

Minutes of the regular meeting of council held Monday August 22<sup>nd</sup>, 2022 No. 1440 held in the Council Chambers at 34 Reid's Lane, Deer Lake, NL.

In attendance: Mayor Michael Goosney  
Councillor Kerry Jones  
Councillor Brett Langdon  
Councillor Gordon Hancock  
Councillor Amanda Freake  
Councillor Darren Fitzgerald

Absent: Deputy Mayor Melanie Young

Also in attendance: Town Manager, Maxine Hayden  
Town Clerk, Lori Humphrey  
Director of Operations & Communications, Jason Young  
Director of Recreation Community Services, Glynn Wiseman

Regular meeting of council called to order at 7:39 pm by Mayor Michael Goosney

2022-0822-01, Minutes No. 1439

Councillor Gordon Hancock /Councillor Kerry Jones

Resolved to accept the minutes of regular meeting of council, 1439 Monday July 19<sup>th</sup>, 2022.

In Favor: Mayor Michael Goosney  
Councillor Kerry Jones  
Councillor Brett Langdon  
Councillor Gordon Hancock  
Councillor Amanda Freake  
Councillor Darren Fitzgerald

In favor 6; opposed 0. Carried

New Business:

- Councillor Brett Langdon recognizes the Trails Committee for the great work on expanding the trails. The Town of Deer Lake plans to do a grand opening of the new section when it is ready for use.
- Mayor Goosney commented on the amount of buildup of gravel on Main Street and the Hodder Parking lot and asked Town Manager to see about getting the sweeper out in these areas.

Correspondence

Meeting No. 1440

Date: Monday, August 22, 2022

No	NAME	REGARDING	ACTION
1	Department of Transportation and Infrastructure	Approval of Storm Drainage Study	FYI
2	PMA	Fall Forum	Town Clerk to attend-budgeted
3	Department of Transportation and Infrastructure	Circular	FYI
5	Kids Eat Smart	Poster	To share on social media
6	NL911	Info letter	FYI
7	MNL	UMC Meetings	Mayor Goosney to attend
8	Fetal Alcohol Spectrum Disorder (FASD)	Proclamation	See Motion below
9	Resident Letter	Woodford Drive	FYI

2022-0822-02, Proclamation FASD

Councillor Gordon Hancock /Councillor Darren Fitzgerald

**Proclamation  
Fetal Alcohol Spectrum Disorder (FASD) Awareness Month  
September 2022**

WHEREAS: Fetal Alcohol Spectrum Disorder (FASD) is a diagnostic term used to describe impacts on the brain and body of individuals prenatally exposed to alcohol. FASD is a lifelong disability. Individuals with FASD will experience some degree of challenges in their daily living, and need support with motor skills, physical health, learning, memory, attention, communication, emotional regulation, and social skills to reach their full potential. Each individual with FASD is unique and has areas of both strengths and challenges.

WHEREAS: fasdNL is a pan-provincial organization that educates, provides supports and resources, and raises awareness about fetal alcohol spectrum disorder (FASD) in Newfoundland and Labrador and Atlantic Canada; and

WHEREAS: fasdNL is leading a three-year FASD prevention, awareness, training, and collaborative action project in the four Atlantic provinces; and

WHEREAS: FASD Awareness week is devoted to raising awareness of fetal alcohol spectrum disorder (FASD) to improve prevention of FASD and diagnosis and support for individuals with FASD and broad public awareness helps to put FASD the 'map'; and

THEREFORE: I, Mayor Michael Goosney, do hereby proclaim the month of September, 2022 to be FASD Awareness Month, as cause/issue/special occasion etc. in the Town of Deer Lake.

Signed in Deer Lake, Newfoundland on this 22<sup>nd</sup> day of August, 2022.

Mayor Michael Goosney

In Favor: Mayor Michael Goosney  
Councillor Kerry Jones  
Councillor Brett Langdon  
Councillor Gordon Hancock  
Councillor Amanda Freake  
Councillor Darren Fitzgerald

In favor 6; opposed 0. Carried

(a) Finance

2022-0822-03, Finance

Councillor Kerry Jones / Councillor Darren Fitzgerald

Resolved that the recommendations for Finance Report for August 18<sup>th</sup>, 2022 be adopted as presented.

In Favor: Mayor Michael Goosney  
Councillor Kerry Jones  
Councillor Brett Langdon  
Councillor Gordon Hancock  
Councillor Amanda Freake  
Councillor Darren Fitzgerald

In favor 6; opposed 0. Carried

Finance  
August 18, 2022

Councillor Kerry Jones  
Councillor Darren Fitzgerald  
Maxine Hayden

No	Description	Recommendation
01	CBCL water filter \$4,154.38 cost shared Federal/Provincial /Municipal	Recommend approval
02	MARINE Garden Road \$49,197.00 cost shared Federal/ Provincial/Municipal	Recommend approval
03	DMG Consulting \$15,287.07	Recommend approval
04	Public Procurement regulations Municipalities Canoe <i>"The Town of Deer Lake intends to participate in one or more procurements conducted by Canoe Procurement Group of Canada between September 2022 to September 2023. For further information and access the Canoe Procurement tender notices, please review <a href="http://www.merc.com">www.merc.com</a>. For further information about Canoe Procurement Group of Canada, please visit <a href="http://www.canoeprocurement.ca">www.canoeprocurement.ca</a> "</i>	FYI the Town of Deer Lake is part of the Canoe Procurement Group of Canada
05	Tax Receivable properties for sale	Recommend approval

(b) Accounts Payable

2022-0822-04, Accounts Payable

Councillor Kerry Jones / Councillor Amanda Freake

Resolved that the recommendations for Accounts Payable Report for August 15<sup>th</sup>, 2022 be adopted  
as presented excluding items #10 and #63.

In Favor: Mayor Michael Goosney  
Councillor Kerry Jones  
Councillor Brett Langdon  
Councillor Gordon Hancock  
Councillor Amanda Freake  
Councillor Darren Fitzgerald

In favor 6; opposed 0. Carried

Councillor Hancock leaves the room due to conflict of interest.

2022-0822-05, Accounts Payable

Councillor Kerry Jones / Councillor Amanda Freake

Resolved that the recommendations for Accounts Payable Report for August 15<sup>th</sup>, 2022 be adopted as presented for #10 only.

In Favor: Mayor Michael Goosney  
Councillor Kerry Jones  
Councillor Brett Langdon  
Councillor Amanda Freake  
Councillor Darren Fitzgerald

In favor 5; opposed 0. Carried

Councillor Hancock returns to the meeting. Councillor Jones leaves the room due to conflict of interest.

2022-0822-056, Accounts Payable

Councillor Amanda Freake/ Councillor Brett Langdon

Resolved that the recommendations for Accounts Payable Report for August 15<sup>th</sup>, 2022 be adopted as presented for #63 only.

In Favor: Mayor Michael Goosney  
Councillor Brett Langdon  
Councillor Gordon Hancock  
Councillor Amanda Freake  
Councillor Darren Fitzgerald

In favor 5; opposed 0. Carried

Councillor Jones returns to the meeting.

**Town of Deer Lake**  
Regular Accounts Payable Report  
**Date: August 15, 2022**

No.	Name of Supplier	Amount Owing	Notes
1	A & C Enterprises	\$95.79	Mats
2	A1 Safety Training	\$333.50	Training
3	Ace Printing	\$149.50	Vehicle Inspection Books
4	Adams Alternator & Starter	\$332.35	Starter Unit 47
5	Air Liquide Canada	\$258.92	Nitrogen
6	Aquam Specialiste Aquatique	\$1,463.35	Goggles
7	Atlantic Purification System	\$879.08	Chlorine Tabs
8	Acklands Grainger	\$80.65	Gloves (FD)
9	Alpha1 Safety	\$4,417.73	Security (Strawberry Festival)
10	B & S Trucking	\$3,082.00	Dumpster Hodder & Depot
11	Byron's Shoe & Tarp Repair	\$2,301.17	Hard Hat, Rain Pants, Cable, Clamps, Chain
12	Cansel	\$28.75	Data Plan
13	Carmayoga	\$100.00	Summer Sports Program
14	Central Cashier's Office	\$39.91	Amendment Municipal Plan
15	Chandler	\$316.73	Brushes & Free Flow
16	Colemans	\$154.79	Bowling Supplies, Kitchen Supplies, Admin
17	Corner Brook Industrial	\$483.51	Air Hose (Unit 47) Bushings,
18	Crane Supply	\$6,985.46	Water & Sewer Supplies, Check Valve
19	Canoe Procurement Group	\$514.69	Admin Supplies
20	Construction Signs Ltd.	\$569.25	Quad Rigid Sign Stand
21	Deer Lake Foodland	\$827.81	Summer Sports, Come Home, Strawberry fest.
22	Deer Lake Home Hardware	\$6,683.88	Grip Grab, Extension Cords, Garbage Bags, Tape
23	Deer Lake Motel	\$171.35	Strawberry Festival
24	Deer Lake Taxi	\$427.80	Come Home event
25	Duffy's Plumbing	\$571.55	Sewer - Goodyear Lane
26	Deer Lake Truck & Tirecraft	\$2,408.61	MVI Unit 75, Tires, Install & Balance Unit 47, Clamps
27	E.I. Bugden	\$32.51	Ketchup & Mustard
28	Flowstar Industrial Inc.	\$1,349.44	Seal Complete Kit (Filtration)
29	FluentIMS	\$1,725.00	Annual Subscription (Fire Dept)
30	Gillett's Holdings	\$917.76	Shirts & Plate & Engraving
31	Guillevin	\$5,179.77	Ext. Cord Wire, Cord ends, Box Extension

32	Hitech Communications	\$3,295.29	Pager Cases & Batteries (Fire Dept), Monthly AVL
33	Humber Ready Mix	\$609.50	Sidewalk Hancocks Road
34	J.N. Automotive	\$675.12	Tie Raps, Tire Patch, Epoxy, back up alarm
35	John C. Bussy	\$690.00	Bus for summer sports outing
36	K. C. Enterprises	\$572.97	Tissue, Paper Towel, Cups, Gloves, Aerolsol Spray
37	Kerr	\$29.30	Relay Capacitor Overload
38	Lifesaving Society	\$1,064.39	Manual & Swim Instructor package
39	Mckay's Paving	\$2,967.00	Asphalt Patching North Main Street
40	Mcloughlan Supplies	\$209.40	Eye Wash Replacement, Ear Plugs, Breaker
41	N.C.L Contractors	\$4,216.11	Class A Road Stock
42	NLCSA	\$270.25	Training
43	On the Spot Welding	\$349.59	Welding Pump Truck, Fix Poor Bracket
44	Parts for Trucks	\$79.76	Flex Seal Clamp
45	Pitney Bowes	\$719.81	Lease Invoice
46	Premium Enterprises	\$99.65	Car wash & Propane
47	Prime Creative	\$172.50	Monthly Plugin updates
48	Q.N.H Excavating	\$2,909.21	Adam Boyles - Water Connection
49	Rugged Edge	\$859.05	Ride to Marble with Premier
50	Rigid Trucking & Excavating	\$5,892.58	Auger Bolt & sewer connection (Adam Boyle)
51	Rudy's Courier Service	\$185.00	Coutier service various locations
52	Shears Building Supplies	\$1,575.47	Screws, keys, Light Bulbs, Screw Driver, Rope
53	Simmons Tire & Service	\$3,815.65	Repair tire, Repair Tire Unit 71, Oil Change & Breaks Unit 74
54	Speedy Automotive	\$495.42	Hydraulic Hose, Studs, Exhaust Manifold
55	Superior Propane	\$78.20	Rentals
56	Town of Reidville	\$707.60	Monthly Animal Control
57	Toope's Auto Ltd.	\$1,122.89	Oil, Break Cleaner
58	Traction	\$411.69	Oil Pan & Gasket Unit 42
59	Twin Cities Imaging	\$1,505.35	Come Home Year Aprons, Hats
60	Wajax Industrial	\$82.64	Breaking Assembly Unit 64
61	Western Hydraulic & Mechanical	\$86.48	Valve - Filtration

62	Western Signs	\$2,679.33	Come Home Year Shirts, Various Signs
63	Western Steel Works	\$2,666.93	Waste Water Cage, Hydraulic Fittings, Hose
64	Williams' Building Supplies	\$1,601.89	Breakers, Screws, Tarp, Tape, Decking, Bits
65	Western Ice	\$350.00	Ice - Strawberry Festival
66	Yates & Woods Ltd.	\$977.50	Survey Plan & Description of storm sewer
67	Medical West Supplies	97.92	Head Immobilizer Base (Pool)
68	Bowl Canada	539.93	Membership Fees
69	Safety Source Fire	780.85	Face Shield Visor (Fire Dept)
70	Troy Life & Fire Safety	2578.99	Drain low points, Annual Inspection, Replace Waterflow alarm
71	Total Energy Solutions	\$3,220.00	Heat Pump - Public Works

\$94,123.82

**Payments that were made from last meeting**

B & S Trucking	\$7,463.50	Garbage & Dumpster
Western Steel	\$440.97	Various Jobs
United Rentals	\$1,024.74	Emissions Test on Zamboni's
Day & Ross	\$884.07	Shipping Charge

**(c) Public Works**

2022-0822-07, Public Works

Councillor Brett Langdon / Councillor Gordon Hancock

Resolved that the recommendations for Public Works Report for July 8<sup>th</sup>, 2022 be adopted as presented.

In Favor: Mayor Michael Goosney  
Councillor Kerry Jones  
Councillor Brett Langdon  
Councillor Gordon Hancock



Councillor Amanda Freake  
Councillor Darren Fitzgerald

In favor 6; opposed 0. Carried

**Public Works Meeting**  
August 11, 2022 at 8:30am

**In Attendance**

Councillor Darren Fitzgerald  
Councillor Brett Langdon  
Councillor Gordon Hancock  
Town Manager Maxine Hayden  
Public Works Superintendent Dave Thomas  
Director of Operations & Communications Jason Young

<b>No</b>	<b>Description</b>	<b>Information and Recommendations</b>
1	<b>Elizabeth Ave Water Issue</b>	Town staff have contacted property owner to gain access to rear yard to conduct work on the ditch in the area.
2	<b>Lera Street Water Concerns</b>	Letter being drafted to discuss the issue with homeowners.
3	<b>Xavier Lane</b>	Staff met with NLESD on July 20th to discuss the use of Xavier Lane as a bus lane. NLESD has further questions on traffic flow in the area. Letter will be drafted by the Town to address questions.
4	<b>Public Work Depot/Lagoon Building Roof RFQ</b>	Town has posted RFQ for roof repairs to (3) buildings. RFQ closes on August 18 <sup>th</sup> , 2022.
5	<b>Septic System Request - 155-157 Goose Arm Road</b>	Committee recommends approval for septic for this property as there are no plans to continue sanitary sewer in this area. Property owners have sufficient land for septic field.
6	<b>Power Line - Veteran's Industrial Park</b>	Correspondence received regarding the installation of power line within the park. Staff has requested schematic of the area showing location of the poles and site plan for the pole line.
7	<b>Schwartz Park Grading</b>	For information purposes the entrance

		road to Schwartz Park has been graded.
8	<b>Intersection Goose Arm – George Arron</b>	For information purposes – residents will be advised of the change’s forthcoming. Previously approved by Council in November 2021

(d) Environment and Housing

2022-0822-08, Environment and Housing

Councillor Kerry Jones / Councillor Brett Langdon

Resolved that the recommendations for Environment and Housing for August 3<sup>rd</sup>, 2022 be adopted as presented.

In Favor: Mayor Michael Goosney  
 Councillor Kerry Jones  
 Councillor Brett Langdon  
 Councillor Gordon Hancock  
 Councillor Amanda Freake  
 Councillor Darren Fitzgerald

In favor 6; opposed 0. Carried



**Environment & Housing Committee Minutes  
 Wednesday, August 3<sup>rd</sup>, 2022 – 1:00 pm**

In Attendance: Councillor Fitzgerald      Councillor Jones      Christa Jones  
 Maxine Hayden      Dave Thomas      Kirk Legge  
 Jason Young

**Permits Issued – For information purposes**

Name	Address	Description	Description	Action
<b>General Repairs</b>				

David Dafoe	61	Wights Road	Demolition	Permit Issued
Ian Paterson	112	Nicholsville Road	Shingle & Foundation Repair	Permit Issued
Donna Chaulk	26	Pine Tree Drive	Replace windows & Shingles	Permit Issued
Lillian & William Tetzlaff	6	Queen Street	Shingle Garage	Permit Issued
Roger Boyd Rowsell	2-12	Airport Ave	Renew Permit 3047 - Finish exterior of dwelling, patio & siding	Permit Issued
Todd & Doreen Vivian	67	Goose Arm Road	Siding and Windows	Permit Issued
<b>Extensions, Decks, Patios</b>				
Chris Hodder	8	Ball Street	Replace deck	Permit Issued
Rodney Gillett	22	Humberview Drive	Patio	Permit Issued
Tanya Moores	22	Woodford Drive	Extend Patio	Permit Issued
Bruce & Donna King	7	Spruce Street	Replace Patio	Permit Issued
Lindell & Nonia Smith	23	Woodford Drive	Patio Extension	Permit Issued
Corey Cross	4	Shaw's Lane	Fence	Permit Issued
Wayne Parsons	33	High Street	Replace Deck	Permit Issued
<b>Accessory Building</b>				
Colin Kennedy	65	George Aaron Drive	Garage	Permit Issued
Jennifer Bursey	10	Nicholsville Road	Garage	Permit Issued
Isaiah Pittman	124	Nicholsville Road	Garage	Permit Issued
<b>New Dwellings</b>				
Jordan Moss	2A	Bailey's Ave	Renewal for New Dwelling	Permit Issued
<b>Commercial Construction</b>				
Town of Deer Lake	5	North Main Street	Demolition	Permit Issued
<b>Land Development</b>				
Jason Spence	5	Amanda Ave	51-100 Loads	Permit Issued
Craig & Krista Reid	16	Riverside Drive	101-250 Loads	Permit Issued

Following is a breakdown of the number of permits issued (in brackets) and construction values so far in 2022, up to and including August 3<sup>rd</sup>, 2022:

- General repairs (60): \$ 305,800
- Decks, Extensions, Patios (42): \$ 189,400
- Accessory buildings (20): \$ 585,700

- New Dwellings (16): \$ 5,015,000
- Commercial Construction (10): \$ 387,000

**Total \$ 6,780,000**

**Action Items**

<b>New Business</b>					
1	Cavell Manuel	59	Wight's Road	Glamping accommodations	Deferred for more information
2	Francis Brake	10	Church Street	Tattoo Parlor	Approved pending requirements for Service NL are meet
3	Vaden Williams	11	Chaulk's Lane	Air B&B	Approved

Kirk Legge stepped out declaring conflict for next item.

4	Kaitlyn Hardy – Esthetics by Kait	3	Colbourne Street	Nails, Eye Lashes	Approved
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Kirk Legge returned.

<b>New Dwelling</b>					
5	Scott Matchim	9A	Riverside Drive	New Dwelling	Deferred

<b>Other</b>					
6			Third Avenue	Seeking to purchase land at 22 Third Ave owned by Town	Denied. Town not willing to sell land at this time because of easements for infrastructure. However, will work to block traffic coming up onto neighboring land from this property
7	Juniper BBQ Scraper	9	Wellon Drive	Erect Sign, approval granted by Airport	Approved
8	Nichols Landing		Phase 2	Official Turn over, signed off on	FYI
9	Land Development Security Deposit			Council needs to review cost of security deposit during the budget process to ensure it is covering the cost of clean up required	Budget review

10	Greg Collier			Reach out to Mr. Collier for updated engineered drawings to ensure grading is being done correctly	Christa to reach out to Mr. Collier for more information.
11	Dion Humphrey	4	Riverside Drive	New Duplex	Deferred

(e) Arts, Recreation and Culture

2022-0822-09, Arts, Recreation and Culture

Councillor Brett Langdon/Councillor Gordon Hancock

Resolved that the recommendations for Arts, Recreation and Culture July 29<sup>th</sup>, 2022 be adopted as presented excluding items.

In Favor: Mayor Michael Goosney  
 Councillor Kerry Jones  
 Councillor Brett Langdon  
 Councillor Gordon Hancock  
 Councillor Amanda Freake  
 Councillor Darren Fitzgerald

In favor 6; opposed 0. Carried

Department of Arts, Recreation and Culture Minutes  
 July 29, 2022

In Attendance:  
 Councillor – Brett Langdon  
 Councillor – Gordon Hancock  
 Director of Recreation Community Services - Glynn Wiseman  
 Director of Operations & Communications– Jason Young  
 Town Manager – Maxine Hayden

The meeting started at 8:30am.

#	Item/Description	Discussion/Notes	Decision
1	Beach Log Removal and	The recreation staff have been removing large	For council

	clean-up.	debris from the Deer Lake beach since the water has risen and receded. We had a breakdown on the beach cleaner but it is repaired and we are hoping to be back on the beach next week to finish the grooming.	information
2	Wheelchair accessible pad at Deer Lake Beach	There have been 2 RFQ's posted for the accessible concrete pad posted on the Town of Deer Lake's Web page. The town will now go out for invited bids to complete the work after the summer beach season has passed.	For council information
3	Main Street Lighting	The recreation department has been having significant failure of tree lights along Main St. We are looking into different options to bring to council for the 2023 Budget year.	For council information
4	Outdoor Hockey rink	The recreation Department is planning the construction of the Outdoor hockey rink to be put in place at Schwartz Park. This will require a 6-inch water line to be brought from Nicholsville Road to a new fire hydrant located near the existing softball field.	For council information
5	Active NL Grants	The Recreation department will reapply for a 10,000.00 grant to go toward the purchase of a Wheelchair assessable swing to be placed at the Main Street Playground in 2023.	For council information
	Meeting Adjourned	10:00 am	

**Action Items in Bold Above**

**(e) Mutual Agreement Fire Protection**

**MUTUAL AID FIRE SERVICES AGREEMENT**

**THIS AGREEMENT** made the \_\_\_ day of \_\_\_\_\_, 2022 (the "**Agreement**").

**BETWEEN:**

**THE TOWN COUNCIL OF THE TOWN OF PASADENA**, a municipality continued under the *Municipalities Act 1999*, SNL 1999, c M-24, as amended

("Pasadena")

**OF THE FIRST PART**

**AND:**

**THE TOWN COUNCIL OF THE TOWN OF DEER LAKE**, a municipality continued under the *Municipalities Act 1999*, SNL

1999, c M-24, as amended  
("Deer Lake")  
**OF THE SECOND PART**

**WHEREAS:**

- A. The parties have their own respective Fire Departments.
- B. The parties wish to provide Fire Services to one another through their respective Fire Departments for the mutual benefit of their residents.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

**- INTERPRETATION**

- 1.1 Headings and recitals are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.2 Unless otherwise expressly stated, reference herein to an article, section, paragraph, clause or other subdivision is a reference to such article, section, paragraph, clause or other subdivision within this Agreement.
- 1.3 Reference in this Agreement to the "parties" shall mean the parties to this Agreement and a reference to a "party" shall mean one of the parties to this Agreement.
- 1.4 Whenever the context so requires, terms used herein importing the singular number only shall include the plural and vice versa, and words importing any gender shall include all other genders.

**- DEFINITIONS**

- 2.1 For the purposes of this Agreement, the following terms and expressions shall have the following meanings:
  - (a) "**Fire Department**" means a fire department maintained and operated by a Town under this Agreement.
  - (b) "**Fire Services**" means fire-related emergency services provided by the Requested Town in response to a request by the Requesting Town, including firefighters, fire trucks, personal protective equipment, and pumps.
  - (c) "**Mutual Aid**" means the provision of Fire Services to a Requesting Town by a Requested Town which is outside of the municipal boundaries of the Requested Town.
  - (d) "**Request**" has the meaning set forth in Section 4.1.
  - (e) "**Requested Town**" means the Fire Department of the Town providing Mutual Aid under this Agreement.
  - (f) "**Requesting Town**" means the Fire Department of the Town requesting Mutual Aid under this Agreement.
  - (g) "**Town**" means either Pasadena or Deer Lake, as the context requires.

**- TERM**

- 3.1 This Agreement shall be effective as of the date hereof, and shall continue until termination in accordance with Section 8.1.

#### - FIRE SERVICES

- 4.1 A Requested Town shall dispatch its Fire Department to provide Mutual Aid to any area within the municipal boundaries of a Requesting Town upon receipt of a request received by:
- (a) a pre-determined fire alarm system; or
  - (b) a call from a Requesting Town's Fire Department, (collectively, a "**Request**").
- 4.2 Notwithstanding Section 4.1, a Requested Town shall only provide Fire Services to a Requesting Town to the extent that the Requested Town's Fire Services are available at the time of the Request. A Requested Town shall have the discretion to prioritize fire-related emergencies within its own jurisdiction over those in the Requesting Town's jurisdiction.

#### - LIABILITY AND INDEMNITY

- 5.1 Each party hereby fully and finally waives, releases and forever discharges the other party, including its Fire Department, councillors, officers, directors, employees, agents, affiliates, successors, and permitted assigns from any and all causes of action, claims, demands, grievances, and actions which either party may have now or in the future, arising in any way in connection with the performance of the Fire Services, including without limitation, any claims for personal injury, negligence, trespass or injurious affection.
- 5.2 A Requesting Town shall not initiate any claim, action, proceeding or third party proceeding of any type or nature, arising out of or in connection with the performance of Fire Services by a Requested Town, in any court, tribunal, or any other administrative or judicial type body or agency, against a Requested Town, including its Fire Department, councillors, officers, directors, employees, agents, affiliates, successors, and permitted assigns, regarding any matter arising out of or in connection with this Agreement. It is understood and agreed that if any such claim, action or proceeding is so initiated by a Requesting Town, this Agreement may and will be pleaded by a Requested Town as a bar, or in abatement to, any such claim, action or proceeding.
- 5.3 A Requesting Town shall indemnify, defend, and hold harmless a Requested Town and its Fire Department, councillors, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, an "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by or awarded against an Indemnified Party (collectively, "**Losses**"), including but not limited to personal injuries, loss of life, loss of or damage to any personal and real property, and loss of or damage to property resulting from or arising out of or in any way connected with performance of Fire Services by a Requested Town.

#### - INSURANCE

- 6.1 Each party shall obtain and maintain continuously for the duration of the term of this Agreement, at its sole cost and expense, insurance with a minimum limit of five million dollars (\$5,000,000), for combined single limit bodily injury and property damage, per occurrence and annual aggregate, covering damages resulting from bodily injury (including death), or personal injury or property damage (including loss of use or occupancy) arising out of or related to the performance of the Fire Services by the other party. Such insurance



shall be maintained by each party during the term of this Agreement, and for a period of at least two (2) years following termination of this Agreement.

**6.2** Proof of the above insurance shall be provided to either party upon request by the other party, and the parties shall list each other as an additional insured under such policies of insurance.

**6.3** Each party shall notify the other party immediately upon any change or cancellation of such coverage, and provide written confirmation and proof of such coverage to the other party upon request.

**- REPORTING**

**7.1** Each party's Fire Department will record all fire calls from a Requesting Town and make such records available to such Requesting Town upon request.

**- TERMINATION**

**8.1** Either party may terminate this Agreement upon 30 days' notice given to the other party in writing.

**- MISCELLANEOUS**

**9.1 Notices.** Any notice required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be considered to have been received by the addressee on the date of delivery, if delivered by hand during business hours to any individual representative of a party specified below, or on the first Business Day following confirmed transmission by facsimile, if transmitted by facsimile:

**(a)** to Pasadena at:  
Town of Pasadena  
18 Tenth Avenue  
Pasadena, NL A0L 1K0

Attention: Brian Hudson  
Telephone: 709-686-2075  
Fax: 709-686-2507  
Email: bhudson@pasadena.ca

to Deer Lake at:  
Town of Deer Lake  
34 Reid's Lane  
Deer Lake, NL A8A 2A2  
Attention: Maxine Hayden  
Telephone: 709-635-0100 or 709-635-2451  
Fax: 709-635-5857  
Email: deerlaketownmanager@nf.aibn.com

**9.2 Amendments in Writing.** No amendment, variation or waiver of the provisions of this Agreement shall be effective unless made in writing and signed by each of the parties hereto, either individually by counterpart, or collectively. Any amendment, variation or waiver shall take effect on the date specified in the amendment, variation or waiver, or, if not so specified, on the date on which the last party executes and delivers the amendment, variation or waiver.

**9.3 Waiver.**

- (a) Any waiver by any party of all or part of any provision or the breach of any provision of this Agreement or the other agreements shall be in writing and shall:
  - (i) affect only the matter specifically identified in the waiver and shall not extend to any other provision or breach; and
  - (ii) extend only to the party to whom such waiver is expressly granted and shall not be construed as waiver in favour of any other party in respect of such provision or breach and shall not prejudice the rights of any other party from insisting upon performance of such provision.
- (b) Unless otherwise expressly stated, the failure of any party to give notice to the other party, or to take any other steps in exercising any right in respect of any provision or the breach of any provision of this Agreement shall not operate as a release or waiver of that right or as a release of the other party from its obligations and liabilities, nor shall any single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right, whether in law or in equity or otherwise.

**9.4 Enurement.** This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns.

**9.5 Severability.** If any portion of this Agreement or the application thereof to any circumstance shall be held invalid or unenforceable, unless such invalid provision is fundamental to the efficacy of this Agreement, the remainder of the provision in question, or its application of any circumstance other than that to which it has been invalid or unenforceable, and the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by Laws.

**9.6 Governing Law.** Except in respect to such legal rights which have been waived herein, this Agreement shall be governed by the Laws in force in the Province of Newfoundland and Labrador and the parties hereto submit to the exclusive jurisdiction of the courts of Newfoundland and Labrador with respect to all claims and proceedings arising out of or related to this Agreement.

**9.7 Assignment.** Neither party may assign its interest herein without the written consent of the other party.

**9.8 No Partnership, Joint Venture or Agency.**

- (a) Nothing in this Agreement or otherwise, nor in the conduct of any party, shall in any manner whatsoever, constitute or be intended to constitute either party as the agent or representative or fiduciary of the other party, nor constitute or be intended to constitute a partnership or joint venture between the parties, but rather as between the parties, each party shall be severally responsible, liable and accountable for its own obligations under this Agreement and for any conduct arising therefrom and for all claims, demands, actions and costs of actions arising directly or indirectly therefrom. No party shall have the authority to make nor shall it make any statements, representations or commitments of any kind, or take any action that would bind any other party, except as expressly provided in this Agreement, the other agreements or as otherwise authorized in writing.

**9.9 Entire Agreement.** This Agreement embodies the entire agreement between the parties with respect to the Mutual Aid. Unless otherwise expressly stated, this Agreement supersedes all prior agreements, understandings or writings among the parties, whether written or oral and whether legally enforceable or not, in respect of the Mutual Aid. Subject

to applicable Laws, no party shall be bound by or be liable for any statement, representation, promise, warranty, inducement, agreement, obligation or understanding of any kind or nature not set forth in this Agreement or the other agreements.

**9.10 Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**

**Meeting adjourned**

2022-0822-10 Adjournment

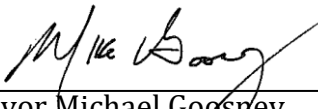
Councillor Amanda Freake

Resolved that since there is no further business that the meeting adjourns at 8:52 pm. Next Meeting scheduled for September 19<sup>th</sup>, 2022.

In Favor:

Mayor Michael Goosney  
Councillor Kerry Jones  
Councillor Brett Langdon  
Councillor Gordon Hancock  
Councillor Amanda Freake  
Councillor Darren Fitzgerald

In favor 6; opposed 0. Carried



\_\_\_\_\_  
Mayor Michael Goosney



\_\_\_\_\_  
Town Clerk, Lori Humphrey