement (available for consultation at <a href="https://direct.acoa-apec.gc.ca/home-accueil.aspx?lns=eng">https://direct.acoa-apec.gc.ca/home-accueil.aspx?lns=eng</a>) prior to affixing my signature below. I further understand and agree that by accepting the ACOA Direct Online Agreement, the business identified in section 1 becomes the Client under the terms of the said agreement.</p>	
SIGNATURE:	DATE:



**AGREEMENT TO LEASE**  
**59 Elizabeth Drive, Gander, NL A1V 1G4**

**THIS LEASE AGREEMENT** made as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**BETWEEN:**

**PROVINCIAL HEALTH AUTHORITY, operating as NL Health Services**, a corporation pursuant to the *Provincial Health Authority Act*, R.S.N.L. 2022 c. P-30.1

(hereinafter referred to as the "**Tenant**")

**AND: The Town Council of Gander**, a corporation duly incorporated pursuant to the laws of Newfoundland and Labrador

(hereinafter referred to as the "**Landlord**")

Each of the Tenant and the Landlord may individually be referred to as a "**Party**" or collectively as the "**Parties**".

**WHEREAS:**

The Landlord is the tenant of the land and premises described in this Lease and has agreed to lease to the Tenant 6,800 square feet in the premises for use of a Primary Health Care Clinic.

**IN CONSIDERATION OF** the rents, the terms and conditions of this lease, the parties hereby agree as follows:

**1. Premises- 59 Elizabeth Drive**

- (a) The Parties acknowledge that the town of Gander is the owner of the land and premises located at 59 Elizabeth Drive, in the Town of Gander, in the Province of Newfoundland and Labrador (the "**Property**"). The Landlord warrants and represents that it is currently in a leasing arrangement with NL Health Services that allows for the lease of portions of the Property with consent of the town of Gander and that such consent has been obtained without conditions for the Term of the Lease.
- (b) The Landlord agrees to lease to the Tenant 6,800 square feet, in the building located at the Property for use by the Tenant (the "**Premises**").



## NL Health Services

### 2. Term & Termination

- (a) The term of the lease, unless terminated sooner as set out in this Agreement, shall be for a period of 12 months commencing on the 1<sup>st</sup> day of February 2025 and terminating on the 31<sup>th</sup> day of January 2026 (the "**Term**"). The Term may be extended on a month-to-month basis upon written agreement by the Parties.
- (b) The Tenant shall be entitled to terminate this lease upon providing the Landlord with sixty (60) days written notice. The Landlord shall be entitled to terminate this lease upon the occurrence of any default of the lease which is not remedied by the Tenant within sixty (60) days; or the Tenant ceases to do business at the Premises as ambulance bay(s) office space.
- (c) If the Premises are at any time during the Term wholly or partially destroyed by fire, flood or otherwise so as to render the Premises untenable, the Rent shall be payable only to the date of such destruction and the lease shall immediately terminate.

### 3. Rent

- (a) The Tenant hereby agrees to pay to the Landlord for the term of the lease, without any set-off, a monthly base rent of \$53.00 per square foot, which included leasehold improvement made prior to occupancy as required by the occupant's program requirements for a total of \$360,400.00 per year plus \$54,060.00 HST. (the "**Rent**"). Each payment shall be made on the 1<sup>st</sup> of every month of \$34,538.33 (HST included) and made payable to the Landlord.
- (b) If the Term commences on any day other than the first day of the month or ends on any day other than the last day of the month, rent for the fractions of a month at the commencement and at the end of the Term shall be calculated on a pro rata basis and shall be payable on the first day of the partial month.
- (c) In the event that the Tenant, with the consent of the Landlord, continues to occupy the Premises after the date above fixed for the expiration of this lease or any renewal thereof without any further written agreement, the Tenant shall be deemed to be a Tenant from month to month rental hereinbefore set out and adjusted rate of \$33.00 per square foot plus HST for a total monthly payment of \$21,505.00 (HST included) and on the terms and conditions contained in this lease except as to the length of tenancy.
- (d) In the event that the Tenant, with the consent of the Landlord, chooses to occupy additional space in the Premises, the adjusted monthly rate will be of \$33.00 per

square foot plus HST multiplied by the area occupied and all other terms and conditions contained in this lease shall apply for the as to the length of tenancy.

#### **4. Tenant's Obligations**

The Tenant shall:

- (a) Use the Premises solely for conducting the business of a Primary Health Care Clinic and for no other business or purpose.
- (b) To pay the rent on the days and in the manner as set out in this lease.
- (c) To permit the Landlord or his duly authorized agent at pre-authorized times to enter and examine the state of repair of the Premises and to make such repairs as may be necessary from time to time, without disruption to the Tenant.
- (d) Be responsible for the following services:
  - a. Janitorial services
  - b. Internet and telephone services
  - c. Waste disposal services
  - d. Pest control services

#### **5. Landlord's Obligations**

The Landlord shall:

- (a) Ensure that the Premises are now in a good state of repair and tenantable condition and that it will always keep the Premises in a good state of repair and tenantable condition during the Term.
- (b) To maintain the lands and buildings of the Premises in a good and safe condition and in a good state of maintenance and repair and to operate the Premises in a first class and reputable manner having regard to the Premises size, age, and location.
- (c) Pay all present and future property taxes and rates, including water rates, assessments and local improvements charges levied against the Premises by any municipal, provincial, or federal authority.
- (d) Have and maintain, at its own expense, the cost of all insurance on lands, buildings and improvements for the Premises and provide the Tenant, if requested, a copy of the insurance certificate.

- (e) To provide at landlord's expense, maintain all landscaping, painting, snow and ice removal, sanding, salting parking areas and entrances for the Premises all as mutually deemed necessary by the Landlord and Tenant.
- (f) To provide at landlord's expense all discussed and mutually approved leasehold improvements, to include:
  - i. Interior painting of the Premises
  - ii. Repair of tile work in the foyer
  - iii. Repair\Replacement of damaged ceiling tiles
  - iv. Replacement of Lobby Lighting
  - v. Electrical repair & replacement of baseboard heaters
  - vi. Painting of parking spaces (Weather permitting for Nov 2024, if not able to be completed in Spring 2025)

Any alterations to the premises there after the approved list of leasehold improvements are to be in accordance with section 9 a. of the lease agreement.

- (g) Pay for all costs of lighting, including the costs of replacement of light bulbs, tubes and ballasts, all utilities being heat and electric service and the provision of hot and cold water for the Premises.
- (h) The average cost of Hydro for the twelve-month period prior to the commencement of lease hold improvements should be considered the average included in the rental rate identified above at \$53.00 per square foot. An annual review or following termination of lease, whichever comes first, will be compared to the average determined and included above, and an annual adjust shall be paid to the landlord for the difference as a one-time payment.
- (i) Pay for all repairs required for the general maintenance of the Premises as is deemed necessary by the Landlord.
- (j) Heat the Premises to a minimum temperature of twenty-two degrees Celsius (22° C) during the occupied period and to a minimum of fifteen degrees Celsius (15°C) during unoccupied periods.
- (k) Pay all costs in operating, maintaining safety, Fire and life safety equipment as required by law and provide detailed annual checks of fire systems by a certified trained technician.



## NL Health Services

- (l) To provide at Landlord's expense the removal of ice and snow from the parking area(s), maintaining the access thereto and all outside steps and walks leading to and from the Premises. Snow clearing must commence whenever there is an accumulation of snow or when wind conditions cause drifting to such a degree that it will impede the safe flow of traffic. The landlord shall take every reasonable precaution to ensure that slippery conditions on the site are avoided at all times. Sand used to prevent slippery conditions and for ice control is to be free from all foreign materials such as sticks, roots, mud, etc, and shall be capable of passing through a number 4 sieve.
- (m) To provide suitable locations for the Tenant's exterior primary identification signs and to permit Tenant to install a sign on the exterior of the Premises, subject to the Landlord's approval as to the size, location, design, type and method of installation which approval shall not be unreasonably withheld.
- (n) Abide by and follow all statutes, regulations, by-laws, rules and orders relating to the Premises and for greater certainty, but not so as to restrict the generality of the foregoing, the Landlord covenants to faithfully observe all requirements with respect to the electrical wiring, apparatus and fire protection devices now installed or required to be installed in and for the Premises from time to time.
- (o) The Tenant shall and may peaceably and quietly enjoy the Premises during the Term and any renewal thereof without molestation, hindrance, or disturbance by the Landlord or any persons lawfully claiming through or under him; and
- (p) To provide to the Tenant a complete list of names, telephone numbers and addresses of all the Landlord's employees, servants, agents, and contractors who may be contacted at any time in the event of an emergency or failure of any service to be provided by the Landlord, as herein specified, for the purpose of making repairs as may be required to restore such services.
- (q) Execute the Privacy/ Confidentiality Oath or Affirmation for Contractors/Vendors as attached at Schedule "A".

### 6. Insurance

- (a) The Landlord shall indemnify and save harmless the Tenant from and against all claims, actions, causes of action, loss, damage, expense, and costs arising out of or resulting directly or indirectly, and whether by reason of negligence, or otherwise, from:
  - The performance by the Landlord of any of its obligations under this lease.
  - Any default by the Landlord in the performance of its obligations under this lease.
  - The remedying of such default by the Tenant, the Landlord or any other person.

## **7. Transfer**

- (a) This lease shall not be assigned, sublet, encumbered, or transferred directly or indirectly by the Tenant or the Landlord. No assignment or transfer shall be permitted without obtaining the other Party's prior written consent thereto.

## **8. Landlord's Remedies**

- (a) If the Tenant is in default under this Agreement and fails to rectify such default, the Landlord may, upon sixty (60) days written notice to the Tenant, terminate this Agreement. If the Tenant fails to pay Rent for a period of sixty (60) days, this Agreement shall be automatically terminated.

## **9. Alterations**

- (a) The Landlord hereby gives permission to the Tenant to make such alterations in and about the Premises as are considered advisable by the Tenant at any time during the currency of the lease, subject to the prior written approval of the Landlord, which permission shall not be unreasonably withheld, but such alterations shall be made entirely at the expense of the Tenant and in no case shall alterations be made under this section to the frame or permanent structure of the Premises.

## **10. End of Lease**

- (a) The Tenant shall yield up the Premises at the termination of this lease or together with alterations, if any, as accepted by the Landlord in good repair subject to reasonable wear and tear.

## **11. General Terms and Conditions**

- (a) **Binding effect.** This Agreement shall be final and binding upon the Parties, their heirs, representatives, successors, and assigns.
- (b) **Entire agreement.** This Agreement constitutes all the agreements between the Parties and supersedes all prior agreements, undertakings, negotiations, and discussions, whether oral or written, of the parties to it and there are no warranties, representations, or other agreements between the Parties in connection with this Agreement.
- (c) **Waiver.** No waiver of any other provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions (whether or not similar) nor shall the waiver constitute a continuing waiver unless otherwise expressly provided.



## NL Health Services

- (d) **Headings.** Headings are not to be considered part of this Agreement and are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraphs.
- (e) **Time Material.** Time shall be a material element of this Agreement.
- (f) **Amendments.** This Agreement may only be amended upon written agreement between the Parties.
- (g) **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada in force therein. Each party irrevocably submits to the exclusive jurisdiction of the courts of Newfoundland and Labrador.
- (h) **Force Majeure.** Each party shall be excused from performance under this Agreement and shall have no liability to the other party for any period if it is prevented from performing any of its obligations in whole or in part, as a result of delays caused by an act of God, war, civil disturbance, pandemic, company or industry-wide labour disputes, or other cause beyond its reasonable control "Force Majeure" and such non-performance shall not be a default under, or grounds for termination of this Agreement. However, if a Force Majeure event continues for more than sixty (60) days, then the party whose performance is not affected by the Force Majeure shall have the right to terminate this Agreement.
- (i) **Further Assurances.** Each party hereto shall from time to time and at all times do such further acts and execute and deliver all further deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.
- (j) **Amounts in Canadian Dollars.** All references in this Agreement to dollars shall be to Canadian dollars unless otherwise indicated.
- (k) **Notice of Actions.** Each party agrees to notify the other party immediately upon the commencement of or threat of commencement of any claim, suit or action brought or that may be brought against either party, where the outcome of such claim, suit or action may affect the rights or obligations of either party under this Agreement.
- (l) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the parties hereto, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.





## NL Health Services

- (m) **Facsimile or Digital Execution.** This Agreement may be executed by facsimile or by scan and email and the Parties shall recognize such execution as the valid and binding execution hereof.
- (n) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same instrument.
- (o) **Authority.** The signatories of this Agreement personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered.
- (p) **Notices.** All notices, requests, demands or other communications required or permitted to be given by any party to another pursuant to this lease shall be given in writing and delivered by personal service, pre-paid registered mail, or e-mail, addressed as applicable as follows:

**Landlord:** Town of Gander  
100 Elizabeth Drive  
Gander, NL  
A1V 1G7

Attn: Brad Hefford Director of Governance and Town Clerk  
E-mail: [bhefford@gandercanada.com](mailto:bhefford@gandercanada.com)

**Tenant:** Provincial Health Authority, operating as NL Health Services  
50 Union Street  
Grand Falls-Windsor, NL  
A2A 2E1

Attn:  
CC: Michael Antle, Senior Director – Facilities & Support Services  
E-mail: [michael.antle@centralhealth.nl.ca](mailto:michael.antle@centralhealth.nl.ca)

Or such other address in Canada of which any party may from time to time notify the other party in writing.

The remainder of this page intentionally left blank.

Signature page to follow.



The parties hereto have executed this lease on the \_\_\_\_ day of \_\_\_\_\_ 2025.

**Town of Gander**

\_\_\_\_\_  
Per:

Title:

**Provincial Health Authority, operating as NL Health Services**

\_\_\_\_\_  
Per:

Title:



## Schedule "A"

### **Privacy/ Confidentiality Oath or Affirmation for Contractors/Vendors**

This Privacy/Confidentiality Oath or Affirmation (the "**Oath or Affirmation**") encompasses confidential, private, personal and personal health information (the "**Information**") concerning patients, clients, residents, staff and the business of NLHS. As a contractor/vendor to NLHS, \_\_\_\_\_, its agents, employees, or representatives (collectively, the "**Company**") may be granted access to such information. This access will be gained through appropriate authorization and shall be used only for the purpose for which the access was granted. The Company recognizes that in the provision of goods or services or generally acting during the course of its contract with NLHS (the "**Contract**"), the Company may also inadvertently gain access to information. All information must be protected to ensure maintenance of full confidentiality and privacy.

As a contractor/vendor, I \_\_\_\_\_, (name), an officer or director of the Company hereby swear [or affirm] on behalf of the Company:

- a) to have read in its entirety and understand Eastern Health's policy on Privacy and Confidentiality, including responsibilities regarding the protection of Information obtained during and after the Contract with NLHS.
- b) to not at any time divulge to any person(s) within or outside NLHS, any information except as may be required in the course of the duties and responsibilities associated with the Contract, and then, any disclosure of information will only be the minimal amount required in the particular situation. Further, to acknowledge and agree that any information obtained during the life of the Contract shall not be divulged upon completion of the Contract.
- c) to communicate Eastern Health's Privacy/Confidentiality requirements to the Company's employees, contractors, subcontractors, or any other party that the Company may engage to assist in any part of the completion of the Contract and to bind them to comply with the terms of Eastern Health's Privacy/Confidentiality Policy.
- d) to immediately notify NLHS if the Company becomes aware of a breach or possible breach of confidentiality, whether the awareness of the breach is by an officer, director, employee, agent, representative, contractor or subcontractor or any other party that the Company may engage to assist in any part of the completion of the Contract.
- e) At the expiration of the Contract, to provide documentation of the secure and safe destruction of any information acquired through the Contract, if destruction is required by NLHS.



## NL Health Services

- f) to comply with all obligations imposed under any applicable privacy laws, which may include the *Personal Health Information Act* SNL 2008 c.P-7.01 (PHIA) and the *Access to Information and Protection of Privacy Act* (ATIPPA) as such apply to the collection, use, disclosure, storage, retention, and transfer of information.
- g) In particular, the Company is aware of its obligation:
- i) to comply with the requirements of applicable legislation, which may include the *PHIA* (<http://assembly.nl.ca/Legislation/sr/statutes/p07-01.htm>), to protect the confidentiality of personal health information about individuals and the privacy of the individuals who are the subject of that information.
  - ii) to protect the confidentiality of the information that is in the Company's custody or control and the privacy of any individual who is the subject of that information.
  - iii) to provide for the secure storage, retention, and disposal of personal health information to minimize the risk of unauthorized access to or disclosure of the personal health information of individuals.

**SWORN TO [or AFFIRMED]** at the \_\_\_\_\_ of \_\_\_\_\_, in the  
Province/State of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Before me:

\_\_\_\_\_  
Notary Public or Commissioner  
of Oaths

(who shall affix his/her seal)

\_\_\_\_\_  
Person Swearing/Affirming  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## PROPERTY TAX REDUCTION APPROVAL FORM

Department:  
Submitted By:  
Date Submitted:

### APPLICANT DETAILS

Civic Address:

Roll Number:

### ELIGIBILITY VERIFICATION

- ☐ Applicant is the registered owner of the residential property.
- ☐ Total household income verified based on supporting documents.
- ☐ Reduction applies to the current tax year based on previous year's income.
- ☐ If first time applicant, estimated household income for the current year has been provided.

Verified Total Household Income (Previous Year): \$\_\_\_\_\_

### ELIGIBLE REDUCTION BASED ON ANNUAL INCOME

- ☐ \$0.00 – \$20,750.00 → 55% Reduction
- ☐ \$20,751.00 – \$22,500.00 → 45% Reduction
- ☐ \$22,501.00 – \$24,500.00 → 25% Reduction
- ☐ \$24,501.00 – \$27,000.00 → 15% Reduction

### MINUTE

The Committee reviewed \_\_\_\_\_ application(s) for residential property tax reduction that met Council's policy based on income criteria. The total amount to be adjusted is \$ \_\_\_\_\_. Since the beginning of 2025, the Town of Gander has issued \_\_\_\_\_ property tax reductions totaling \$ \_\_\_\_\_.

### MOTION

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

### REVIEW AND APPROVAL

Does the CAO Recommend Approval?	Yes	No
Approved for Inclusion in Agenda?	Yes	No

Comments (if any)