

Minutes of the regular meeting of council held Monday, September 16th, 2024 No. 1477 held in the Council Chambers at 34 Reid's Lane, Deer Lake, NL.

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

Digital: Councillor Darren Fitzgerald

Absent: Deputy Mayor Melanie Young

Also in attendance: Town Clerk, Lori Humphrey
Administrative Assistant, Christa Jones
Director of Recreation Community Services, Glynn Wiseman

Regular meeting of council called to order at 7:43 pm by Mayor Michael Goosney.

2024-0916-01, Minutes No. 1476

Councillor Gordon Hancock/Councillor Kerry Jones

Resolved to accept the minutes of regular meeting of council, 1476 Monday, August 19th, 2024.

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

In favor 6; opposed 0. Carried

Correspondence

2024-0916-02, Proclamation, Foster Families Month

Councillor Brett Langdon/Councillor Amanda Freake

Resolved to accept the Proclamation as presented.

WHEREAS: Newfoundland and Labrador Foster Families provide a safe and nurturing environment for the children/youth in their homes,

WHEREAS: the Town of Deer Lake recognizes the important role of Foster Families in the Child Protection system in our province and the role of Foster Families Newfoundland and Labrador.

WHEREAS: Foster Families are celebrated as valued members of their communities for their contribution to the well-being of our province and our country.

NOW therefore I, Michael Goosney, Mayor of Deer Lake, do hereby proclaim October FOSTER FAMILIES MONTH.

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

In favor 6; opposed 0. Carried

(a) Finance

2024-0916-03, Finance

Councillor Amanda Freake/Councillor Kerry Jones

Resolved that the recommendations for Finance Report for September 11th, 2024 be adopted as presented, excluding items #5 and #14.

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

In favor 6; opposed 0. Carried

2024-0916-04, Finance

Councillor Amanda Freake/Councillor Gordon Hancock

Resolved that the recommendations for Finance Report for September 11th, 2024, item #5 only, be adopted as presented.

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

Opposed: Councillor Kerry Jones

In favor 5; opposed 1. Carried

Councillor Jones leaves the meeting due to conflict of interest.

2024-0916-05, Finance

Councillor Amanda Freake/Councillor Brett Langdon

Resolved that the recommendations for Finance Report for September 11th, 2024, item #14 only, be adopted as presented.

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

In favor 5; opposed 0. Carried

Councillor Jones returns to the meeting.

**Finance Committee Meeting
Agenda – September 11, 2024**

Councillor – Amanda Freake
Councillor – Kerry Jones
Town Manager – Jason Young
Town Clerk -Lori Humphrey

No	Description	Amt.	Notes
1	Annex Progress Payment #33	\$93,139.29	Approved
2	Water Filter Progress Payment - Progress payment 14 and 15 for CBCL and Cahill	\$21,138.98 \$284,921.92	Approved
3	69 North Main Street - Sewer Issue 69 North Main Street. Town Crew struck the line when repairing water line at this address. Town cause this issue.	\$1081 - invoice \$2,500 - insurance deductible	Follow procedure and send to insurance

4	Ridgeview Construction Shear's lift station work	\$4,830	Approved
5	ABC Recreation Splashpad equipment	\$213,987.00	Approved
6	Canada Mats - 4 wall mats for Gracia Space to surround pillars	\$3,046.88	Approved
7	Tax exemption - 24 Colbourne Street	As per policy	Approved
8	Wolseley	\$22,175.11 \$9,890.00 \$852.24 \$1,657.93	Hot tap for new water filter
9	Eagle View - Invoice for new flyover in 2024	\$38,462.87	Approved
10	Western signs - Sign for new annex.	\$7,572.75	Approved
11	Budget Review		FYI
12	Refunds for Overpaid accounts	Acct 112169 - \$1867.26 Acct 112407 - \$181 Acct 112575 - \$1483.25	Approved
13	RCMP - booklet ad		Not Approved
Councillor Jones Leaves the meeting			
14	Western Steel - Work completed on 2 loader cabs	\$232.27 \$3,766.25 \$4,882.00	Approved
15	Heat Pumps - request for two heat pumps		Not Approved, look into housing vac truck into Fire Hall Building and add to 2025 budget
16	Go Western	\$1,725	Approved

(b) Accounts Payable

2024-0916-06, Accounts Payable

Councillor Amanda Freake/Councillor Kerry Jones

Resolved that the recommendations for Accounts Payable Report for September 11th, 2024 be adopted as presented excluding #7 and #54.

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

In favor 6; opposed 0. Carried

Councillor Hancock leaves the meeting due to conflict of interest.

2024-0916-07, Accounts Payable

Councillor Amanda Freake/Councillor Kerry Jones

Resolved that the recommendations for Accounts Payable Report for September 11th, 2024 #7 only be adopted as presented.

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

In favor 5; opposed 0. Carried

Councillor Hancock returns to the meeting.

Councillor Jones leaves the meeting due to conflict of interest.

2024-0916-08, Accounts Payable

Councillor Amanda Freake/Councillor Gordon Hancock

Resolved that the recommendations for Accounts Payable Report for September 11th, 2024 #54 only be adopted as presented.

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

Councillor Darren Fitzgerald

In favor 5; opposed 0. Carried

Councillor Jones returns to the meeting.

Town of Deer Lake
Regular Accounts Payable Report
Date: September 11, 2024

No.	Name of Supplier	Amount Owing	Notes
1	A & C Enterprises	\$217.56	Monthly Mats
2	Adam's Alternator	\$1,345.50	AC Repair
3	Air Liquide	\$379.78	C02 & cylinder rental
4	Atlantic Industries	\$2,645.00	Culverts
5	Adam's Electrical	\$687.68	Lift rental
6	Auto Value	\$308.66	Oil, exhaust
7	B & S Trucking	\$10,178.45	Dumpster rentals, Class A and 6" minus
8	Battlefield	\$93.29	Pressure pump
9	Biomaxx	\$6,177.97	3rd Quarter of sampling
10	Browning Harvey	\$516.76	Drinks for vending machine
11	Byron's Shoe & Tarp Repair	\$1,401.68	Rags, bolts, washers, rain gear, nuts etc
12	Blackstar Solutions	\$2,415.00	Tree removal
13	Brandt Tractor	\$1,278.14	Hydraulic Oil & fuel unit
14	Canadian Red Cross	\$61.50	First aid training
15	Cansel	\$28.75	Data Plan
16	Carma Yoga	\$100.00	Summer sports
17	Central Office Equipment	\$452.68	Service agreements

18	Cimco Refrigeration	\$7,475.93	Relief valves & service call
19	Computers & Communications	\$1,529.50	Annual software, council meetings
20	Crane Supply	\$1,289.01	Sewer supplies
21	Day & Ross	\$515.33	Chlorine pick up
22	Deer Lake Foodland	\$33.52	Summer sports supplies
23	Deer Lake Home Hardware	\$1,502.53	Bags, cleaners, painting supplies, clamps etc
24	Deer Lake Truck & Tire	\$367.88	Crown on Units 129 & 130
25	Hitech Communications	\$1,233.62	Monthly AVLs
26	J.N Automotive	\$1,265.27	Wire, Roters, pads, rags, gloves etc.
27	Jet Ice	\$2,104.91	Paint for ice
28	K.C Reid Enterprise	\$1,139.01	Bathroom and cleaning supplies
29	Mcloughlan Supplies	\$946.04	Cables, connectors, limit switch etc.
30	Martin's Fire Safety	\$325.45	Fire Extinguishers
31	Municipalities Newfoundland	\$550.00	MNL Conference
32	NL Association of Fire Services	\$2,834.75	Conference
33	NL Federation of Agriculture	\$250.00	Sponsorship
34	NLCSA	\$132.25	Training
35	Paint Shop	\$58.78	Paint
36	Pardy's Waste Management	\$151.34	Oil drop off
37	Premium Enterprise	\$139.01	Gas
38	Purolator	\$85.82	Shipping
39	Q.N.H Excavating	\$396.75	Loader rental
40	Rapid Power Sports	\$278.65	Pin & bushings
41	Shears Building Supplies	\$1,951.90	Roll wire, lumber, lift station supplies etc.

42	Simmons Tire	\$34.44	Tire repair unit 106
43	Speedy Automotive	\$2,677.06	Hydraulic Fittings
44	Superior Propane	\$34.22	Cylinder rentals
45	Town of Reidville	\$697.60	Monthly animal control
46	Traction	\$1,171.32	Jack stands, king pin kit etc.
47	Trophy Shop	\$786.08	Girls at bat shirts
48	Toope's Auto	\$432.06	Gloves
49	Tow Fast	\$788.58	Clutch assembly
50	Valmin Fire	\$262.20	Fire Extinguisher inspections
51	Western Lock	\$310.50	Fix door at bandstand
52	Western Signs	\$4,592.13	Decals for new trucks, street signs etc.
53	Western Star and Trucks	\$219.36	Gasket & pipe
54	Western Steel Works	\$3,095.82	Repair floor unit 75, flat bar, shafting etc.
55	Williams' Building Supplies	\$387.64	Lumber, screws, nails, connectors etc.
56	Woodward Motors	\$91.99	Oil change unit 110
57	Western Regional Waste Management	\$21,669.32	August waste

\$92,095.97

(c) Public Works

2024-0916-09, Public Works

Councillor Darren Fitzgerald/Councillor Brett Langdon

Resolved that the minutes/recommendations for The Town of Deer Lake Public Works Committee for September 12th, 2024 be adopted as presented.

In Favor:

Mayor Michael Goosney

Councillor Brett Langdon
 Councillor Amanda Freake
 Councillor Gordon Hancock
 Councillor Kerry Jones
 Councillor Darren Fitzgerald

In favor 6; opposed 0. Carried

Public Works Meeting

September 12, 2024

Attendance: Public Works Chair Darren Fitzgerald (by Phone)
 Public Works Superintendent Scott Elms
 Public Works Director David Thomas

No	Description	Notes
1	Winter Sand tender	There were 2 bids received WM Perry \$10.25 PU \$13.25 Del QNH \$12.70 PU \$16.00 Del We recommend picking up from WM Perry
2	Water operator course in Corner Brook	There is a water operator course being held in Corner Brook in October 22. Cost is \$300 per person. We recommend sending 3 employees to this course. There is training money in the budget
3	Culverts on Reids Lane	We had a resident asking about clearing ditch behind Fifth Ave and replacing culverts on Reids Lane. We recommend that we schedule the ditch clearing and price the culverts to be replaced because it's not a budget item for this year but we can budget for next year.
4	Work List	Some of the work completed in the last month Installed 12" waterline at treatment plant 2 waterline repairs on Main Street Widening Albert Lane Pot hole repairs on Goose Arm Rd, Amanda Ave Building new road to link Airport Ave and Woodford Dr Graded gravel roads Installed signs

		Repaired liftstation by Shears building supplies Swept roads Ditching in Spillway and commerce Street Repaired catchbasin by Spud Suites
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(d) Paving Tender

2024-0916-09, Deer Lake Paving Program 2024
 Councillor Darren Fitzgerald/Councillor Brett Langdon
 Resolved that The Town of Deer Lake accept the tender bid from Marine.

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

In favor 6; opposed 0. Carried

Tender Summary Report

Date September 9, 2024

Tender Name Deer Lake Paving Program 2024

Tender Opening Attendance Jason
 Lori
 David

Tender Results Marine \$454,284.5
 Farell's \$455,814.00
 J and J \$500,986.00

Recommendation Marine \$454,284.50

(e) Environment and Housing

2024-0916-10, Environment & Housing
 Councillor Kerry Jones/Councillor Gordon Hancock

Resolved that the minutes/recommendations for The Town of Deer Lake Environment & Housing Committee for September 12th, 2024 be adopted as presented, excluding item #27 and #28.

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

In favor 6; opposed 0. Carried

Environment & Housing Committee Minutes
Thursday Sept 12, 2024 2:00pm

In Attendance: Councillor Kerry Jones Christa Jones David Thomas

- General repairs (89): \$799,280.00
 - Decks, Extensions, Patios (50): \$260,400.00
 - Accessory buildings (20): \$424,500.00
 - New Dwellings (13, 2 renewals): \$6,153,811.00
 - Commercial Construction (11): \$1,781,600.00
- \$9,419,591.00**

Permits Approved

General Repairs					
	Name	Address		Description	Action
1	NFLD Housing	5 A&B	Main Dam Road	Replace siding. Doors, windows & Shingles	Permit Issued
2	George & Pamela Williams	6	Bennett Ave	Replacing shingles	Permit Issued
3	Eric & Shirley Pinksen	9	Boulos Place	Replace shingles on shed roof	Permit Issued
4	Matthew Langdon	24	Fifth Avenue	Shingles	Permit Issued
5	Paul & Vernetta Russell	5A	Fourth Avenue	Landscaping wall	Permit Issued

6	Diana Lush	86	Riverbank Road	Siding, Fascia, Eves	Permit Issued
7	David Luff & Jocelyn Wilton	17	Second Ave	Replace Window	Permit Issued
8	Deer Lake Library	4	Poplar Road	Ramp	Permit Issued
9	Butler Properties	15	Gatehouse Rd	Shingles	Permit Issued
10	Manson Sparkes	1	Lush's Lane	Metal Roof	Permit Issued
11	Philip Hodder	22	Sunrise Crescent	Metal Roof	Permit Issued

Decks/Patios/Extensions/Fences					
	Name	Address		Description	Action
12	Terry & Leona Wagg	63	Middle Road	Replace front bridge with same size	Permit Issued
13	Darren & Debbie Compton	2	Jewers Lane	Replace deck with new one with cover	Permit Issued
14	Jonathan Evans	11	Boulos Place	Deck and porch Ext	Permit Issued
15	Carl Bennett	12	Bennett Avenue	Metal Roof	Permit Issued
16	Thomas Farrell	8	Goose Arm Road	Roof to basement door	Permit Issued

Accessory Buildings					
	Name	Address		Description	Action
17	Paul Lilly	6	William's Ave	Garage	Permit Issued

New Dwellings					
	Name	Address		Description	Action
18	C & M Properties	2	Joel's Crescent	New duplex	Permit Issued
19	C & M Properties	4	Joel's Crescent	New duplex	Permit Issued
20	Marion Rumbolt	19A	Woodford Drive	Mini Home	Permit Issued

Commercial					
	Name	Address		Description	Action
21	Credit Union	1	Church Street	Weeping Tile	Permit Issued
22	Parsons Funeral Home	63	North Main Street	Shingles	Permit Issued

Permit Applications

Commercial Construction

	Name	Address		Description	Action
23	Majors Constructions	112	Trans Canada Hwy	Warehouse	Recommend approval, Pending Service NL Approval
24	Bumper to Bumper	81	Wight's Road	Building Extension	Recommend approval, Pending Service NL Approval

Accessory Building

	Name	Address		Description	Action
25	Adam Boyle	211	Nicholsville Road	Garage, requested size variance. Advertised on Sept 9, no public response	Recommend approval

New Businesses

	Name	Address		Description	Action
26	Judy Fletcher	29	North Main Street	Laundromat	Recommend approval

Crown Land Request

27	Rodney's Contracting		Junction Brook	Quarry Permit	Defer for more information
28	Winston Langdon		Goose Arm Road	Commercial Sawmill (change from License to Occupy to Commercial Grant)	Defer for more information

(f) Economic Development

2024-0916-11, Economic Development

Councillor Gordon Hancock/Councillor Amanda Freake

Resolved that the minutes for The Town of Deer Lake Economic Development Committee for September 6th, 2024 be adopted as presented.

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

In favor 6; opposed 0. Carried

Economic Development Committee

Date: September 6th, 2024 at 10am

In Attendance:

Councillor: Gordon Hancock
EDO: Gloria Field
Town Manager: Jason Young

Regrets:

Councillor: Amanda Freake

No	Topic	Discussion	Outcome
1	Brand Video Vendor Decision	The EDO is presenting a vendor comparison report (attached separately) and is requesting Council's approval to select the lowest bid of Wolven House Media as the recommended vendor for the Brand Video project.	Vendor Approval
2	Boat Launch RFP - next steps	The EDC is requesting council approval to solicit quotes for a consultant to evaluate and assess the boat launch area. The consultant will provide recommendations and renderings aimed at achieving the primary goal of making the area safe. This evaluation will supply the necessary data for informed decision-making.	Approval to solicit quotes
3	The Spark Podcast	The Town of Deer Lake/The Spark are sponsoring the upcoming NL Young Farmers	FYI for Council

		Leadership Summit happening in Deer Lake in October. Members of NL Young Farmers will appear on an upcoming episode of The Spark to promote the event and discuss farming in our region.	
4	NL Food Hub	EDO met with Richard Butt, program coordinator of the NL Food Hub to see if Deer Lake could become a delivery location for orders. After seeing our social media post, a local business has expressed interest in taking up the opportunity. We have put them in touch with NL Food Hub and they are discussing logistics.	FYI for Council
5	New Town Map	EDO is working with a local graphic designer to create a new and improved town map for visitors. This map will be distributed mainly through the VIC on the highway and at the airport.	FYI for Council

(g) Mutual Aid

2024-0916-12, Mutual Aid

Councillor Kerry Jones/Councillor Amanda Freake

Resolved that the Mutual Aid Agreement between The Town of Deer Lake and Deer Lake Regional Airport Authority Inc. be adopted as presented.

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

In favor 6; opposed 0. Carried

MUTUAL AID AGREEMENT

THIS AGREEMENT made in duplicate this ___ day of _____, 20__.

BETWEEN:

THE TOWN OF DEER LAKE, a municipality established under the Municipalities Act, SNL 1999, c. M-24

(the “**Town**”)

AND

DEER LAKE REGIONAL AIRPORT AUTHORITY INC., a corporation incorporated pursuant to the laws of the Province of Newfoundland and Labrador.

(the “**Airport**”)

(together the “**Parties**”, and each a “**Party**”)

WHEREAS the parties to this agreement provide fire suppression and certain other emergency response services to those persons requiring assistance and those properties situated within the boundaries of their respective jurisdictions, including any extension of its jurisdiction by virtue of a service contract;

AND WHEREAS the parties desire to establish procedures for cooperation and define the scope of responsibility in providing assistance for emergency response services to one another where services required exceed the resources of the party having jurisdiction;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual terms, covenants and agreements herein contained, the Participating Agencies agree as follows:

SECTION 1: DEFINITIONS

1.1 In this Agreement the following terms shall have the definitions set forward below:

- a) “**911 Communications Centre**” means the 9-1-1 call and dispatch center operated for the Town of Deer Lake by the Government of Newfoundland and Labrador.
- b) “**Authorized Member**” is the member within the Town or the Airport authorized to make decisions for the Mutual Aid Agreement.
- c) “**Claims**” includes claims, demands, prosecutions, orders from a governmental authority having jurisdiction, actions, causes of action, damages, whatsoever arising and costs including solicitor/client and party-and-party costs;
- d) “**Deer Lake Fire Rescue**” shall be referenced as DLFR throughout the document.
- e) “**Deer Lake Regional Airport Inc. Aircraft Rescue Fire Fighters**” will be referenced as DLRAA ARFF throughout this document and responsible for air-side related

emergency response services related to aircraft and vehicles on the designated movement areas in addition to other emergency and non-emergency duties.

- f) **“Emergency”** means any situation to which the Town or the Airport would respond to provide emergency response services.
- g) **“Emergency Response Service”** means those firefighting and emergency services as the Town and the Airport commits to provide using the facilities, supplies, equipment, vehicles and personnel under the direction and control of the authority having jurisdiction.
- h) **“Emergency Equipment”** means tools and devices intended for and used to support an Emergency but does not include vehicles and heavy machinery owned and operated by the Airport or the Town.
- i) **“Fire Chief”** means the person appointed as Fire Chief or anyone authorized by the Fire Chief or his designate in charge at the time of a request for fire-suppression or rescue services pursuant to this agreement.
- j) **“Fire Department”** means the equipment, vehicles, and firefighting personnel that are normally used in responding to emergency incidents.
- k) **“Flight Service Station”** means the flight service call and dispatch center operated for the Airport.
- l) **“Incident Command Procedures”** means those procedures for the establishment and transferring of command over firefighting and related services at the scene of an emergency.
- m) **“Participating Agencies”** means the agencies represented by this Agreement, who provide support, upon request, a Requesting Agency during an emergency situation.
- n) **“Requesting Agency”** means the party who is making the request for Emergency Response Services from the other party, pursuant to the terms of this Agreement.
- o) **“Responding Agency”** means the party who is responding to a request to provide Emergency Response Services from the other party, pursuant to the terms of this Agreement.
- p) **“Record”** means information retained in a form that identifies the date, type of incident, number of apparatus and personnel attending the incident.

SECTION 2: BINDING EFFECT

- 2.1 Each of the Parties to this agreement hereby represents and warrants that it has authority to bind itself to the provisions of this Agreement and has undertaken all acts necessary for the lawful and valid execution of this Agreement by its signing officers.

2.2 This Agreement shall be binding upon the Parties executing this Agreement from the date of its execution and shall continue to bind each such Party until its withdrawal or termination in accordance with the provisions of this Agreement.

SECTION 3: CONDITIONS OF SERVICES

3.1 Emergency response services may be requested when the Town or the Airport are unable to respond with sufficient staffing or equipment, or when the emergency incident exceeds the resources of the requesting party.

3.2 The Airport or the Town shall:

- i. make requests for fire-suppression services provided pursuant to this Agreement through the local 911 Communications Centre and DLRAA Flight Service Center.
- ii. ensure that the officials making and receiving the above request are considered an Authorized Member.

3.3 When a request for fire suppression or other emergency response services pursuant to this Agreement is received, the Authorized Member in their sole discretion, may dispatch such equipment, vehicles, personnel, and open facilities, deemed necessary and only to the extent available, to address the request. For greater certainty, the Authorized Member is not required to dispatch any such equipment, vehicles, personnel, and open facilities if in their discretion none are available or the request does not require such a response.

3.4 The Airport will, in accordance with established protocols, request emergency response support from the Town:

- i. for all declared in-flight emergencies (other than medical) in-bound or departing from the Deer Lake Regional Airport ("CYDF") and within the designated boundary of CYDF, at the discretion of the CEO or their designate,
- ii. for all aircraft related crash events occurring during landing or take-off within the designated boundary of the CYDF,
- iii. to conduct interior search and rescue operations within the confines of occupied aircraft at CYDF,
- iv. to conduct interior fire suppression operations within the confines of aircraft at CYDF,
- v. for reports of possible / confirmed structure fires on the Airport property
- vi. for dangerous goods response outside of minor spills of hydrocarbons managed through application of absorbent / adsorbent materials, including security related incidents suspected of involving dangerous goods,
- vii. for vehicle fires in public areas,

- viii. for any situation requiring technical rescue or extrication services within the limits of Deer Lake Fire Rescue,
 - ix. for any emergency condition by which the Airport requires additional support to effectively manage,
 - x. for facilities that will support an emergency, such as an evacuation centre, or emergency coordination centre.
- 3.5 The Airport may, in accordance with established protocols, request non-emergency support from the Town:
- i. for fire inspection and fire code compliance inspections on a frequency as determined by mutual agreement,
 - ii. for fire origin and cause investigation services,
 - iii. plan review to ensure development compliance with current fire and life safety codes
 - iv. for participation in emergency preparedness drills, simulations, and exercises
 - v. other non-emergency support as mutually agreed upon
 - vi. for any fire inspection code violations noted will be enforced and resolved by / through the Airport.
- 3.6 The Town may, in accordance with established protocols, request emergency response services from the Airport:
- i. for any aircraft related emergency within the Town, and outside of the boundary of the Airport,
 - ii. for any emergency condition by which the Town requires additional support to effectively manage,
 - iii. for facility requirements to support emergency operations.
- 3.7 The Town may, in accordance with established protocols, request non-emergency response services from the Airport:
- i. for aircraft response related training and airport familiarization activities,
 - ii. other non-emergency support as mutually agreed upon.
- 3.8 When a request for emergency response services is made by either the Requesting Agency, they shall provide:

- i. A location at which the response is required, including a description of access routes and particulars of the area where services are required,
 - ii. Particulars of the nature of incident,
 - iii. Particulars of the requested supplies, equipment, vehicles and firefighting personnel required at the emergency incident.
 - iv. Identification of other any other Participating Agencies which have been requested to respond, and the status of their response,
 - v. Any other information that would be relevant to the Responding Agency.
- 3.9 If the Authorized Member is of the opinion that the emergency response services required exceeds resources or capabilities, a request for emergency response services shall made to a Participating Agency nearest to the location of the emergency at the discretion of the Authorized Member.
- 3.10 Both the Town and the Airport may give priority, in their sole discretion, to services required within their own respective jurisdictions, and pursuant to existing and future contract commitments. The Authorized Member may limit or temporarily withdraw all or a portion of such emergency response services, as necessary, and on reasonable notice.
- 3.11 The Incident Commander in charge of apparatus and personnel at the incident and within their respective jurisdiction, shall remain in charge of, direct and control the emergency response services provided by the responding participating agency through the establishment of a Unified Command organization.
- 3.12 As soon as practicable following provision of supportive emergency response services the participating agency shall provide a record of the response within fourteen (14) days to the requesting agency.
- 3.13 It should be noted that DLRAA ARFF will automatically respond to an aviation-related emergency within the Critical Rescue and Fire Fighting Access (CRFFA) area as denoted in the Emergency Procedure Manual for the Airport. The CRFFA is an area denoted in the Canadian Aviation Regulations that extends 1000m beyond the ends of a runway and 150m at 90o from the centerline of a runway. A map of this designated area is attached as Appendix 'A'.

SECTION 4: INDEMNIFICATION

- 4.1 Each party (as "**Indemnifying Party**") shall indemnify, hold harmless and defend the other party, its affiliates, and their respective directors, officers, employees, agents, representatives, managers, successors, and permitted assigns (collectively, the "**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 professional fees and reasonable legal fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of any third-party claim alleging:

(i) any negligence or wilful misconduct or more culpable act or omission of Indemnifying Party in connection with the performance of its obligations under the Agreement;

(ii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligence or wilful misconduct or more culpable acts or omissions of Indemnifying Party; or

(iii) any failure by Indemnifying Party to comply with any applicable federal, provincial, or territorial laws, regulations or codes in the performance of its obligations under this Agreement.

This indemnity shall survive the expiration, termination or cancellation of this Agreement Indefinitely.

Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or the corresponding Losses arise out of or result from, in whole or in part, the Indemnified Party's:

(a) negligence or wilful misconduct; or

(b) failure to materially comply with any of its obligations set forth in this Agreement.

4.2 No partnership is created by this Agreement.

4.3 Nothing contained in this Agreement shall constitute or be deemed to constitute the parties joint ventures, partners, agents or any other relationship whereby any party may be held liable for the acts or omission of any other party or its employees, servants, agents or volunteers. None of the parties shall have any authority to act for any other or to incur any obligation on behalf of any other save as specifically provided by this Agreement.

4.4 The Town and the Airport, including its officials, employees, servants, and agents shall not be under any obligation to answer calls made to any telephone number other than those placed through the local 911 communications centre or the DLRAA Flight Service Station.

SECTION 5: REPLACEMENT OF CONSUMABLES

5.1 The parties, upon review and mutual agreement of responsible charges, may invoice for consumable supplies and damaged equipment. It should be understood that this provision is for the replacement of consumables or equipment used / damaged during the exercise of

this Agreement. It is expressly understood that invoicing will not occur for expenses related to anything other than the direct replacement of consumables and damaged equipment.

- 5.2 The parties shall promptly pay the costs of replacement supplies and consumables, such as fire suppressants, expended or used by the Responding Agency in any manner related to the provision of support to the Requesting Agency (including taxes) upon receipt of a detailed invoice for such expenses.
- 5.3 Following the provision of services by the Responding Agency, the Responding Agency shall within fourteen (14) days, deliver an itemized invoice for payment to the Requesting Agency. The Requesting Agency shall remit payment of the amount billed within sixty (60) days of receipt of invoice. Failing payment as required, the Requesting Agency shall pay the interest of 1.5% per month (18% per annum) on the debt or such portion that remains unpaid.
- 5.4 Following the provision of services, the Parties shall be responsible for pursuing any applicable insurance relief applicable through policy for all expenses related to the response to the incident. If the Responding Agency has insurance available to cover the expenses related to damaged equipment or consumables, the Responding Agency shall not be entitled to claim expenses from the Requesting Party, and if payment has already been paid by the Requesting Party, the Responding Party shall reimburse them for the amount of insurance coverage received related to the invoiced items.

SECTION 6: GENERAL & MISCELLANEOUS

- 6.1 This Agreement represents the entire understanding and agreement between the parties hereto and supersedes all prior negotiations and agreements between the parties concerning mutual aid. No modification, variation, waiver or amendment of this Agreement shall be effective unless taken in writing and executed by all parties.
- 6.2 It is agreed that the covenants herein contained shall be binding upon the parties hereto. This Agreement is not assignable by any party without the written consent of other Party, which consent may be withheld without the giving of reasons therefore.
- 6.3 This Agreement may not be modified or amended except by instrument in writing signed by the other Party in this agreement.
- 6.4 This Agreement will be reviewed no later than every three years. Any amendments must be mutually agreed upon and executed in writing as a new Agreement before said amendments become in-force and in effect.

SECTION 7: TERMINATION

- 7.1 Either party may withdraw from this Agreement by giving not less than 90 days' notice in writing to the other Party.

IN WITNESS WHEREOF the Mutual Aid Partners hereto have hereunto affixed their respective corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this ___ day of _____, 20__.

THE TOWN OF DEER LAKE

Name:
Title: [TITLE FOR SIGNING AUTHORITY]

DEER LAKE REGIONAL AIRPORT AUTHORITY, INC.

Name: TAMMY PRIDDLE
Title: PRESIDENT AND CHIEF EXECUTIVE OFFICER, DEER LAKE REGIONAL AIRPORT AUTHORITY, INC.

APPENDIX 'A'

CRITICAL RESCUE AND FIRE FIGHTING ACCESS (CRFFA) AREA MAP

2024-0916-13 Adjournment

Councillor Kerry Jones / Councillor Gordon Hancock

Resolved that since there is no further business that the meeting adjourns at 8:32 pm. Next Meeting scheduled for Tuesday, October 15th, 2024.

In Favor: Mayor Michael Goosney
Deputy Mayor Melanie Young
Councillor Darren Fitzgerald
Councillor Gordon Hancock
Councillor Kerry Jones

In favor 5; opposed 0. Carried



Mayor Michael Goosney



Christa Jones, Administrative Assistant