

MINUTES

Regular Meeting of Council
Wednesday, September 25, 2024 @ 4:00 p.m.
Council Chambers

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|-----------------|--------------------|---------------------|
| Present: | P. Farwell | Mayor |
| | B. Ford | Deputy Mayor |
| | W. Hoffe | Councillor |
| | P. Woodford | Councillor |
| | T. Pollett | Councillor |
| | S. Handcock | Councillor |
| | M. White | Councillor |

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| Advisory and Resource: | J. Knee | Director of Community Services |
| | H. Lowe | Director of Public Safety & Protective Services |
| | J. Blackwood | Director of Planning and Public Works |
| | B. Hefford | Director of Governance & Legislative Services/Town Clerk |
| | K. Hiscock | Director of Corporate Services |
| | K. White | Communications Officer |
| | A. Oldford | Policy and Legislation Clerk |

1. CALL TO ORDER

The Meeting was called to order at 4:00 p.m.

2. LAND ACKNOWLEDGEMENT

3. VISITORS/PRESENTATIONS

4. APPROVAL OF AGENDA

Motion #24-166

Approval of Agenda

Moved by Councillor Woodford and seconded by Councillor Pollett That the Agenda for the Regular Meeting of Council on September 25, 2024 be adopted.

In Favour: 7 Opposing: 0

Decision: Motion carried.

5. MINUTES FOR APPROVAL

Motion #24-167

Regular Minutes for Approval

Moved by Councillor Pollett and seconded by Councillor Woodford that the Minutes from the Regular Meeting of Council on August 28, 2024 be adopted as presented.

In Favour: 7 Opposing: 0

Decision: Motion carried.

6. BUSINESS ARISING FROM PREVIOUS MINUTES

7. REPORTS – STANDING COMMITTEES:

A. Community Services Committee:

The Community Services Committee report was presented by Councillor Pollett.

The Community Services Committee meeting was held on September 11, 2024. The meeting was chaired by T. Pollett, Councillor (Chair). Other members present included: B. Ford, Deputy Mayor; W. Hoffe, Councillor; B. Hefford, Director, Governance and Legislative Services; and J. Knee, Director, Department of Community Services.

The following items were discussed:

Sports Field Enhancement – Proposed Ballfield Building

The Committee reviewed several options for a possible clubhouse building at the ballfield and feedback was provided on the most likely option. This option would provide storage for the user groups, a small kitchen as well as a viewing area and meeting space.

Beach Volleyball Court

Correspondence was reviewed regarding the possible development or re-establishment of a beach volleyball court. The previous site at Cobb's Pond Rotary Park presented some play issues mostly because of its proximity to the water. This request was discussed at length, but it was determined that a project like this would be evaluated as part of the Town's Recreation Master Plan.

Provincial Student Leadership Conference

The Provincial Student Leadership Conference is being hosted by St. Paul’s Intermediate from October 17-19, 2024. As part of hosting this conference, St Paul’s Intermediate is looking for sponsorships to help offset some costs. The Committee felt this aligned with youth events under the Community Programs budget and has agreed to sponsor \$1,000. This amount was budgeted as a youth forum.

Wheels for Wishes

Wheels for Wishes is a group of dedicated volunteers that raise funds for children’s charities. The event centers around a car show as well as other possible events such as a motor cross type of event, community BBQ, etc. The organizers have expressed interest in hosting this event in Gander. Department staff had discussions with the organizers on dates and venues, however there was a conflict with other events. Staff will work with Wheels for Wishes on other possible dates.

Family Care Team Request

The Committee received a letter from the Family Care Team requesting a partnership for a variety of Seniors’ Wellness initiatives. The request was for a meeting space to conduct these wellness sessions. This lines up with many of the programs that our Community Events Coordinator is currently working on, making this a great opportunity to partner.

Upcoming Events

The following events will take place in the coming months:

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|---|--|
| Oct 4 th | First Responders Challenge |
| Oct 4 th – 6 th | Male U16 AAA Hockey Tournament |
| Oct 5 th | Gander Grow Co. Farmer’s Market |
| Oct 16 th | Community Wellness Event |
| Oct 18 th – 20 th | Sport NL High School Soccer Tournament |
| Oct 19 th | Gander Grow Co./Town of Gander Farmer’s Market |

B. Economic Development Committee:

The Economic Development Committee report was presented by Councillor Woodford.

The Economic Development Committee meeting was held on September 11, 2024. The meeting was chaired by P. Woodford, Councillor (Chair). Other members present included: S. Handcock, Councillor; T. Pollett, Councillor; T. Pollett, Councillor; M. White, Councillor; B. Hefford, Town Clerk/Co-CAO; and J. Blackwood, Director of Planning and Public Works/Co-CAO.

The following items were discussed:

Delegation – Bright Star Childcare Ltd.

The Committee had a representative from Bright Star Childcare Ltd. present their plans to operate a new daycare in the community. The delegation expressed their concerns with challenges they were facing and asked Council to work with them and provide support where possible. The Committee appreciated the efforts being undertaken by this group to provide a valuable service in the community and will work closely with them to provide support where possible and help them connect with potential community partners.

Aero Future Canada Firefighting Drone Information Session

Correspondence was received from Aero Future Canada regarding their products and services related to drones. Possible applications for the community including but not limited to firefighting, search and rescue and surveying were discussed and the possibility of testing the technology within the municipality. The Committee is recommending that the department continue dialogue with this group and explore possible uses.

Champion Communities – Welcoming Newcomers

A representative from the Provincial Health Professional Recruitment and Retention Office forwarded correspondence to Council regarding recruiting and retention efforts within the province.

They are developing a toolkit to support communities throughout the province in their efforts to bring more health care professionals to the province and are seeking support and collaboration from Municipalities NL, NL Health Services and other stakeholders.

Gander was acknowledged as a champion community for their efforts to continuously grow and stabilize the health work force and are being asked to share their stories, examples and future plans to be featured in the toolkit.

The Home on Bennett Inc. – Lounge Area

The owner of The Home on Bennett Inc would like to expand their business at 66 Bennett Drive by building onto the existing structure. To accommodate this new development, they are requesting Council sell them a parcel of Town land adjacent to their existing property. The Committee is not recommending the sale of the requested property at this time but asks that the department work with the applicant to see if the expansion can be accommodated within the existing property.

C. Public Safety and Protective Services Committee:

The Public Safety and Protective Services Committee report was presented by Councillor White.

The Public Safety and Protective Services meeting was held on September 12, 2024. The meeting was chaired by M. White, Councillor (Chair). Other members present included: P. Woodford, Councillor; T. Pollett, Councillor; H. Lowe, Director of Protective Services/Fire Chief; B. Hefford, Town Clerk/Co-CAO; J. Blackwood, Director of Planning and Public Works/Co-CAO; and T. Byrne, Administrative HR Coordinator. Regrets from S. Handcock, Councillor.

The following items were discussed:

Town of Gander Trailways

The Committee reviewed residents' concerns regarding the walking trail on Mollison Crescent, as well as the trails between Lewington Place and Byrd Avenue.

The trail will be maintained as effectively as possible. The Committee recognizes that a Trails strategy is critical to understanding the purpose, use, and standard required for a community. However, this project is very large in scope and has not been undertaken to date. The Committee highlighted this project as an opportunity for consideration during the 2025 budget process.

D. Planning and Public Works Committee:

The Planning and Development Committee report was presented by Councillor Handcock.

The Planning and Development Committee was held on September 17, 2024. The meeting was chaired by S. Handcock, Councillor (Chair). Other members present included: B. Ford, Deputy Mayor; M. White, Councillor; T. Pollett, Councillor; and J. Blackwood, Director of Planning and Public Works.

The following items were discussed:

Wastewater Effluent Quality Report, 2024, 2nd Quarter

The Director presented the Committee with a summary of the Town of Gander Wastewater Effluent Quality Report. The report shows the Town's wastewater quality with reference to the Wastewater Systems Effluent Regulations for each parameter.

The most recent report is for the 2nd quarter of 2024, where the results show the effluent quality is within the recommended guidelines.

Composite samples are collected by the Wastewater Treatment Plant Operators on a bi-weekly basis and submitted to an accredited laboratory for testing.

Home Based Business – 11 Lewington Place

The Committee reviewed a home-based business application from a resident at 11 Lewington Place. The applicant, *Learn, Play, Grow Child Care* is seeking Council's permission to operate a home-based registered childcare service from that property. It is noted that home occupation is permitted as a discretionary use for the zone in which this property is located. Discretionary use notices were advertised with one piece of correspondence received by the advertised deadline.

Motion #24-168**Home Based Business – 11 Lewington Place**

Moved by Councillor Handcock and seconded by Deputy Mayor Ford that *Learn, Play, Grow Child Care* be permitted to operate a home-based registered childcare service at 11 Lewington Place.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Home Based Business – 73 Yeager Street

The Committee reviewed a home-based business application from a resident at 73 Yeager Street. The applicant, *SC Developments Limited*, is seeking Council's permission to operate a home-based office for a general contracting business from that property. It is noted that home occupation is permitted as a discretionary use for the zone in which this property is located. Discretionary use notices were advertised with no objections being received by the advertised deadline.

Motion #24-169**Home Based Business – 73 Yeager Street**

Moved by Councillor Handcock and seconded by Councillor Woodford that *SC Developments Limited* be permitted to operate a home-based office for a general contracting business service at 73 Yeager Street.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Municipal Plan Amendment # 6, 2024 and Development Regulations Amendment # 8 -Short Term Rentals

Municipal Plan Amendment # 6, 2024 and Development Regulations Amendment # 8, 2024 is now ready for approval by Council.

This amendment proposes to amend the Gander Municipal Plan and Development Regulations to accommodate Short Term Rentals/Visitor Rental Dwellings as per draft no. 4, attached.

The required advertising and provincial review have been completed. A Public Hearing was scheduled for August 27, 2024, at the Town Hall. No objections or representation were received by the deadline date and the hearing is cancelled.

Motion #24-170

Municipal Plan Amendment # 6, 2024 and Development Regulations Amendment # 8 -Short Term Rentals

Moved by Councillor Handcock and seconded by Councillor Pollett that Municipal Plan Amendment # 6, 2024 and Development Regulations Amendment # 8, 2024 be approved under Section 23 of the Urban and Rural Planning Act 2000.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Municipal Plan Amendment # 3, 2023 and Development Regulations Amendment # 4 - Rezone Two Parcels of Land

Municipal Plan Amendment # 3, 2023 and Development Regulations Amendment # 4, 2023 is now ready for approval by Council.

This amendment proposes to re-zone two land parcels, as per the attached drawings. It is Council's intention to rezone the land parcels, currently zoned **Open Space (OS)** to a **Residential Medium Density (RMD)** and **Residential High Density-2 (RHD-2)** land use designation. These changes will allow for potential future residential development.

The required advertising and provincial review have been completed. A Public Hearing was scheduled for August 26, 2024, at the Town Hall. No objections or representation were received by the deadline date and the hearing was cancelled.

Motion #24-171

Municipal Plan Amendment # 3, 2023 and Development Regulations Amendment # 4 - Rezone Two Parcels of Land

Moved by Councillor White and seconded by Councillor Pollett that Municipal Plan Amendment #3, 2023 and Development Regulations Amendment # 4, 2023 be approved under Section 23 of the Urban and Rural Planning Act 2000.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Development Application - Quarry Permit

The Town Council of the Town of Gander has received a development application to operate a quarry approximately 24 km east of Gander, adjacent to Denty's Pit. This area is zoned Rural in the Town of Gander's Municipal Plan and mineral workings (quarry uses) are permitted as a discretionary use within the Rural Zone in the Town of Gander Development Regulations. This application is to permit the expansion and operation of an existing quarry.

A discretionary notice was advertised, with no representation being received by the posted deadline.

Motion #24-172

Development Application - Quarry Permit

Moved by Councillor Handcock and seconded by Councillor Pollett that development application for the discretionary use of mineral workings be approved as attached.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Composting with Community Partners

The Committee discussed the existing measures the Town has in place to reduce the volume of material being disposed of in the regional landfill site and how those programs could be expanded by engaging community partners.

Composting and other such environmentally friendly recycling programs can have direct financial savings for the community, help build the community through engagement and interactions as well as promote continued growth as an environmentally sustainable community.

The Committee is recommending that the department work towards expanding the existing programs and look to engage community partners to make the community more environmentally sustainable.

Notable Dates:

- Household Hazardous Waste Day is scheduled for Saturday, September 28th at the Steele Community Center parking lot, 8:30 am – 3:30 pm.

- Garbage Collection for Thanksgiving Day observed on Monday, October 14th is rescheduled for collection on Wednesday, October 16th.
- The next scheduled Waste Transfer Station date is scheduled for Saturday, October 26th. The hours of operation are 8 a.m. – 4 p.m.

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

E. Governance & Legislative Services Committee:

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

The Governance & Legislative Services Committee was held on September 20, 2024. The meeting was chaired by B. Ford, Deputy Mayor (Chair). Other members present included: T. Pollett, Councillor; W. Hoffe, Councillor; M. White, Councillor; B. Hefford, Town Clerk/Director, Governance & Legislative Services; and A. Oldford, Policy & Legislation Clerk.

The following items were discussed:

Canadian Public Works Association (CPWA) Sponsorship Request

The Canadian Public Works Association (CPWA) event offers valuable networking and professional development opportunities for public works professionals, promoting knowledge sharing and collaboration on municipal infrastructure and services.

The Committee discussed the upcoming CPWA event, scheduled to take place at Sinbad's Hotel & Suites in Gander from October 16-18, 2024. The CPWA Executive has invited the Mayor to deliver a greeting on behalf of the town on October 16, 2024, at 12:00 p.m. They also requested sponsorship for a lunch, which will be catered by the hotel, with an estimated cost of \$1,000. Confirmation of the Mayor's availability and approval of the sponsorship is requested.

As per standing practice, the sponsorship amount is typically set to reflect the savings incurred by Council due to the local nature of the event, thereby avoiding travel expenses. The Committee is eager to support the event and ensure its success.

Motion #24-173

Canadian Public Works Association (CPWA) Sponsorship Request

Moved by Deputy Mayor Ford and seconded by Councillor Pollett that a \$1,000 sponsorship be provided to the Canadian Public Works Association, as requested.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Policy Development and Amendments Policy

The Committee reviewed the Policy Development and Amendments Policy, which outlines the processes for drafting, reviewing, and formally amending policies. The policy emphasizes transparency, inclusivity, and a structured framework for policy formulation across all departments. It ensures that the development of new policies or amendments to existing ones is consistent, thorough, and in alignment with the Town’s strategic goals. As part of the first reading, the policy will be published via public notice, allowing for a 10-business-day period during which public feedback will be solicited. The feedback will be considered for any necessary amendments before the second and final reading.

Motion #24-174

Policy Development and Amendments Policy

Moved by Deputy Mayor Ford and seconded by Councillor Hoffe that Governance and Legislative Services Policy FPC-GLS-001 – Policy Development and Amendments be introduced for first reading, replacing policy A020 – Policy Revision and Amendments.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Gander Housing and Development Initiatives

The Committee discussed several pressing housing and social development issues affecting Gander. There is growing concern that the allocation of resources to address housing challenges in Gander does not reflect the population's needs and demands. The Town of Gander has conducted benchmark evaluations of direct investment in housing units and staffing complements, such as housing officers, social workers, and maintenance staff. For example, to meet the provincial benchmark for NLHC housing units, an investment to increase supply by 189 units would be required. To illustrate the disparity, Gander has 126 NLHC units for a population of 11,880, compared to Corner Brook, which has 668 units for 19,333 residents, and Grand Falls-Windsor, which has 246 units for 13,853 residents.

In addition, there is a gap in investments for community supports that assist residents, such as NLHC community centres. These centres in St. John's, Marystown, Grand Falls-Windsor, and Corner Brook receive core funding for staff and in-kind support through the use of NLHC centre space to deliver programs like life skills training, after-school activities, and tax preparation assistance.

As is evident in Gander, the challenges being faced are evolving and increasingly visible in our neighborhoods. There is clear acknowledgment that the needs are complex, and the response

required is daunting. However, there is a noticeable gap in resources in Gander when compared to other communities. Addressing this gap would represent a critical first step in meeting these needs.

A formal letter will be drafted, requesting updates on previous commitments and outlining concerns regarding local housing, neighborhood dynamics, and the need for equitable resource allocation. This will include a clear expectation for improvements in human resources, social housing infrastructure, and related programs.

The Town Council of Gander is committed to leading and advocating for all residents, especially those with the most complex needs. The Town of Gander will also call a meeting with stakeholders, including agencies and departments of the Government of Newfoundland and Labrador responsible for housing and social development, the RCMP, and community stakeholders. The purpose will be to open lines of communication and engagement, understand the changing dynamics, and begin formulating strategies to improve the wellbeing of our community from a holistic perspective. Some of these challenges are complex in nature, and there will be no simple solutions. However, each stakeholder has a role to play, and collectively, we must all be committed to making an impact.

GIAA Chairperson

The Committee discussed the appointment of Mr. Gene Hedges as the new Chairperson of the Gander International Airport Authority (GIAA), following the completion of Anne Manning-Moffitt's term. Mr. Hedges, originally nominated by the Town of Gander when he joined the board seven years ago, brings extensive experience from his nearly 40-year career with Canada Post, along with his involvement in various volunteer organizations. Council acknowledged the significance of this leadership transition and expressed confidence in Mr. Hedges' ability to effectively guide the GIAA moving forward.

A formal letter of congratulations has been sent to Mr. Hedges on behalf of the Town of Gander, extending our best wishes and support for his continued success in this role. Additionally, the Committee recommends sending a letter to former Chairperson Anne Manning-Moffitt, expressing our gratitude for her dedicated service and leadership during her term.

National Forest Week

The Committee discussed National Forest Week, which takes place from September 22-28, 2024. The Town of Gander is proud to highlight our vital role in forest health and protection. To celebrate, the Town of Gander will be touring the Forest Protection Centre on Friday, September 27. Though often flying under the radar, Gander is home to Newfoundland and Labrador's Provincial Forest Protection Centre, supported by professionals including wildfire specialists, forestry professionals, and technicians. It is also co-located with the Government Air Services Division, which serves as the headquarters for the Provincial Water Bomber Fleet. This centre houses pilots, aircraft maintenance personnel, and support personnel, all within state-of-

the-art facilities. These services are cornerstones of our current standing and continue to honor Gander's storied history as an Aerospace Centre of Excellence.

In addition, Gander is home to the Provincial Forest Firefighting Equipment Bank, the Fire Hose Processing Centre, the Insect Protection Unit, and other critical support services that contribute to the success of provincial forest protection programs. Together, they ensure proactive prevention measures and effective emergency response coordination, safeguarding both the safety of our residents and the protection of one of our most treasured natural resources—our forests.

We extend our heartfelt appreciation to the professional and dedicated staff who work tirelessly to maintain and protect our forests. Their contributions are essential to the well-being of our community and the long-term sustainability of our natural resources.

Recognition of Employee Achievements

The Committee highlighted the recent accomplishment of Dawn Froude, Executive Administrative Assistant, who successfully completed the CAMA EA Master Class Series 1.

The Committee expressed their congratulations to Ms. Froude and emphasized the value of acknowledging professional development within the organization and the goal of celebrating employee milestones and accomplishments across all departments.

Social Media Report

The Committee reviewed the Social Media Report provided by Communications. The highlights of the report include a total of 13,945 followers – a cumulative net increase of 230; reach increased by 58.3% over the last quarter; interactions increased by 9%; page visits are up by 72%. The top three posts with the most impressions and engagement were: 1. PSA related to speeding issues in town; 2. 103 Squadron Search & Rescue recognition; and 3. Gander Fire/Rescue new Unit #2/SCOTT breathing apparatus. Festival of Flight / Gander Day event postings occupied 4 out of the top 10 spots.

X (formerly Twitter) have removed analytics access to general platform accounts, and now requires a Premium account (\$8.95/mo) to utilize the facility. Communications investigated 3rd party platforms, but many have eliminated any free use option eg. Hootsuite previously offered a 1-user, 3-account selection, whereas now, there is a free 30-day trial followed by \$99/mo. Further investigation is recommended if X data is deemed an ongoing priority.

As a reminder, Town of Gander does offer direct mail for those who are not on Social Media.

Council Engagement Report

Effective engagement with the community is crucial for local governance, as it fosters transparency, inclusivity, and collaboration.

Over the past month, Council actively engaged in several events and initiatives. To offer a glimpse, here are some noteworthy examples:

Sept 4 – MUN Nursing student presentation at McCurdy Complex

Sept 8 – Fallen Firefighters & new 9/11 monument unveiling at the Fire Hall

Sept 10 – Dinner and presentation by 9/11 survivor, Gordon Huie, at Quality Inn

Sept 11 – 9/11 Commemoration at Evangel Church

Sept 12 – Gander & Area Chamber of Commerce annual Business Awards Gala at Quality Inn

Sept 15 – Terry Fox Run

Sept 21 / 22 – Tomolo Multicultural Expo at the ACC

Sept 22 – Kidney Foundation/Guy Goldsworthy Annual Kidney Walk at Cobb's Pond

F. Corporate Services Committee:

The Corporate Services Committee report was presented by Councillor Hoffe.

The Corporate Services Committee meeting was held on September 18, 2024. The meeting was chaired by T. Pollett, Councillor (Chair). Other members present included: P. Woodford, Councillor; B. Hefford, Town Clerk/Director, Governance & Legislative Services; and K. Hiscock, Director of Corporate Services. Regrets from W. Hoffe, Councillor.

The following items were discussed:

Councillor White left Council Chambers at 4:50 p.m., returning at 4:51 p.m.

Canada Community-Building Fund (CCBF) Agreement

The Committee was presented with correspondence from the Department of Municipal Affairs regarding the Ultimate Recipient Canada Community-Building Fund Agreement. This Agreement stipulates the roles and responsibilities of the Town of Gander and the Government of Newfoundland and Labrador and confirms the funding amount of \$2,879,431 that the Town of Gander will receive for the 5-year period between 2024 and 2029.

This funding for the remaining years of the Agreement up to 2034 is not currently known as it will be based on the 2026 census.

Motion #24-175

Canada Community-Building Fund (CCBF) Agreement

Moved by Councillor Hoffe and seconded by Councillor Handcock that the Town of Gander accept the funding as outlined in the Department of Municipal Affairs correspondence dated September 16, 2024, on the Ultimate Recipient Canada Community-Building Fund Administrative Agreement from 2024-2034, as attached.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Property Tax Reduction

The Committee reviewed one application for a residential property tax reduction that met Council’s policy based on income criteria. The total amount to be adjusted is \$465.38.

To date, the Town has issued 33 property tax reductions totaling \$25,581.80.

Motion #24-176

Property Tax Reduction

Moved by Councillor Hoffe and seconded by Councillor Pollett that the property tax reduction be approved as attached.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Request for Quote #RFQ24-22 Consulting Fees

The Planning and Public Works Committee referred the quote for consulting fees to reconfigure the Neiderman System at Gander Fire Rescue to the Corporate Services Committee for consideration.

The scope of work would include but is not limited to the evaluation of the existing system, preliminary engineering, design development and contract documents, tendering, contract award and administration, resident administration and project closeout including commissioning.

There was only one quote received at a cost of \$39,370.25 HST included from Allnorth Consultants Limited and is over budget by \$702.31.

Motion #24-177**Request for Quote #RFQ24-22 Consulting Fees**

Moved by Councillor Hoffe and seconded by Deputy Mayor Ford that quote #RFQ24-22 for consulting fees to reconfigure the Neiderman System at Gander Fire Rescue to Allnorth Consultants Limited at a cost of \$39,370.25 HST included.

In Favour: 7 Opposing: 0

Decision: Motion carried.

The Committee recommends and I move quote # RFQ24-22 for consulting fees to reconfigure the Neiderman System at Gander Fire Rescue to Allnorth Consultants Limited at a cost of \$39,370.25 HST included.

The Town Clerk joined the Committee meeting.

Request for Proposal #RFP24-06 Human Resources Information System

The Corporate Services Committee reviewed the results of RFP#24-06 for the purchase of a Human Resources Information System.

The RFP requested a single software platform to replace the existing human resources and payroll software suites to streamline processes and reduce the total cost of administering those functions. As well, to provide real-time up-to-date information to improve decision making and reporting capabilities.

The Selection Committee ranked the three proposals received on the following criteria: company profile, proposed software, implementation and training, support and maintenance, and proposal cost.

After several demonstrations from selected vendors and review of references it was recommended to award the RFP to the vendor UKG. This company was founded in April 2020 from the merger of Ultimate Software and Kronos Incorporated resulting in the creation of one of the largest cloud computing companies.

The budget for this project is \$70,000 and is within the budget. The project is expected to be completed in early 2025 and the agreement covers the period of 36 months from the date the project is fully implemented.

Motion #24-178**Request for Proposal #RFP24-06 Human Resources Information System**

Moved by Councillor Hoffe and seconded by Councillor White that request for proposal #RFP24-06 for the purchase of a Human Resources Information System be awarded to UKG, as attached.

In Favour: 7 Opposing: 0

Decision: Motion carried.

2025 Budget Schedule

The Committee was presented with a proposed budget schedule for the preparation and adoption of the 2025 budget. According to the schedule, Council will present the 2025 budget for adoption at the public meeting scheduled to be held on November 20th, 2024.

As per past practice, Council is seeking input from residents, businesses, and community groups for requests to be considered during the 2025 budget process. There will be an opportunity to present these requests and provide feedback through public consultations tentatively scheduled on October 16th and 17th. To register to attend the public consultations or provide input, please contact the Town's Communications Officer at 709-651-5909 or email communications@gandercanada.com.

Motion #24-179**2025 Budget Schedule**

Moved by Councillor Hoffe and seconded by Councillor White the adoption of the 2025 budget schedule, as attached.

In Favour: 7 Opposing: 0

Decision: Motion carried.

G. Committee of the Whole

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

The Committee of the Whole meeting was held on September 20, 2024. The meeting was chaired by P. Farwell, Mayor (Chair). Other members present included: B. Ford, Deputy Mayor; T. Pollett, Councillor; S. Handcock, Councillor; W. Hoffe, Councillor; P. Woodford, Councillor; M. White, Councillor; B. Hefford, Director of Governance and Legislation/Town Clerk; J. Blackwood, Director of Planning and Public Works; H. Lowe, Director of Public Safety & Protective Services/Fire Chief; and K. Hiscock, Director of Corporate Services; and J. Knee, Director of Community Services.

The following items were discussed:

Councillor Pollett left Council Chambers at 5:02 p.m., returning at 5:03 p.m.

Truth & Reconciliation

The Committee discussed the upcoming Truth and Reconciliation Day on Monday, September 30, 2024. The Town of Gander will observe this day as a public holiday, with Town offices closed. Truth and Reconciliation Day offers an opportunity for reflection on Canada's relationship with Indigenous peoples, acknowledging the difficult history and its ongoing impacts. This day encourages meaningful reflection and learning, aligned with the Truth and Reconciliation Commission's Calls to Action.

In recognition of this commitment, the Town of Gander is partnering with the local Indigenous community to host a Lunch & Learn session on Thursday, September 26, 2024. Two sessions will be held to ensure all employees can participate. This event aims to provide employees with a deeper understanding of how we, as public servants, can contribute to Truth and Reconciliation and align our actions with the spirit of reconciliation in our service to the community.

Councillor Hoffe left Council Chambers due to potential conflict of interest at 5:07 p.m.

Bondar Extension

The Committee discussed the request from McCurdy Enterprises Limited to extend the deadline for entering into a Development Agreement for the Bondar Extension project. The original deadline of October 31, 2024, was requested to be extended to October 31, 2025, due to significant internal changes within the company.

The Committee acknowledged that these changes could have a potential impact on the project's timeline but noted that the extension would provide the necessary time for McCurdy Enterprises to restructure and move forward effectively.

Motion #24-180

Bondar Extension

Moved by Deputy Mayor Ford and seconded by Councillor Handcock that the extension be granted, extending the deadline for entering into the Development Agreement to October 31, 2025, with all other terms of conditions of the Global Settlement Agreement dated November 15, 2021 remaining in effect.

In Favour: 6 Opposing: 0

Decision: Motion carried.

Councillor Hoffe returned to Council Chambers at 5:08 p.m.

121 Roe Avenue – Non-Compliance

During the meeting, the Committee reviewed the ongoing issue of non-compliance concerning the property located at 121 Roe Avenue. The Town of Gander has completed several site inspections, during which multiple concerns were identified. Following these visits, the property owner was issued a formal directive letter outlining the steps required to bring the property into compliance with local regulations, specifically regarding property maintenance and cleanliness. Despite this, the owner has not complied by the established deadline.

The Committee recommends, and I move, that a maintenance order under section 404(1)(l) of *the Municipalities Act, 1999*, and sections 34(1), 34(2), and section 35 under the *Occupancy and Maintenance Regulations* be issued to the property owner of 121 Roe Avenue.

Motion #24-181

121 Roe Avenue – Non-Compliance

Moved by Deputy Mayor Ford and seconded by Councillor Woodford that a maintenance order be issued to the property owner of 121 Roe Avenue.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Fire Chief Retirement

The Committee discussed the upcoming retirement of the Director of Public Safety and Protective Services/Fire Chief, Harold Lowe. The Committee expressed its gratitude for the Fire Chief's many years of dedicated service and leadership in ensuring the safety of the community. Plans for the recruitment process will be outlined in the coming weeks, with the aim of ensuring a smooth transition in leadership for the Fire Department. Further updates will be provided as the search for a replacement progresses.

CAO

Council was presented with a letter of resignation from Dermot Chafe, who has been employed by the Town Council of the Town of Gander (the "Council") as Chief Administrative Officer ("CAO") since August 19, 2013. Mr. Chafe has retired as CAO with the Town and waives his rights under section 68 of the Act in exchange for a resignation package. Council wishes to thank Mr. Chafe for his long service and dedication to the town.

Motion #24-182**CAO**

Moved by Deputy Mayor Ford and seconded by Councillor Woodford that Council accepts the resignation of Mr. Chafe as CAO, effective date September 5, 2024, and approve the resignation package and all other entitlements as agreed.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Council also discussed an interim leadership arrangement following the resignation of Dermot Chafe, Chief Administrative Officer. It is proposed that Brad Hefford, Town Clerk/Director of Governance and Legislative Services and James Blackwood, Director of Planning and Public Works be appointed as co-CAO's during this period while Council administers a permanent recruitment process. Both Mr. Hefford and Mr. Blackwood are expected to share responsibilities to ensure continuity of operations within the Town of Gander.

Motion #24-183**CAO – Interim Leadership**

Moved by Deputy Mayor Ford and seconded by Councillor Handcock that Brad Hefford be appointed as co-Chief Administrative Officer (Internal Operations) and James Blackwood be appointed as co-Chief Administrative Officer (External Operations) for the Town of Gander, retroactively effective to August 20, 2024, on an interim basis until a permanent CAO is appointed.

In Favour: 7 Opposing: 0

Decision: Motion carried.

H. Other Reports**8. ADMINISTRATION****9. CORRESPONDENCE****10. NEW BUSINESS****Development Regulations Amendment # 9, 2024**

As requested by Council, the proposed Development Regulations Amendment # 9, 2024 is now ready for adoption.

This amendment proposes changes to the Town of Gander Development Regulations 2019-2029 which will remove the maximum height restriction of 15.0 metres for apartment buildings in the following zones:

Residential Medium Density, Residential High Density-1, Residential High Density-2, Town Centre, Commercial General and Commercial Local.

and

to remove the maximum height restriction of 15.0 metres for non-residential buildings in the following zones:

Rural Residential, Town Centre, Commercial General, Commercial Shopping Centre, Commercial Highway, Commercial Local, Commercial Light Industrial, Industrial General and Public Institutional.

The maximum height standard will be replaced with: “No maximum, subject to airport height limitations”

Council undertook the following public consultation initiatives to give Gander individuals and groups an opportunity to provide input.

- Advertisements were placed on the Town of Gander website, Facebook, Twitter, local television, and local radio stations for a period of two weeks, indicating Council’s intention to amend the Development Regulations and inviting comments and representation.
- A Public Briefing session was held in the Council Chambers at the Town Hall on September 24, 2024, commencing at 2:00 p.m. There were no attendees.

I move that the proposed Development Regulations Amendment # 9, 2024 be adopted under Section 16(i) of the Rural and Urban Planning Act.

Motion #24-184

Development Regulations Amendment # 9, 2024

Moved by Councillor Handcock and seconded by Councillor White that the proposed Development Regulations Amendment # 9, 2024 be adopted under Section 16(i) of the Rural and Urban Planning Act.

In Favour: 7 Opposing: 0

Decision: Motion carried.

Eastgate Neighborhood Park

As part of the 2024 budget process Council allocated funds to construct a Neighborhood Park in Eastgate Subdivision on land transferred to the Town by the land developer. This project is being funded through the 2020-2023 Multi Year Capital Works funding agreement with the original estimated cost of completion at \$236,500. To date \$155,065 has been spent on the supply and installation of playground structures. The remaining work to complete the park including but not limited to off street parking, grassed landscaping, pea stone around the play structures, asphalt walkway and asphalt playing surface was tendered through the Provincial Tendering portal. One bid was received from Springdale Forest Resources in the amount of \$181,719.55 HST inclusive.

While the overall project exceeds the Multi-Year Capital Works approved allocation, Council has agreed to undertake the expenditure and fund the \$91,919.50 from the 2024 Town of Gander Capital Program savings which is funded 100% by the Town of Gander.

Motion #24-185

Eastgate Neighborhood Park

Moved by Councillor Handcock and seconded by Councillor White to award tender # 15599 “Brigg’s Street Neighborhood Park” to Springdale Forest Resources Incorporated in the amount of \$181,719.55 HST included.

In Favor: 7 Opposing: 0

Decision: Motion carried.

11. ADJOURNMENT

Motion #24-186

Adjournment

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

In Favor: 7 Opposing: 0

Decision: Motion carried.

The meeting was adjourned at 5:26 p.m.

P. Farwell, Mayor

B. Hefford, Town Clerk

SHORT TERM RENTALS
Proposed changes to Town of Gander Development Regulations

Add to Definitions:

“SHORT TERM RENTAL means a dwelling unit, which is used for temporary accommodation rental (for compensation) to the travelling and vacationing public, but does not include a bed and breakfast establishment”. Maximum stays of 30 days or less.

Insert **Short Term Rental** in Permitted Uses of all Residential Use Zone Tables and all non-residential Use Zone Tables currently permitting any type of residential use.

Add to Section 5.0, Specific Use Regulations:

5.4(2) Short Term Rental

Where permitted by Council, short term rentals shall be subject to the following conditions:

- (a) It may operate in a dwelling unit in all Residential zones.*
- (b) It will not detract from the residential character of the neighbourhood in terms of scale or exterior design.*
- (c) It will be rented as a single unit only, and not with different guest rooms rented to different customers.*
- (d) At no time shall the total number of short term rental exceed 2% of the total number of dwelling units in the Town of Gander. And, at no time shall the total number of short term rentals exceed 10% of the total number of dwelling units on any individual street.*
- (e) If the applicant is not the property owner, a letter from the property owner authorizing the short term rental must be submitted with the application.*
- (f) Subject to building inspection by the Town of Gander and fire inspection by the Town of Gander and/or fire commissioner.*
- (g) All grounds and buildings shall be kept in a safe and well-maintained condition.*
- (h) No visitor short term rental will be permitted to operate unless all development (occupancy, building, etc) permits have been obtained from Council.*
- (i) The facility must be registered in accordance with the provincial Tourist Accommodations Act and will require Service NL approval.*

Add to Appendix A – Classifications:

| | |
|--------------------------|--|
| <i>Short Term Rental</i> | <i>Short Term Rental, Visitor Rental Dwellings, Tourist Homes, airbnbs, etc.</i> |
|--------------------------|--|

Add to Appendix B – Parking Requirements:

Short Term Rental


2 or 1/100m2 of floor area, whichever is greater.

DRAFT #4



FUTURE LAND USE - MAP #2
Town of Gander Municipal Plan Amendment #3, 2023
Scale 1 : 3000

TOWN OF GANDER
TOWN OF GANDER MUNICIPAL PLAN
 Municipal Plan Amendment #3, 2023

 Open Space (OS) to Residential (RES)

Scale 1 : 3000

Dated at Gander, Newfoundland and Labrador

This , day of , 2024

 Mayor

 Town Clerk

CANADIAN INSTITUTE OF PLANNERS
 CERTIFICATION


I certify that the attached Municipal Plan Amendment No. 3, 2023 has been prepared in accordance with the requirements of the Urban and Rural Planning Act, 2000.

MCIP: _____



LAND USE ZONING - MAP #2
Town of Gander Development Regulations Amendment #4, 2023
Scale 1 : 3000

TOWN OF GANDER
TOWN OF GANDER DEVELOPMENT
REGULATIONS
 Development Regulations Amendment #4, 2023

 Open Space (OS) to Residential High Density-2 (RHD-2)
 Open Space (OS) to Residential Medium Density (RMD)

Scale 1 : 3000

Dated at Gander, Newfoundland and Labrador

This _____, day of _____, 2024

 Mayor

 Town Clerk

CANADIAN INSTITUTE OF PLANNERS
 CERTIFICATION

I certify that the attached Development Regulations Amendment No. 4, 2023 has been prepared in accordance with the requirements of the Urban and Rural Planning Act, 2000.

MCIP: _____

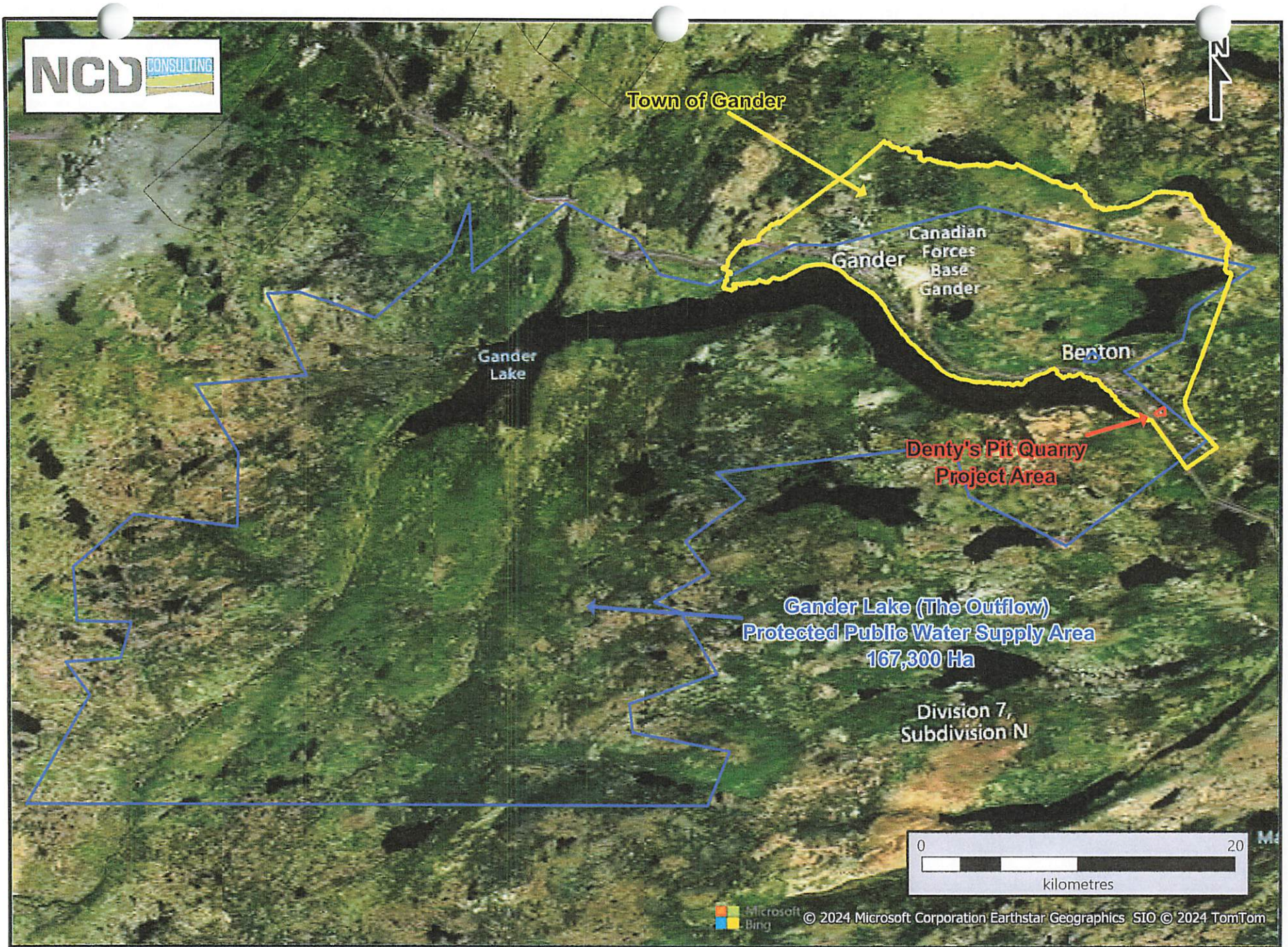


Figure 1: Denty's Pit Project Location Map

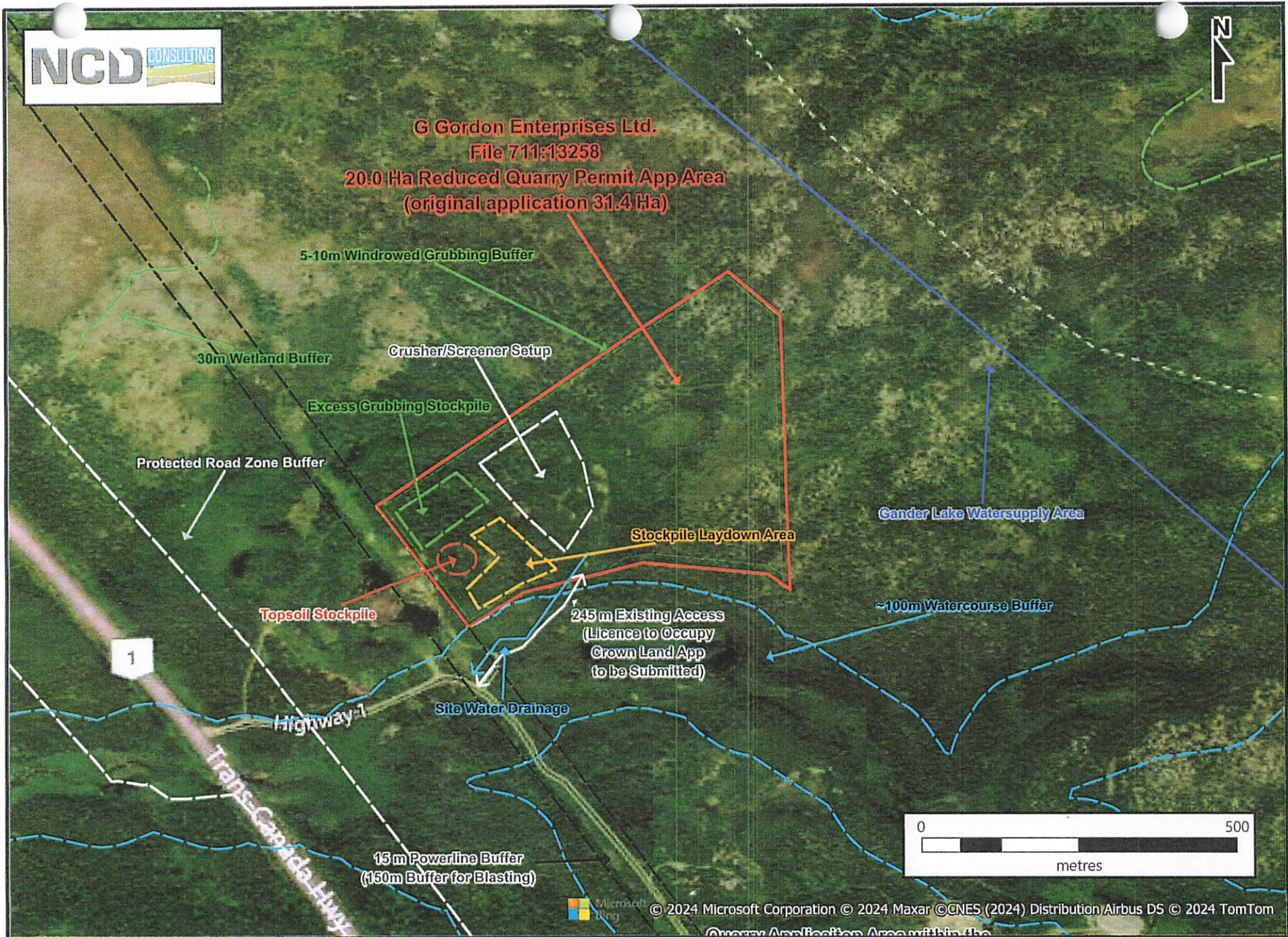


Figure 2: Denty's Pit Location Map (rev. Sept. 9, 2024)

From: [Coombs, Deanna](#)
To: [Info](#)
Subject: Ultimate Recipient CCBF Agreement 2024-2034
Date: September 16, 2024 11:04:24 AM
Attachments: [Gander.pdf](#)

| | | | |
|-----------------------|---|--------|---|
| RECEIVED | | | |
| Town of Gander | | | |
| Date: Sept. 16, 2024 | | | |
| C | X | CAO | X |
| Corp S | X | Comm S | |
| PPW | | GLS | |
| PSPS | | ED | |
| Other: | | | |

Some people who received this message don't often get email from deannacoombs@nl.ca. [Click here](#) if you think this is important.

Ultimate Recipient Canada Community-Building Fund Administration Agreement 2024-2034

I am pleased to provide you with a copy of the *Ultimate Recipient Canada Community-Building Fund Agreement 2024-2034* (the Agreement) for your consideration and signature. The primary purpose of the Agreement is to outline the roles and responsibilities of the Ultimate Recipients and the Government of Newfoundland and Labrador and to confirm your total allocation for 2024 to 2029. The second five years of funding (2029 to 2034) will be determined based on the 2026 census.

I ask that you review and sign the attached copy of the Agreement, in the space indicated and return it, along with a resolution approving the Agreement, **no later than September 30, 2024**, either by:

Mail: Canada Community-Building Fund Secretariat
Department of Municipal and Provincial Affairs,
P.O. Box 8700,
St. John's NL A1B 4J6.

Email: CCBF@gov.nl.ca

Fax: 1-709-729-3605

If the town chooses not to avail of this CCBF funding, please return the Agreement unsigned with a resolution indicating the refusal of CCBF funds.

Please note that the Canada Community-Building Fund Secretariat must be in receipt of your signed Agreement and the supporting resolution before new funding can be accessed.

Should you have any questions or concerns regarding this Agreement, please contact us at 1-877-729-4393 or by email: CCBF@gov.nl.ca.

The Department of Municipal and Provincial Affairs is committed to working with CCBF recipients to fulfill the economic goals of the CCBF Program by supporting long term planning and municipal infrastructure in Newfoundland and Labrador. We look forward to receiving your signed agreement.

Sincerely,

Deann Spurrell
Manager of CCBF

Disclaimer: This email may contain confidential and/or privileged information intended only for the individual(s) addressed in the message. If you are not the intended recipient, any other distribution, copying, or disclosure is prohibited. If you have received this email in error, please notify me immediately and delete the original message. Any correspondence with employees or elected officials of the Town of Gander may be subject to disclosure under the provisions of the Access to Information and Protection of Privacy Act, 2015, S.N.L. 2015, c.A-1.2.

Ultimate Recipient Canada Community-Building Fund Administrative Agreement 2024-2034

This Ultimate Recipient Canada Community-Building Fund Administrative Agreement made as of _____, 2024

BETWEEN:

HIS MAJESTY THE KING, in right of the Province of Newfoundland and Labrador, as represented by the Minister of Municipal and Provincial Affairs (the "Province")

OF THE FIRST PART

- And -

Town of Gander, in the Province of Newfoundland & Labrador (the "Ultimate Recipient")

OF THE SECOND PART

WHEREAS Canada and the Province have signed the Canada – Newfoundland and Labrador Administrative Agreement on the Canada Community-Building Fund July 26, 2024; and

WHEREAS the Province agrees to transfer to the Ultimate Recipient a portion of federal Canada Community-Building Fund revenues received to be used for eligible costs on eligible projects as outlined in Schedule B of the Canada-Newfoundland and Labrador Administrative Agreement on the Canada Community-Building Fund based on the terms and conditions contained herein; and

WHEREAS the Province and the Ultimate Recipient have signed previous Agreements;

WHEREAS the Province agrees to provide such funds, to the Ultimate Recipient subject to the receipt of funds from the Government of Canada; and

WHEREAS the Ultimate Recipient agrees to accept these funds based upon the terms and conditions contained herein;

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter specified, the Parties agree as follows:

1. INTERPRETATION

1.1. Definitions

"Asset Management" is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

"Canada Community-Building Fund" (CCBF) means the program established under section 161 of the *Keeping Canada's Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

"Capital Investment Plan" (CIP) means a project application in a format acceptable to Newfoundland and Labrador supported through a resolution of the council of a Local Government.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration and in compliance with the Newfoundland and Labrador *Public Procurement Act*.

“Eligible Expenditures” means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

“Eligible Projects” means projects as described in Schedule B (Eligible Project Categories).

“Gender Based Analysis Plus” (GBA Plus or GBA+) is an analytical process that provides a rigorous method for the assessment of systemic inequalities, as well to assess how diverse groups of women, men, and gender diverse people may experience policies, programs, and initiatives. The “plus” in GBA Plus acknowledges that GBA Plus is not just about differences between biological (sexes) and socio-cultural (genders). GBA Plus considers many other identity factors such as race, ethnicity, religion, age, and mental or physical disability, and how the interaction between these factors influences the way we might experience government policies and initiatives. Conducting a GBA Plus analysis involves considering all intersecting identity factors as part of GBA Plus, not only sex and gender. GBA+ is a priority for the Government of Canada.

“Housing Needs Assessment” means a report informed by data and research describing the current and future housing needs of a municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

“Infrastructure” means municipal or regional, publicly, or privately owned tangible capital assets in Newfoundland and Labrador primarily for public use or benefit.

“Local Government” means a city, town, local service district or region pursuant to the *Municipalities Act*, 1999, R.S.N.L. 1999, c. M-24 or any successor legislation; the City of St. John's pursuant to the *City of St. John's Act*, R.S.N.L. 1990, c. C-17; the City of Corner Brook pursuant to the *City of Corner Brook Act*, R.S.N.L. 1990 c.C-15; the City of Mount Pearl pursuant to the *City of Mount Pearl Act*, R.S.N.L. 1990, c.C-16; a Regional Service Board pursuant to the *Regional Service Boards Act*, 2012 SNL2012 and an Inuit Community Government established in respect of an Inuit Community under the Labrador Inuit Constitution pursuant to subsection 17.3.3(b) of the Labrador Inuit Land Claims Agreement.

“Municipal Allocation” means the portion of any CCBF funding that is allocated among Ultimate Recipients based on the funding formula included in Section 1 of Annex B, Terms and Conditions of the Canada-Newfoundland Administrative Agreement on the Canada Community-Building Fund.

“Previous Agreements” means any agreements between Newfoundland and Labrador and the Ultimate Recipient for the purpose of administering the Gas Tax Fund or Canada Community-Building Fund.

“Statement of Priorities” means an annual letter from Canada to Newfoundland and Labrador outlining agreed upon housing actions by Newfoundland and Labrador required for any CCBF funding to flow for a given year.

“Third Party” means any person or legal entity, other than Canada, Newfoundland and Labrador or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

“Ultimate Recipient” means:

- i.) a Local Government or its agent (including its wholly owned corporation);
- ii.) a non-municipal entity, including Indigenous recipients, non-governmental and not-for-profit organizations, on the condition that (a) the Local Government(s) has (have) indicated support for the project through a formal resolution of its (their) council(s) or board(s);
- iii.) Newfoundland and Labrador entities in the form of departments, corporations, and agencies where they provide core municipal services in municipalities; and in the unincorporated areas of Newfoundland and Labrador. For greater clarity, providing core municipal services includes the provision of Infrastructure and capacity building projects.

“Ultimate Recipient Audited Annual Expenditure Report” means a report prepared by the Ultimate Recipient in the format prescribed by the Province which includes financial, project, outcome information and housing reporting outlined in Schedule D and G and information on the progress of capital asset management plans.

“Ultimate Recipient Canada Community-Building Fund Administrative Agreement” means the agreement between Newfoundland and Labrador and the Ultimate Recipient which outlines the terms and conditions of the receipt of Canada Community-Building funds and the Annexes and Schedules attached hereto. (Agreement)

“Ultimate Recipient Housing Report” means the duly completed housing report to be prepared by selected Ultimate Recipients as described in Schedule G.

“Ultimate Recipient Outcomes Report” means the progress report to be delivered annually by the Ultimate Recipient to the Province and made available to the public, which reports on how CCBF investments (projects) are supporting progress towards achieving the program benefits, more specifically described in Schedule D.

“Unspent Funds” means funds (as defined by Previous Agreements) that have not been spent towards an Eligible Project (as defined under the Previous Agreements) in accordance with Previous Agreements prior to the effective date of this Agreement.

1.2 Entire Agreement

This Agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which the Parties may have made either orally or in writing prior to the date hereof, and all of which will become null and void from the date this Agreement is signed.

1.3 Schedules

The following schedules are attached to form part of this Agreement:

- Schedule A - Ultimate Recipient Requirements**
- Schedule B - Eligible Project Categories**
- Schedule C - Eligible and Ineligible Expenditures**
- Schedule D - Program Reporting**
- Schedule E - Communications Protocol**
- Schedule F - Asset Management**
- Schedule G - Housing Report**
- Schedule H - Funds Allocated**

2. Purpose

This Agreement sets out the roles and responsibilities of the Province and the Ultimate Recipient for the administration of the Canada Community-Building Fund (CCBF).

3. Access and Use of Funds

- 3.1 Allocations in Schedule H of this Agreement will be paid out in accordance with the time frames set out in Schedule H up to the maximum of CCBF approved projects, subject to compliance:
 - 3.1.1 Ultimate Recipients will submit a Capital Investment Plan, resolution of council and detailed cost estimate for each project.
 - 3.1.2 The Province will review and consider Capital Investment Plans and will confirm the eligibility.
 - 3.1.3 Ultimate Recipients will submit annually an audited expenditure report.
- 3.2 Any CCBF funding that may be received by the Province from Canada may be withheld by the Province until such time as Ultimate Recipients address and correct, to the satisfaction of the Province, matters of non-compliance.
- 3.3 If during the term of this Agreement an Ultimate Recipient ceases to be a Local Government, or the Ultimate Recipient fails to resolve non-compliance issues to the satisfaction of the Province, after a three-year period, the Ultimate Recipient will return any funds to the Province.
- 3.4 Any CCBF funding that may be transferred by the Province to the Ultimate Recipient will be treated as federal funds with respect to other federal infrastructure programs.

4. RESPONSIBILITIES

4.1. Provincial Responsibilities

The Province agrees to provide funds to the Ultimate Recipient over the term of this Agreement in accordance with Schedule H, subject to the following:

- (a) receipt of funds from the Government of Canada as agreed to in the Canada-Newfoundland and Labrador Administrative Agreement on the Canada Community-Building Fund;
- (b) execution of this Agreement by the Parties;
- (c) there being no impediments that will prevent the Ultimate Recipient from spending the funds on eligible costs of eligible projects; and
- (d) Ultimate Recipient compliance with all terms and conditions of this Agreement.

4.2. Flow of Funds

- a) The Province agrees to pay each Ultimate Recipient its 2024-2029 allocations as detailed in Schedule H of this Agreement, in two payments per year once the Province receives payment of the funds from Canada, subject to all conditions of this Agreement being met by the Ultimate Recipient, satisfactory to the Province.
- b) The Province agrees to upon signing, make available to the Ultimate Recipient any CCBF funding allocated to the Ultimate Recipient under Previous Agreements and not paid out as detailed in Schedule H of this Agreement. These funds are subject to the terms and conditions of this Agreement.

4.3. Ultimate Recipient Responsibilities

The Ultimate Recipient agrees that it will:

- (a) comply with the terms of this Ultimate Recipient Canada Community-Building Fund Administrative Agreement and the requirements in Schedule A;

5. PLANNING, REPORTING AND AUDITS

5.1. Capital Investment Plan

5.1.1 A Capital Investment Plan supported by a resolution of council and a detailed cost estimate shall be prepared with respect to the use of funds, which includes the following information;

- a summary description of the Eligible Project for which the Ultimate Recipient intends to use funds;
- the infrastructure investment category of the Eligible Project;
- a description of how the project will help achieve the following outcomes:
 - Beneficial impacts on communities of completed Eligible Projects;
 - Enhanced impact of CCBF as a predictable source of funding including incrementality; and
 - Progress made on improving Local Government planning and asset management

5.2. Reporting and Audits

5.2.1. The Ultimate Recipient will, at its cost:

- (a) prepare and deliver to the Province annually its Annual Audited Expenditure Report including a certification by the Ultimate Recipient that it has complied with this Agreement and confirming the Ultimate Recipient Auditor's concurrence. The Ultimate Recipient Annual Audited Expenditure Report will be completed in accordance with Schedule D.
- (b) prepare and deliver to the Province, annually, an Ultimate Recipient Outcomes Report in accordance with Schedule D;
- (c) prepare and deliver to the Province, annually, a Progress Report on Asset Management in accordance with Schedule D and F;

- (d) prepare and deliver to the Province, annually, a Ultimate Recipient Housing Report in accordance with Schedule G;
- (e) complete at its cost and provide to the Province or Canada, an audit of any one or more Eligible Projects, if requested; and
- (f) share with the Province or Canada the results of any compliance or performance audit that it may carry out beyond the Audit Report that examines the use of funds to a specific extent.

5.2.2. The Province or Canada may incorporate all or any part or parts of the said reports into any report that they may prepare for their own purposes, including any reports that may be made public.

6. ENFORCEMENT

6.1. The Parties agree that the Province can enforce this Agreement if the Ultimate Recipient does not comply with the terms and conditions of this Agreement and the methods of enforcement may include withholding of payment, requiring the return of payment, or non-renewal of this Agreement. The Ultimate Recipient will cooperate with any request made pursuant to this clause, within the time provided in the request, and any amount owed to the Province under this Agreement will constitute a debt due to the Province, which the Ultimate Recipient will reimburse forthwith, on demand, to the Province.

6.2. The rights, remedies and privileges of the Province under this Agreement are cumulative and any one or more may be exercised.

7. GENERAL

7.1. In the event this Agreement is not renewed, any CCBF funding and Unspent Funds, and any interest earned thereon held by the Ultimate Recipient, that have not been expended on eligible projects as of March 31 2034 will nevertheless continue to be subject to this Agreement until such time as may be determined by Canada and Newfoundland and Labrador.

7.2 This Agreement will be reviewed by the Province March 31, 2027 and may be amended to incorporate changes, if any, agreed to by the Province and the Ultimate Recipient.

7.3. Either party may terminate this Agreement on two (2) years written notice.

7.4. This Agreement is binding upon the Parties and their successors.

7.5. The Parties agree that the laws of the Province of Newfoundland and Labrador will govern this Agreement and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

7.6. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the Party to whom it is addressed if personally delivered, sent by prepaid registered mail, or sent by facsimile transmission.

Any Notice to the Province Must be sent to:

Canada Community-Building Fund Secretariat
Department of Municipal and Provincial Affairs
4th Floor West Block, Confederation Building
P.O. Box 8700
St. John's NL A1B 4J6
Fax: 729-3605

Any Notice to The Ultimate Recipient Must be sent to:

or to such other addresses as either Party may furnish in writing to the other from time to time.

8. MISCELLANEOUS

8.1. Binding Obligations

Each Party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation in accordance with the terms and conditions of the Agreement.

8.2. Precedence

In the event of a conflict, the part of this Agreement that precedes the signatures of the Parties will take precedence over the Schedules. In the event of a conflict between this Agreement and the Canada-Newfoundland and Labrador Administrative Agreement on the Canada Community-Building Fund, the latter shall prevail.

8.3. Amendments to the Ultimate Recipient Canada Community-Building Fund Agreement

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

8.4. Indemnity

The Ultimate Recipient agrees at all times to indemnify and save harmless the Province and Canada including their officers, servants, employees or agents, from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- a) All Eligible Projects;
- b) The performance of this Agreement or the breach of any term or condition of this Agreement by the Province, its officers, employees, and agents, or by a third party, its officers, employees, or agents;
- c) The performance of an Agreement or the breach of any term or condition of an Agreement by an Ultimate Recipient, its officers, employees, and agents, or by a third party, its officers, employees, or agents;
- d) The design, construction, operation, maintenance, and repair of any part of an Eligible Project; and
- e) Any omission or other wilful or negligent act of the Province or an Ultimate Recipient or third party and their respective employees, officers, or agents; except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the act or negligence of an officer, employee, or agent of the Province or Canada in the performance of his or her duties.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

HIS MAJESTY THE KING

In right of the Province of Newfoundland and Labrador as
Represented by the Minister of Municipal and Provincial Affairs
Honourable Dr. John Haggie

Date: _____

In Right of the Ultimate Recipient of: _____
As Represented by the Mayor {or Angajukkak}

Date: _____

SCHEDULE A - Ultimate Recipient Requirements

Ultimate Recipients will be required to:

1. Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Comply with all Ultimate Recipient requirements outlined in Schedule D (Program Reporting), Schedule E (Communications Protocol) and Schedule G (Housing Reporting).
3. Continue to develop and/or implement asset management for the assets under their control and make use of these plans to inform community infrastructure decision-making.
4. Invest, in a distinct account, CCBF funding it receives from the Province in advance of it paying Eligible Expenditures.
5. With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Newfoundland and Labrador *Public Procurement Act*, the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
6. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
7. Allow Canada reasonable and timely access to all its documentation, records, and accounts and those of their respective agents or Third Parties related to the use of CCBF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Administrative Agreement.
8. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada. Keep proper and accurate accounts and records relevant to the CCBF program for a period of at least six (6) years after the termination of this Administrative Agreement.
9. Ensure their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Ultimate Recipient, or between Canada and a Third Party.
10. Ensure that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee, or agent of Canada.
11. Ensure that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada applies will derive direct benefit from CCBF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
12. Ensure that they will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to CCBF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.
13. Provide to Newfoundland and Labrador the required applications, forms, plans, and reports or other documentation, in a format acceptable to Newfoundland and Labrador, including outstanding reports committed to under previous agreements.
14. Submit a Capital Investment Plan to Newfoundland and Labrador for proposed Eligible Projects

within the same calendar year that construction is initiated, or purchases have been made.

15. Submit to Newfoundland and Labrador an Ultimate Recipient audited annual expenditure report in a format prescribed by Newfoundland and Labrador on or before the date determined by Newfoundland and Labrador.
16. Submit to Newfoundland and Labrador an Ultimate Recipient Housing Report, annually, in a format prescribed by Newfoundland and Labrador on or before the date to be determined by Newfoundland and Labrador, that includes the information necessary to meet the housing reporting requirements as outlined in Schedule G, if the Local Government has 2021 census population of 30,000 or more.
17. Submit to Newfoundland and Labrador an Ultimate Recipient Housing Report, annually, in a format prescribed by Newfoundland and Labrador on or before the date to be determined by Newfoundland and Labrador, that includes the information necessary to meet the housing reporting requirements as outlined in Schedule G if the community has undertaken or completed a CCBF project with housing outcomes within the reporting year.
18. Submit to Newfoundland and Labrador a Housing Needs Assessment if one has already been completed.
19. Complete, publish on its website and send the link to Newfoundland and Labrador by March 31, 2025, all communities with a 2021 Census population of 30,000 or more, a Housing Needs Assessment prepared in accordance with guidance provided by Canada. Ultimate Recipients that have completed Housing Needs Assessments after April 1, 2019 may submit their existing Housing Needs Assessment if it complies with the requirements for Housing Needs Assessments provided by Canada.
20. Required to take action to meet the requirements of the Statement of Priorities where necessary as determined by Newfoundland and Labrador.
21. Where it chooses to invest any CCBF funding Ultimate Recipients may receive, invest in accordance with the Newfoundland and Labrador Municipalities Act, 1999, R.S.N.L. 1999, c. M-24; the City of St. John's Act, R.S.N.L. 1990, c. C-17; the City of Corner Brook Act, R.S.N.L. 1990 c.C-15; the City of Mount Pearl Act, R.S.N.L. 1990, c.C-16; the Regional Service Boards Act, 2012 SNL2012, or any other applicable legislation or regulation.
22. Complete Eligible Projects in accordance with Newfoundland and Labrador's *Municipalities Act, 1999*, as amended, or any successor legislation. These projects must be completed using the latest revision of the Municipal Water, Sewer and Road Specifications as published by Newfoundland and Labrador, Department of Transportation and Infrastructure.
23. Submit an eligible Capital Investment Plan within a rolling three-year period. Any Ultimate Recipient that does not submit an eligible Capital Investment Plan within a three-year rolling term may have its current allocation, unspent funds, and future allocations, reallocated at Newfoundland and Labrador's discretion, to Municipal Allocations or the Provincial Targeted Infrastructure Fund. The rolling three-year period will begin no earlier than April 1, 2024. Impacted Ultimate Recipients, prior to April 1, 2029, may be reconsidered for allocations beginning April 1, 2029. Impacted Ultimate Recipients after April 1, 2029, may be reconsidered for allocations beginning April 1, 2034.
24. Ensure compliance with all CCBF programming requirements, terms, and conditions. Any Ultimate Recipient that has been deemed to be non-compliant by Newfoundland and Labrador for a continuous three-year period may have its current allocation, unspent funds, and future allocations reallocated at Newfoundland and Labrador's discretion, to Municipal Allocations or the Provincial Targeted Infrastructure fund. The three-year period will begin no earlier than April 1, 2024. Impacted ultimate recipients, prior to April 1, 2029, may be reconsidered for allocations beginning April 1, 2029. Impacted ultimate recipients after April 1, 2029, may be reconsidered for allocations beginning April 1, 2034.

25. Agree that any CCBF funding received will be treated as federal funds for the purpose of other federal infrastructure programs.
26. Be responsible for the management of all funds received, disbursements made and the completion of approved CCBF projects.
27. Ultimate Recipients will inform the Province of any proposed project changes, including cancellations, of any eligible projects that received CCBF funding.
28. CCBF funding can only be spent by Ultimate Recipients on projects approved by the Canada Community-Building Fund Secretariat.
29. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Administrative Agreement, will extend beyond such expiration or termination.

SCHEDULE B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal, or material enhancement in each of the following categories (as defined in the current program terms and conditions):

1. Local roads and bridges – roads, bridges, and active transportation infrastructure
2. Highways – highway infrastructure
3. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean
4. Short-line rail – railway related infrastructure for carriage of passengers or freight
5. Regional and local airports – airport-related infrastructure (excludes the National Airport System)
6. Broadband connectivity – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities
7. Public transit – infrastructure which supports a shared passenger transport system which is available for public use
8. Drinking water – infrastructure that supports drinking water conservation, collection, treatment, and distribution systems
9. Wastewater – infrastructure that supports wastewater and storm water collection, treatment, and management systems
10. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials, and garbage
11. Community energy systems – infrastructure that generates or increases the efficient usage of energy
12. Brownfield Redevelopment - remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other category under the Canada Community-Building Fund, and/or;
 - the construction of municipal use public parks and publicly-owned social housing.
13. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams)
14. Recreational Infrastructure – recreational facilities or networks
15. Cultural Infrastructure – infrastructure that supports arts, humanities, and heritage
16. Tourism Infrastructure – infrastructure that attract travelers for recreation, leisure, business, or other purposes
17. Resilience – built and natural infrastructure assets and systems that protect and strengthen the resilience of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.
18. Capacity building - includes investments related to strengthening the ability of municipalities to

develop long-term planning practices including: capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans, related to strengthening the ability of recipients to develop long-term planning practices.

19. Fire Halls – fire halls and fire station infrastructure.

Note 1: Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible.

Note 2: Municipalities including cities in Newfoundland and Labrador are not permitted to acquire airports, to give finances to airports or to give financing undertakings to bodies which may acquire airports.

SCHEDULE C - Eligible and Ineligible Expenditures

1. Eligible Expenditures

1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:

- a) the expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset;
- b) the expenditures associated with completing maintenance on tangible capital assets to ensure that these assets achieve the full length of the planned asset life;
- c) for capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, and/or asset management plans. The expenditures could include developing and implementing:
 - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
 - i. studies, strategies, or systems related to housing or land use, including Housing Needs Assessments; and
 - ii. training directly related to asset management planning, housing planning (including land use planning as it pertains to increasing the supply of housing).
- d) the expenditures directly associated with joint federal communication activities and with federal project signage.

1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:

- a) the Ultimate Recipient can demonstrate that it is not economically feasible to tender a Contract;
- b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the Contract; and,
- c) the arrangement is approved in advance and in writing by Newfoundland and Labrador.

1.3 Interest earned on CCBF funds will only be applied to eligible expenditures for eligible projects more specifically on the basis set out in Schedule B and C.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
 - i. highways;
 - ii. regional and local airports;
 - iii. short-line rail;
 - iv. short-sea shipping;
 - v. disaster mitigation;
 - vi. broadband connectivity;
 - vii. brownfield redevelopment;
 - viii. cultural infrastructure;
 - ix. tourism infrastructure;
 - x. sport infrastructure; and
 - xi. recreational infrastructure.
- c) project expenditures incurred before April 1, 2021 for the following investment category:

1- fire halls

- d) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- e) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- f) purchase of land or any interest therein, and related costs;
- g) legal fees;
- h) routine repair or preventative maintenance costs not designed to ensure that an asset reaches its planned life; and
- i) costs associated with healthcare infrastructure or assets.

SCHEDULE D - Program Reporting

Reporting requirements under the Agreement consists of an Ultimate Recipient Audited Annual Expenditure Report which includes an Outcomes Report, a progress report on Asset Management and Housing Report which will be submitted to the Province for review and acceptance. The reporting year is January 1 to December 31.

1. Ultimate Recipient Audited Annual Expenditure Report

Annually, the Ultimate Recipient will provide to the Province an Ultimate Recipient Annual Report in a format deemed acceptable by the Province. The Province will provide the required template each year. This report will consist of:

- a) A financial table accounting for the Canada Community-Building Fund funds spent and Canada Community-Building Fund funds held by the Ultimate Recipient;
- b) A project list detailing the expenditures against each approved project; and
- c) A paragraph in the Audit Report commenting on the accuracy of the financial information and the compliance with the Agreement;
- d) A listing by project of all sources of funding spent on each project; and
- e) A certification signed by the Mayor or Deputy Mayor.

2. Ultimate Recipient Outcomes Report

The Outcomes Report shall outline, in a manner to be provided by the Province, the degree to which investments in each completed project are supporting progress towards achieving the following program benefits:

- a) Beneficial impacts on communities of completed Eligible Projects, supported by specific outcomes examples in communities;
- b) Enhanced impact of CCBF as a predictable source of funding; and
- c) Progress made on improving Local Government planning and asset management, including development or update of Housing Needs Assessments as required.

3. Asset Management - Progress Report

Annually and in a manner to be determined by the Province, Ultimate Recipients will continue to develop and/or implement an Asset Management Plan culture and methodology throughout the term of this Administrative Agreement, with the goal of having asset management plans in place for all Ultimate Recipients.

4. Ultimate Recipient Housing Report

Annually and in a manner to be determined by the Province, Ultimate Recipients, with a 2021 census population of 30,000 or more, or with a completed Housing Needs Assessment, will provide to the Province a report on housing as outlined in Schedule G.

SCHEDULE E- Communications Protocol

1. Purpose

- 1.1 The Communications Protocol applies to all communications activities related to any CCBF funding, including annual allocations and the identification and communication of projects under this Administrative Agreement. Communications activities may include but are not limited to: public or media events, news releases, reports, digital and social media products, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.
- 1.2 Through collaboration, Canada and Newfoundland and Labrador and Ultimate Recipients agree to work to ensure consistency in the communications activities meant for the public. This will include the importance of managing the delivery of communications activities based on the principle of transparent and open discussion.
- 1.3 Failure by Newfoundland and Labrador or its Ultimate Recipient to adhere to this communication protocol may affect the timing and flow of any CCBF funding for non-compliant Ultimate Recipients that may be transferred by Canada.

2. Inform Canada on allocation and intended use of CCBF funding for communications planning purposes

2.1 The Ultimate Recipient agrees to provide to Newfoundland and Labrador upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada and Newfoundland and Labrador will each agree, in this joint communications approach, on the date this information will be provided. In this agreement the information will include, at a minimum:

- Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; expected project outcomes including housing (if applicable); federal contribution; anticipated start date; anticipated end date; and a status indicator: not started, in progress, completed.
- Canada will link to the Recipient's CCBF websites where this information will be accessible to the public.

2.2 The Ultimate Recipient agrees that the above information will be delivered to the Province in an electronic format deemed acceptable by Newfoundland and Labrador. Each will ensure the most up-to-date Eligible Project information is available to Canada to support media events and announcements.

3. Announcements and media events for Eligible Projects

- 3.1 Media events and announcements include, but are not limited to: news conferences, public announcements, and the issuing of news releases to communicate funding of projects or key milestones (e.g. groundbreaking ceremonies, completions).
- 3.2 Key milestones events and announcements (such as groundbreaking ceremonies and grand openings) may also be marked by media events and announcements, news releases, or through other communications activities. Ultimate recipients, Canada and Newfoundland and Labrador will

have equal visibility through quotes and will follow the Table of Precedence for Canada.

- 3.3 Media events and announcements related to Eligible Projects will not occur without the prior knowledge and agreement of Newfoundland and Labrador, as appropriate, Canada and the Ultimate Recipient.
- 3.4 The requester of a media event or an announcement will provide at least 15 working days' notice to other parties of their intention to undertake such an event or announcement. An event will take place at a mutually agreed date and location. Newfoundland and Labrador, and, as appropriate, Canada and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. If communications are proposed through the issuing of a news release (with no supporting event), Canada requires at least 15 working days' notice and 5 working days with the draft news release to secure approvals and confirm the federal representative's quote.
- 3.5 For media events, each participant will choose its own designated representative. Newfoundland and Labrador and Ultimate Recipients are responsible for coordinating all onsite logistics.
- 3.6 The conduct of all joint media events, announcements for project funding, and supporting communications materials (ex. News releases, media advisories) will follow the Table of Precedence for Canada.
- 3.7 All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of the parties.
- 3.8 All joint communications material for funding announcements must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 3.9 Canada, Newfoundland and Labrador and Ultimate Recipients agree to ensure equal visibility in all communications activities.

4 Program communications

- 4.1 Canada, Newfoundland and Labrador and Ultimate Recipients may include messaging in their own communications products and activities regarding the CCBF.
- 4.2 The party undertaking these activities will recognize the funding of all contributors.
- 4.3 The conduct of all joint events and delivery of supporting communications materials (ex. News releases) that support program communications (ex. Such as intake launches) will follow the Table of Precedence for Canada.
- 4.4 Canada and Newfoundland and Labrador agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the CCBF prepared by Canada, Newfoundland and Labrador or Ultimate Recipients, or, if web-based, from linking to it.
- 4.5 Notwithstanding Section 4 of Schedule E (Communications Protocol), Canada retains the right to meet its obligations to communicate to Canadians about the CCBF and the use of funding.

5. Operational communications

- 5.1 The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- 5.2 Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable.
- 5.3 Newfoundland and Labrador and the Ultimate Recipient will share information as available with Canada should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada, Newfoundland and Labrador will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

6. Communicating success stories

- 6.1 Newfoundland and Labrador agrees to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including, but not limited to Eligible Project success stories, including the positive impacts on housing, Eligible Project vignettes, and Eligible Project start-to-finish features.

7. Advertising campaigns

- 7.1 Canada, Newfoundland and Labrador or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the CCBF or Eligible Projects. However, such a campaign must respect the provisions of this Administrative Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

8. Digital Communications, Websites, and webpages

- 8.1 Where Newfoundland and Labrador or an Ultimate Recipient produces social media content to provide visibility to CCBF programs or projects, they shall @mention the relevant Infrastructure Canada official social media .
- 8.2 Where a website or webpage is created to promote or communicate progress on an Eligible Project or Projects, it must recognize federal funding with a digital sign or using the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada" or "This project is funded by the Government of Canada", as applicable. The Canada wordmark or digital sign must link to Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

9. Project signage

- 9.1 Unless otherwise approved by Canada, Newfoundland and Labrador or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 9.2 Where Newfoundland and Labrador or an Ultimate Recipient decides to install a sign, a permanent plaque or other suitable marker recognizing their contribution with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.

- 9.3 Newfoundland and Labrador or the Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 9.4 Newfoundland and Labrador agrees to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approaches.

10. Communication Costs

- 10.1 The eligibility of costs related to communication activities that provide public information on this Administrative Agreement will be subject to Schedule C (Eligible and Ineligible Expenditures).

SCHEDULE F – Asset Management

The measures contained in the previous agreements to create and foster a culture of asset management planning were effective in increasing the capacity of the diverse range of Ultimate Recipients in Newfoundland and Labrador to enhance their community's sustainability.

Asset Management is a key underpinning of community sustainability because it can inform a range of investment, servicing, and community planning decisions, which in turn support maximizing Ultimate Recipient infrastructure investments.

Asset Management can include:

- an inventory of assets;
- the condition of infrastructure;
- level of service objectives or standards;
- risk assessments;
- cost analyses;
- an inventory of future repair, maintenance, recapitalization, or capital work to maintain the asset's ability to meet its function or purpose;
- community priorities for future works; and
- financial planning.

SCHEDULE G – Ultimate Recipient Housing Report

On a date and in a manner determined by Newfoundland and Labrador, certain Ultimate Recipients will be required to report to Newfoundland and Labrador on housing pressures related to infrastructure and capacity building pressures, and/or provide project-level reporting related to infrastructure pressures associated with housing pressures.

In particular,

- Ultimate Recipients that undertake a Housing Needs Assessment, and Ultimate Recipients with a 2021 Census population of 30,000 or more beyond year one, will be required to identify and report on efforts to address housing pressures related to infrastructure and capacity building pressures; and
- Ultimate Recipients that have, through a Capital Investment Plan, identified housing pressures that can be addressed through closing infrastructure gaps or capacity building, and/or those Ultimate Recipients with a population of 30,000 or more, will also be required to undertake project-level reporting.

Ultimate Recipients that do not meet these criteria may additionally be included at the discretion of Newfoundland and Labrador.

SCHEDULE H- Funds Allocated

| Year 19 | Year 20 | Year 21 | Year 22 | Year 23 | Total |
|------------------|------------------|------------------|------------------|------------------|------------------|
| 2024-2025 | 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 | 2024-2029 |
| \$548,463 | \$571,316 | \$571,316 | \$594,168 | \$594,168 | \$2,879,431 |

- Canada will provide the level of 2029-2034 funding based on the results of the 2025 census.
- Payment of CCBF funding is conditional upon the receipt of funds from Canada.
- If any other funding becomes available throughout the term of this Agreement, this schedule will be amended to reflect this extra funding. Any extra funding will be subject to the terms and conditions of this Agreement.

**Property Tax Reductions
- Residential -
Year 2024**

| Roll Number | 2024 Property Tax | % of Reduction | Amount of Reduction | Revised 2024 Taxes |
|--------------------|------------------------------|---------------------------|--------------------------------|-------------------------------|
| 030510220000 | \$2,326.88 | 20 | \$465.38 | \$1,861.50 |



ORDER FORM

Order Type: Quote
Date: 16 Sep, 2024

Quote#: Q-287332
Expires: 30 Sep, 2024
Sales Executive: Jed Sawh
Effective Date: Effective as of the date of last signature of this Order
Division: SMB - Canada

Customer Legal Name:
Town of Gander

Ship To: Town of Gander
100 ELIZABETH DR
GANDER, NL A1V 1G7 CAN

Customer Legal Address:
100 ELIZABETH DR, GANDER, NL A1V 1G7 CAN

Bill To: Town of Gander
100 ELIZABETH DR
GANDER, NL A1V 1G7 CAN

Bill To Contact:

Contact: Kelly Hiscock
Email: khiscock@gandercanada.com

Currency: CAD
Customer PO Number:
Solution ID: 6209172
Initial Term: 36 months
Uplift Percent: 6 %

Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 365 Days from the Effective Date; unless otherwise stated below.
Data Center Location: Canada

Subscription Services

| Subscription Services | Monthly Minimum Quantity | Employee Type | Subscription Fee Per Employee Per Month | Billing Start Date / Billing Frequency |
|---|--------------------------|--------------------------------|---|---|
| UKG PRO TALENT ACQUISITION UKG PRO RECRUITING UKG PRO ONBOARDING UKG PRO PERFORMANCE AND COACHING UKG PRO PERFORMANCE REVIEWS UKG PRO SUCCESSION UKG PRO COACHING AND DEVELOPMENT UKG PRO CANADIAN PAY AND PEOPLE CENTER UKG PRO CANADIAN PAY UKG PRO PEOPLE CENTER - CANADA UKG PRO CANADIAN PAYMENT SERVICES UKG PRO BENEFITS ENROLLMENT UKG PRO BASIC SSO UKG PRO DATA EXCHANGE SERVICES UKG PRO WORKFORCE MANAGEMENT (HOURLY) UKG PRO ACCRUAL UKG PRO TIMEKEEPING HOURLY UKG PRO PEOPLE ANALYTICS WITH PRO WFM DATA UKG PRO WORKFORCE MANAGEMENT ANALYTICS UKG PRO SCHEDULING | 105 | Canadian Compensated Employees | CAD 29.00 | 365 Days from the Effective Date / Quarterly in Advance |
| UKG PRO HR ONLY/GLOBAL EMPLOYEES | 0 | HR Only / Global Employees | CAD 4.00 | 365 Days from the Effective Date / Quarterly in Advance |
| UKG PRO LIMITED ACCESS | 0 | Limited Access Employees | CAD 1.00 | 365 Days from the Effective Date / Quarterly in Advance |

Professional Services

Billing Frequency: 3 consecutive equal quarterly payments of \$3,333.33 commencing on the Effective Date

| Professional Services | Total Price |
|-----------------------|----------------------|
| UKG LAUNCH FIXED FEE | CAD 10,000.00 |
| Total Price | CAD 10,000.00 |

Order Notes:

UKG Launch is based on the Launch Quantity of 155 Canadian Compensated Employees.



The Subscription Fees for the applicable monthly Minimum Quantities are due on the Billing Frequency stated on the Order Form and invoiced thirty (30) days in advance of the quarter. To reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity.

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Monthly Minimum Quantity above.

After the Initial Term, the Subscription Fee shall increase per annum by the Uplift amount set forth above.

GENERAL TERMS:

This Order is subject to and governed by the terms and conditions of UKG's Master Services Agreement ("Agreement") located at: www.ukg.ca/MSA

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work ("SOW") located at the following link, except if an SOW is attached to this Order, then the attached SOW shall control over the link SOW:
www.ukg.com/services-descriptions

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at:
www.ukg.com/ukg-unified-dpa

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

| Town of Gander | The Ultimate Software Group of Canada, Inc. |
|---|--|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |
| <p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.</p> | |

2025 BUDGET SCHEDULE

| Date | Item | Required |
|--|--|---|
| Sept 27 | Computerized working documents to be made available to all Department Heads | <ul style="list-style-type: none"> • Director of Corporate Services |
| Oct 7 @ 1-4:00 p.m. | Pre-Budget Meeting | <ul style="list-style-type: none"> • Council • CAO • Directors |
| Oct 16 & 17 Council Chamber Time TBD | Public Consultations & Survey | <ul style="list-style-type: none"> • Council • CAO • Directors |
| Oct 21 @1-4:00 p.m. Council Chambers | Pre-Budget Meeting | <ul style="list-style-type: none"> • Council • CAO • Directors |
| Oct 28 @1-4:00 p.m. Council Chambers | Pre-Budget Meeting | <ul style="list-style-type: none"> • Council • CAO • Directors |
| Nov 4 @1-4:00 p.m. Council Chambers | Pre-Budget Meeting | <ul style="list-style-type: none"> • Council • CAO • Directors |
| Nov 18 @1-4:00 p.m. Council Chambers | Pre-Budget Meeting | <ul style="list-style-type: none"> • Council • CAO • Directors |
| Nov 20 @ 4 pm Council Chambers | Budget speech and press release are prepared and brought forward at the Regular Council Meeting. | <ul style="list-style-type: none"> • Council • CAO • Directors |