

Decision / Direction Note
Department of Municipal and Provincial Affairs

Title: Approval and Registration of proposed St. John's Urban Region Regional Plan Amendment 4, 2023 proposed by the Town of Portugal Cove-St. Philip's to Align with Amendments to the Town's Planning Documents.

Decision / Direction Required:

- Whether to approve and register a proposed amendment to the St. John's Urban Region Regional Plan (SJURRP) required to accommodate amendments to the Town's Municipal Plan and Development Regulations.
- It is recommended that the Minister sign the attached documents to approve and authorize registration of SJURRP Amendment No. 4, 2023 in accordance with sections 23 and 24 of the **Urban and Rural Planning Act, 2000** (Act).

Background and Current Status:

- The SJURRP is a statement of provincial policy for which the Minister of Municipal and Provincial Affairs (Minister) is the authority. The SJURRP applies to all lands within the St. John's Urban Region Regional Planning Area, including the Town.
- The Town has requested an amendment to the SJURRP to align with amendments Council is undertaking simultaneously with the Town's municipal plan and development regulations. The amendments pertain to redesignation of land on at the intersection of Maggie's Place and Old Broad Cove Road from Rural to Urban Development.
- The Minister adopted the SJURRP amendment on January 31, 2024.
- Per sections 17 and 18 of the Act, the Town published notices of adoption and advertised a public hearing for the amendment to the SJURRP and the associated municipal plan and development regulation amendments in the February 24 and March 2, 2024, editions of The Telegram. The Town also sent out alerts via its electronic communication system, Voyent Alerts.
- Per sections 20 and 21 of the Act, the Council provided opportunity to receive objections and representations through a formal public hearing process. The public hearing was scheduled for March 13, 2024. No objections or representations were received before the advertised deadline (March 11, 2024) and, as such, the public hearing was cancelled.

Analysis:

- Municipal plans prepared authority from the Act and within the St. John's Urban Region must conform to the SJURRP. The proposed SJURRP map designation changes would accommodate the Town's review of its municipal plan and development regulations.

- The proposed amendment to the SJURRP would re-designate lands on the SJURRP map from: Rural to Urban Development. See map (attached) for the anticipated changes.
- The Minister previously adopted the proposed amendment. The town's amendments and the SJURRP amendment are being processed concurrently to enable the development proposal under a legal planning framework.
- Per section 24 of the Act, staff of Municipal and Provincial Affairs have reviewed the amendment documents and are recommending that the Minister sign the resolution and accompanying map (see attachments) to approve the SJURRP amendment.

Alternatives:

1. Approve and authorize registration of St. John's Urban Region Regional Plan Amendment No. 4, 2023 in accordance with sections 23 and 24 of the Act by signing the attached documents (**Recommended**).

Advantages:

- The Minister would finalize the process related to previously adopted amendment documents.
- The town's municipal plan and development regulations would be aligned and comply with the SJURRP, enabling registration of the Town's amendment documents.

Disadvantages:

- None identified.

2. Refuse to approve and authorize registration of St. John's Urban Region Regional Plan Amendment No. 4, 2023 (**Not recommended**).

Advantages:

- None identified.

Disadvantages:

- Refusal to approve and register an adopted amendment would be inconsistent with past practice, considering no significant concerns were noted.
- Without SJURRPA Amendment 4, 2023, the Town cannot proceed with proposed amendments to its municipal plan and development regulations.
- Money spent by the town on the amendment process would be for no benefit.

Prepared/ Approved by: C. Hardy/ L. Evoy/G. Clarke /J. Hearn

Ministerial Approval:



December 11, 2024

ST. JOHN'S URBAN REGION REGIONAL PLAN, 1976
AMENDMENT No. 4, 2023

New High School (Old Broad Cove Road at Maggies Place)
Portugal Cove-St. Philip's

November 2024

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO APPROVE
ST. JOHN'S URBAN REGION REGIONAL PLAN AMENDMENT No. 4, 2023

Under the authority of section 16, 17 and 18 of the *Urban and Rural Planning Act 2000*, the Minister of Municipal and Provincial Affairs:

- a) adopted the St. John's Urban Region Regional Plan Amendment No. 4, 2023 on the 31st day of January, 2024;
- b) gave notice of the adoption of the St. John's Urban Region Regional Plan Amendment No. 4, 2023 by advertisement inserted on the 24th day of February, 2024 and the 2nd day of March, 2024 in *The Telegram* newspaper; and
- c) set the 13th day of March, 2024 for the holding of a public hearing to consider objections and submissions.

Now under the authority of Section 23 of the *Urban and Rural Planning Act 2000*, the Minister of Municipal and Provincial Affairs hereby approves the St. John's Urban Region Regional Plan Amendment No. 4, 2023, as adopted on the 31st day of January, 2024.



Minister of Municipal and Provincial Affairs

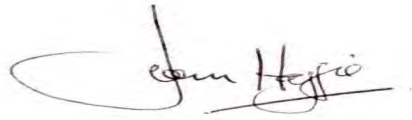
Signed and sealed before me at St. John's, Newfoundland and Labrador
this 11 day of December, 2024.

[REDACTED] s.40(1)

Witness

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO ADOPT
ST. JOHN'S URBAN REGION REGIONAL PLAN AMENDMENT No. 4, 2023

Under the authority of Section 16 of the *Urban and Rural Planning Act, 2000*, the Minister of Municipal and Provincial Affairs hereby adopts St. John's Urban Region Regional Plan, 1976 Amendment No. 4, 2023.



Minister of Municipal and Provincial Affairs

Signed and sealed at St. John's, Newfoundland and Labrador

this 31 day of January, 2024.

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached St. John's Urban Region Regional Plan, 1976 Amendment No. 4, 2023 was prepared in accordance with the requirements of the *Urban and Rural Planning Act, 2000*.



ST. JOHN'S URBAN REGION REGIONAL PLAN, 1976
AMENDMENT No. 4, 2023

BACKGROUND

The Town Council of Portugal Cove-St. Philip's is proposing to amend its Municipal Plan and Development Regulations. The **Urban and Rural Planning Act, 2000** (the "Act") sets out the process for amending a Plan and Development Regulations.

The St. John's Urban Region Regional Plan, 1976 ("the Regional Plan") sets out a framework for growth and development within the St. John's Urban Region. Amendments to Municipal Plans prepared by municipalities in the St. John's Urban Region must be consistent with the Regional Plan.

This Regional Plan amendment will be processed simultaneously to accommodate the following proposed amendments to the Portugal Cove-St. Philip's Municipal Plan and Development Regulations 2014-2024:

- Municipal Plan Amendment No. 18, 2023 and Development Regulations Amendment No. 28, 2023. The Town has requested amendments to the Regional Plan map to change the Regional Plan designation of land located on the east side of Maggie's Road from 'Rural' to 'Urban Development' to accommodate the development of a public high school.

In general terms, the Town's own amendment proposes to redesignate and rezone the subject land from 'Agricultural' to 'Public Use'.

ST. JOHN'S URBAN REGION REGIONAL PLAN

According to E. Urban Development (c) The Local Centres of the Regional Plan, land Portugal Cove-St. Philip's is identified as a local centre. Land within such centres shall be used in accordance with the policies of the relevant municipal plan.

The Regional Plan outlines guidelines for Municipal Plans for local centres including:

- a focus on low density development;
- encouraging infilling and consolidation of areas once municipal services are in place; and
- improvements to the local street system.

E. URBAN DEVELOPMENT
(c) The Local Centres

Policy:

The detailed development of the local centres designated on the Regional Plan Map shall be according to the policies in Local Area or Municipal Plans that might be prepared from time to time. Such plans shall conform to the following guidelines:

- i) The local centres shall be able to develop to the fullest extent possible within the areas shown on the Regional Plan Map, consistent with the constraints set out in Objective No. 11...*
- iv) Two prime aims in the local centres will be to encourage the infilling and consolidation of presently semi-development areas once essential public services to existing development are installed and to develop improved local road systems so that better circulation of traffic may be facilitated.*

ANALYSIS

The Town is proposing to amend its Municipal Plan to redesignate the subject site from 'Agriculture' to 'Public Use' and to amend its Development Regulations to rezone from 'Agriculture' to 'Public Use'. The agricultural lands are not part of the provincially designated Agricultural Development Area under *the Lands Act, 1991*, are not currently used for agricultural purposes, and is a small parcel of remnant agricultural zoning isolated by existing urban development. These isolated lands are not expected to be advantageous to agricultural development and should be used in support of the proposed high school facility. Rezoning to allow for commercial uses would invite business enterprise into the area that could offer food, recreational, or other related retail style service.

PUBLIC CONSULTATION

The Town of Portugal Cove-St. Philips is responsible for conducting public consultations on the matter. As required by section 14 of the Act, the Town advertised the proposed amendments in *The Telegram* newspaper on November 4, 2023 and in the November edition of *The Northeast Avalon Times*, as well as posting the proposed amendments on the Town's website.

After the section 14 Notice of Consultation advertisement resulted in individual responses from the public, mainly comments of employees and family of an adjacent commercial – agricultural operations, eluding that reducing agricultural lands will have negative impacts to their operation, however, lands between their operations and the subject agricultural zone is already separated by existing residential development and associated zoning. There is no change or potential impact to the existing commercial – agricultural operations.

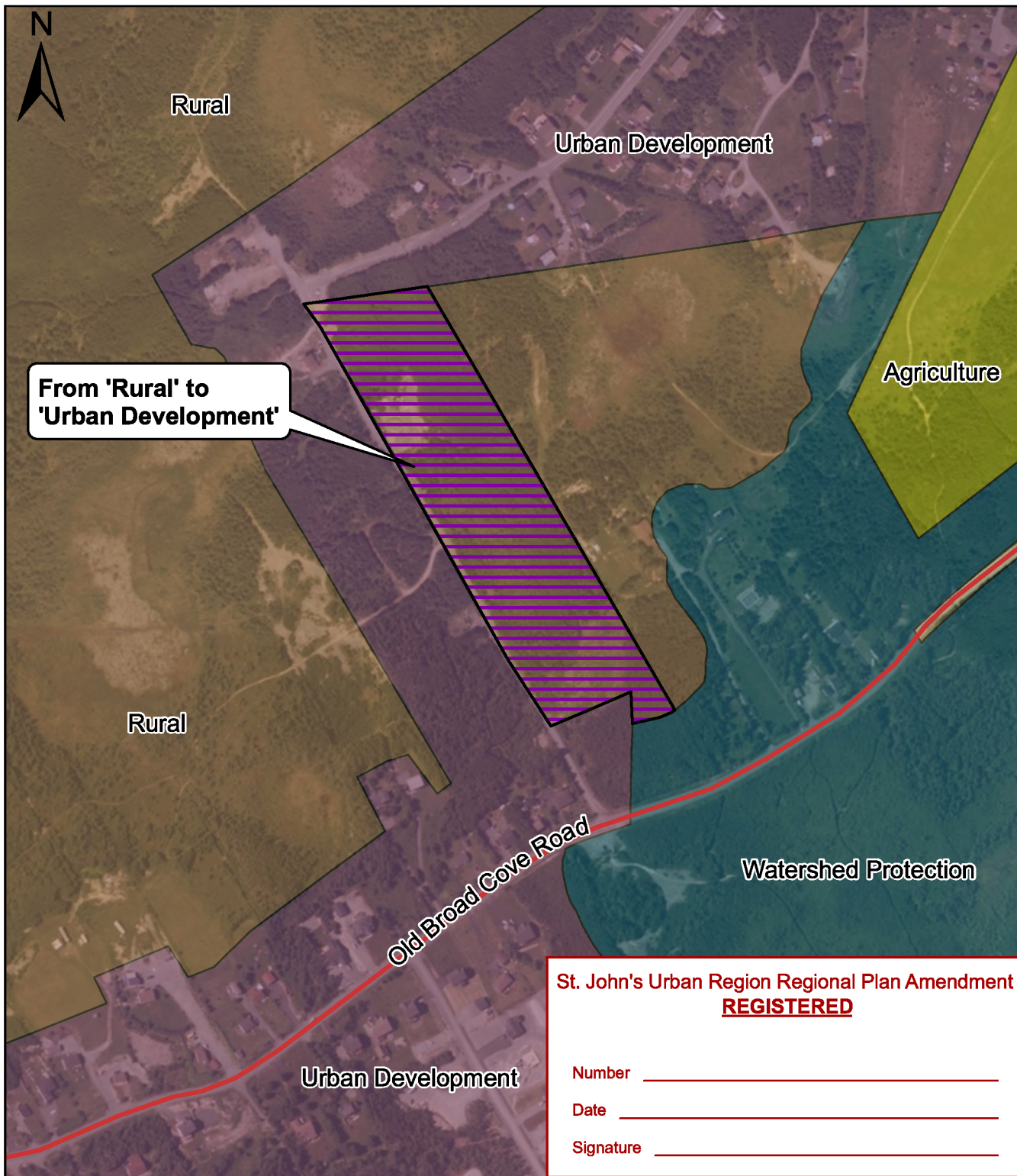
The Town also consulted with the 14 other municipalities within the St. John's Urban Region about the proposed amendments and requested comments be supplied. No objections or concerns were identified with the municipalities.

St. John's Region Regional Plan, 1976






Amendment No. 4, 2023

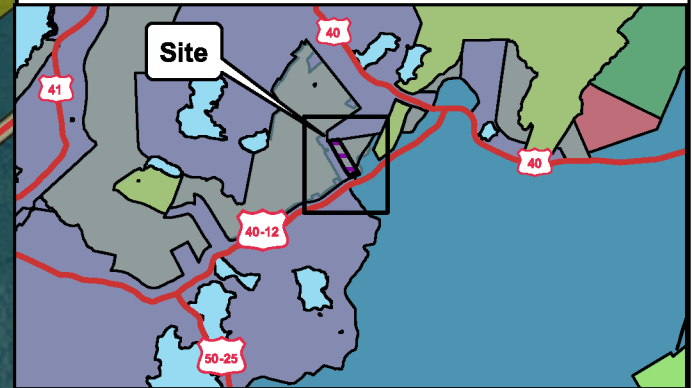
The proposed St. John's Urban Region Regional Plan amendment would re-designate on the south side of Maggie's Place from 'Rural' to 'Urban Development' in accordance with the attached map.

Appendix A



**St. John's Urban Region
Regional Plan Amendment No. 4, 2023
Portugal Cove - St. Philip's
'In relation to PCSP MPA 18 & DRA 28, 2023'**

-  From 'Rural' to 'Urban Development'
-  Urban Development
-  Agriculture
-  Rural
-  Watershed Protection



Signed this 11 day of December, 20 24.

Minister of Municipal and Provincial Affairs

St. John's Urban Region Regional Plan Amendment
REGISTERED

Number _____

Date _____

Signature _____

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached St. John's Urban Region Regional Plan Amendment No. 4, 2023 has been prepared in accordance with requirements of the *Urban and Rural Planning Act, 2000*.

MCIP: _____



Decision/Direction Note
Department of Municipal and Provincial Affairs

Title: Tilt Cove Relocation – Agreement Procedure

Decision/Direction Required:

- Whether to send all executable documents to residents of Tilt Cove and set a date for the release of relocation funds.
- It is recommended that the Minister approve sending all executable documents at one time to residents of Tilt Cove and set a date to release funds no earlier than February 3, 2025.

Background and Current Status:

- In 2019, the Department of Municipal and Provincial Affairs (MAPA) received four Expression of Interest ballots from Tilt Cove requesting relocation. Resident ballots indicated unanimous support for relocation. In keeping with the 2016 Community Relocation Policy (Policy), MAPA subsequently confirmed resident concurrence with relocation and eligibility as permanent resident property owners.
- The Department of Justice and Public Safety (JPS) has executed a retainer agreement with Shawn Colbourne C.A. Law Office, to represent the residents of Tilt Cove in the matter of relocation.
- The relocation date has been set for March 31, 2025. The Department of Transportation and Infrastructure, which maintains the road to Tilt Cove, has been informed of the relocation date. Newfoundland and Labrador Hydro have been informed that the relocation of the community is progressing. NL Hydro will receive copies of the signed permanent electricity disconnect forms from MAPA upon receipt.

Analysis:

- As per the policy, MAPA officials will send the Option Agreements to the residents for signature. If 90 per cent of agreements are signed and returned to MAPA, the Department will then review and recommend that the Minister sign the agreements and authorize release of the relocation funds, in trust, to the bank account of the Shawn Colbourne C.A. law office.
- The Permanent Resident agreements are then sent to residents, and once signed and witnessed, returned to MAPA for review and recommendation for the Minister's signature. Once fully executed, copies are sent to the lawyer and the relocation assistance funds are transferred to the residents prior to the relocation.
- A draft Option Agreement, Permanent Resident Agreement, Affidavit with Warranties, and NL Hydro disconnect forms have been reviewed by JPS. (See Annex A for all documents).

- Consultation with JPS resulted in a proposed procedural efficiency: to send all documents requiring resident signature to residents at one time. Unlike previous relocations, Tilt Cove relocation involves only two households. The residents or the lawyer would only need to travel once, reducing cost and allowing for the agreements to be signed expeditiously.

Alternatives:

1. The Minister approves sending all the finalized documents to the residents for signature and setting the date for release of funds for relocation from Tilt Cove as no earlier than February 3, 2025. **(Recommended)**

Advantages:

- Allows community driven request to continue and be expedited.
- Reduces the amount of winter travel required of the lawyer and/or residents.
- Provides the residents with a date when they can expect to receive the relocation assistance.

Disadvantages:

- None identified.

2. The Minister does not approve sending all the finalized documents to the residents for signature at the same time and setting the date for release of funds for relocation from Tilt Cove. **(Not Recommended)**

Advantages:

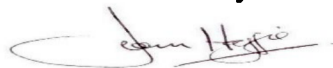
- None identified.

Disadvantages:

- May delay the procedures for this relocation.
- Requires lawyer or residents to travel for meeting twice instead of just once.

Prepared/Approved by: L. Robbins/L. Evoy/ G. Clarke /J. Hearn

Ministerial Approval:



December 11, 2024

Annex A

OPTION AGREEMENT

THIS AGREEMENT made at _____ in the Province of Newfoundland and Labrador, this _____ day of _____, 2024.

BETWEEN: **HIS MAJESTY IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Municipal and Provincial Affairs**

(the “Minister”)

- Of the First Part -

AND: **NAME, of the Town of Tilt Cove, in the Province of Newfoundland and Labrador**

(the “Residents”)

- Of the Second Part -

WHEREAS a community-driven community-initiated relocation request has been made by residents of the Town of Tilt Cove under the *Department of Municipal and Provincial Affairs Government of Newfoundland and Labrador Community Relocation Policy November 2016* (“Policy”);

AND WHEREAS the Minister makes the following offer of financial relocation assistance to the Residents under the Policy in accordance with the terms outlined herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual covenants herein contained and the further sum of One Dollar in lawful Canadian currency (\$1.00 CAD) paid by each party hereto to the other party (the receipt whereof is hereby acknowledged) the parties agree as follows:

1. The Residents agree to enter into an agreement substantially along the lines of the draft Permanent Resident Agreement and Affidavit with Warranties, appended at Schedule "A" hereto, which includes their agreement: the discontinuance of provincial and municipal services at Tilt Cove and to the disconnection of electrical connection at their Residential Property as of a specified date; to vacate their house and lands by a specified date; that any occupation or residence at their Residential Property after a specified date is at their own risk; and, to release and indemnify the Minister from liability, as more particularly set out therein. In exchange, the Minister will provide TWO HUNDRED AND SIXTY THOUSAND DOLLARS in lawful Canadian currency (\$260,000 CAD) in relocation financial assistance to the Residents.
2. The Residents acknowledge and agree that the Minister is making no representations regarding the provincial or federal income tax treatment, the income tax impact or other financial implications upon the Residents or either of them, relating to relocation financial assistance paid to them under the Policy and/or the Resident Agreement, and the Residents further acknowledge their own responsibility to seek obtain and consider advice from independent financial advisors and income tax professionals on these matters.
3. The Minister will not exercise this option unless and until, in accordance with the Policy, at least ninety per cent (90%) of persons accepted by the Minister as Permanent Residential Property Owners of Tilt Cove make the same commitment to the Minister by signing and returning their Option Agreements.
4. The Minister may exercise this option with respect to the Residents in writing at any time within 5 months of the signing of this Option Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day before written.

SIGNED SEALED AND DELIVERED

by the Minister in the presence of:

Witness

**Minister of Municipal and Provincial
Affairs**

SIGNED SEALED AND DELIVERED

by the Residents in the presence of:

Witness

NAME

Witness

NAME

PERMANENT RESIDENT AGREEMENT

THIS AGREEMENT made at _____ in the Province of Newfoundland and Labrador, this _____ day of _____, 2024.

BETWEEN: **HIS MAJESTY IN RIGHT OF THE PROVINCE OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Municipal and Provincial Affairs.**

(the “Minister”)

- Of the First Part -

AND: **NAME of Tilt Cove in the Province of Newfoundland and Labrador**

(the “Residents”)

- Of the Second Part -

WHEREAS at the request of the residents of the Town of Tilt Cove (“Tilt Cove”), the Minister has agreed to provide financial assistance to the Residents to relocate from Tilt Cove in accordance with the Department of Municipal and Provincial Affairs Government of Newfoundland and Labrador Community Relocation Policy November 2016 (“Policy”); and on the terms and conditions set out herein;

AND WHEREAS the Residents acknowledges and consents to the discontinuation of provincial and municipal services to their resident property at Tilt Cove described in Schedule “A”, including the Minister directing the discontinuation of electricity services to such property by the Newfoundland and Labrador Hydro Corporation;

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the mutual covenants herein contained and the further sum of One Dollar in lawful Canadian currency (\$1.00 CAD) paid by each party hereto to the other party (the receipt whereof is hereby acknowledged) the parties agree as follows:

1. Minister’s Covenants:

- 1.1 The Minister will pay or cause to be paid to the Residents the amount of TWO HUNDRED, SIXTY THOUSAND DOLLARS in lawful Canadian currency (\$260,000 CAD) upon proof satisfactory to the Minister that:
- (i) on or before Monday, March 31, 2025, the Residents will vacate their house in Tilt Cove and all other buildings and the land upon which the house and buildings were built, which house buildings and land are as described in Schedule “A” (“Residential Property”)
 - (ii) the Residents have demonstrated in a form satisfactory to the Minister that they hold all right, title and interest in and to the Residential Property and that the Residential Property is habitable.

- 1.2 On or after MONDAY, March 31, 2025, the Government of Newfoundland and Labrador (the "Province") will, in its sole and absolute discretion, discontinue or cause to be discontinued those provincial, municipal and private services to Tilt Cove, whether under the jurisdiction of the Minister or otherwise by another provincial minister, a Crown Corporation, agency of the Crown, a contractor for the Crown, municipality or private corporation, including but not limited to electricity service, ferry service, water and sewer service and road maintenance.

2. **Residents' Covenants:**

- 2.1 The Residents acknowledge, agree and covenant that:
- a) they will vacate the Residential Property and will have moved to or be in the process of establishing their residence in another community outside of Tilt Cove on or before March 31, 2025;
 - b) as ongoing owners of the Residential Property, they maintain all responsibility and obligation relating to the Residential Property, including but not limited to any responsibility for environmental contamination; and
 - c) in the event either or both of them visit occupy or reside at the Residential Property on or after March 31, 2025, or permit another person to do so, they do so entirely at their own risk.
- 2.2 The Residents acknowledge, agree and consent to the discontinuance of the services as referenced in Section 1.2 to the Residential Property on or after MONDAY, March 31, 2025, as the Province may in its sole and absolute discretion determine.
- 2.3 The Residents acknowledge and agree that the Minister is making no representations as to provincial or federal income tax treatment, income tax impact or other financial implications for the Residents or other of them relating to any amount paid to them under the Policy and/or this Agreement, and the Residents further acknowledge and agree that they have each had the opportunity to seek obtain and consider advice from independent financial advisors and income tax professionals on these matters.
- 2.4 The Residents do hereby on behalf of themselves, their beneficiaries, heirs, executors, administrators, successors and assigns, release acquit and forever discharge the Minister, including her employees, servants, successors and assigns, and each of them from any and all proceedings, actions, causes of action, claims, demands, damages, interest, costs, expenses and compensation of whatever kind and howsoever arising, whether known or unknown, and in any way resulting or arising from or in any way connected with the facts and circumstances relating to the acceptance of assistance paid by the Minister under the Policy, including but not limited to the income tax treatment income tax impact or other financial implications of payment of any amount by the Minister to the Residents under the Policy and/or this Agreement, moving or relocating from Tilt Cove, environmental or other responsibilities arising from their ongoing ownership of the Residential Property, visiting occupying or residing at the Residential Property on or after MONDAY, March 31, 2025, the discontinuance of services to Tilt Cove

including to the Residential Property, or in any manner or fashion related to the matters set forth above.

- 2.5 The Residents agree that at all times they will indemnify and save harmless the Minister from and against any and all claims, demands, actions or otherwise which heretofore may have been or hereafter be asserted by or on behalf of any person including on behalf of the Residents arising out of any of the matter referred to in Clauses 2.1, 2.2, 2.3, and/or 2.4 or in any manner or fashion arising therefrom. It is understood and agreed that payment or promise of payment set forth in the Agreement is deemed to be no admission whatsoever of any liability on the part of the Minister.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year before written.

SIGNED SEALED AND DELIEVERED

by the Minister in the presence of:

Witness

**Minister of Municipal and
Provincial Affairs**

SIGNED SEALED AND DELIEVERED

by the Residents in the presence of:

Witness

NAME

Witness

NAME

SCHEDULE "A" TO PERMANENT RESIDENT AGREEMENT

SUMMARY DESCRIPTION: First Name, Last Name owns the following Residential Property at the Town of Tilt Cove: provide civic address, and location of property with reference to neighbours (e.g. When viewed from STREET NAME, bounded by NAME house and property on the left and NAME house on the right), which Residential Property includes TYPE OF HOME (e.g. a two story house, bungalow, ranch-style etc....) and NUMBER AND TYPE OF ANY SHEDS AND/OR OUTBUILDING ON THE RESIDENTIAL PROPERTY.

PHOTO: digitally dated photo of the front exterior of the Residential Property.

PROVINCE OF NEWFOUNDLAND AND LABRADOR

TOWN OF TILT COVE

TO WIT:

AFFIDAVIT WITH WARRANTIES

We, **NAMES**, of the Town of Tilt Cove, in the Province of Newfoundland and Labrador, make oath and say as follows:

1. We are the persons who have been accepted by the Department of Municipal and Provincial Affairs as Permanent Residents under the *Department of Municipal and Provincial Affairs Government of Newfoundland and Labrador Community Relocation Policy November 2016* ("the Policy"), and who have entered into the Permanent Resident Agreement required under the Policy and owners of the house and lands as described in Schedule "A" annexed hereto ("the Residential Property"), and as such, we have personal knowledge of the facts set out herein.
2. The words "Spouse", "Matrimonial Home", "Marriage Contract", "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defines in the **Family Law Act, R.S.N.L 1990, c. F-2** ("the Act"). At the date of the execution of the Permanent Resident Agreement:
 - (a) We were at least 19 years of age;
 - (b) We are the spouse of each other;
 - (c) The Residential Property contains our Matrimonial Home;
 - (d) We have not, at any time, entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Residential Property;
 - (e) We do not have nor have either of us ever had any former spouse(s) or cohabitating partners(s) with any right, title or interest in or claim to the Residential Property under the Act; and
 - (f) No other person has any vested rights or any unregistered interest in the Residential Property save in respect to any registered restrictions or covenants that run with the Residential Property.
3. We warrant that the Residential Property is habitable.
4. We will vacate the Residential Property and will have moved or be in the process of establishing our residence in another town or community outside of Tilt Cove on or before March 31, 2025.
5. We make this Affidavit conscientiously believing the information contained herein to be true and knowing that it is of the same force and effect as if may under oath, and by virtue of the **Canada Evidence Act, R.S.C. 1985, c. C-5** knowing that it is an offence to make false statements in an affidavit.

6. All Acts of Canada and the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

SWORN TO (OR AFFIRMED) before me
at the Town of Springdale, in the Province
of Newfoundland and Labrador, this _____
day of _____ 2024:

NAME

WITNESS

NAME



Dear Customer:

With reference to your request for a permanent disconnection of service, Newfoundland and Labrador Hydro requires the request to be in writing, giving us 10 days prior notice. Therefore, please indicate the account number (or meter number) of the service to be disconnected in the space provided below. **This form must be signed by the owner or an individual who is authorized to act on behalf of the owner.**

Should you request to have the service reconnected at a later date please consider the following:

- A reconnection fee of \$20.00 plus HST will be charged where the reconnection is done during Hydro's normal office hours or \$40.00 plus HST if the reconnection is done at other times.
- If the reconnection is requested within 12 months of the disconnection, the customer shall pay, in advance, the minimum monthly charges that would have been incurred over the period if the service had not been disconnected.
- A Connection Authorization (an electrical inspection permit) may be required before the service is reconnected. This can result in other charges from a qualified electrician and Government Services.

Account/Meter Number: _____ Phone: _____

Name (Print) _____

Owner Signature: _____

Date: _____

FOR OFFICE USE ONLY

WORK ORDER NUMBER: _____

Please email completed form to customerservices@nlh.nl.ca.

For assistance with completing this form, please call the
 NL Hydro Customer Service team at 1.888.737.1296 Toll-Free
 Monday to Friday, 8:30 a.m. – 4:00 p.m. (Newfoundland Standard Time)

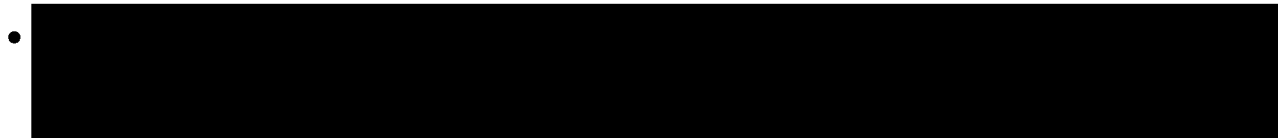


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NL Hydro. References were checked and additional information requested as needed to verify residency.



- Relocation payout approved to date including these additional residents is \$4,396,600 with the breakdown as follows:

○ Relocation payouts approved to date	\$	
○ Minus assistance approved but not taken	-	
○ Plus [redacted] residents, property owners	+	
○ [redacted]	+	
	=	4,396,600

Alternatives:

1. The Minister approve the residency status of the applicants and approve staff to send the notification letters. Copy of letters can be found in Annex A (property owners) and Annex B (non-property owners). **(Recommended)**

Advantages:

- Consistent with the response to other Mud Lake relocation requests received to date.
- Allows individuals to relocate from Mud Lake.

Disadvantages:

- Government expenditure required to facilitate the relocation.

2. The Minister does not approve the individual’s residency status and approve staff to send notification letters. (Not Recommended)

Advantages:

- Funding will not be required.

Disadvantages:

- Inconsistent with actions taken to date with respect to other relocation requests.

Prepared/Approve by: L. Robbins/L. Evoy/ G. Clarke/J. Hearn

Ministerial Approval:

December 13, 2024

ANNEX A

Address

Dear NAME:

Re: Residency Status – Mud Lake

On September 8, 2022, the Minister of Municipal and Provincial Affairs (MAPA) made an announcement regarding the availability of relocation assistance for residents of Mud Lake.

After a review of your affidavits and supplemental information, MAPA has determined [REDACTED] [REDACTED] to be permanent residential property owners and as such your household is eligible for [REDACTED] in total relocation assistance.

The Mud Lake Relocation policy provides for an appeal process for individuals dissatisfied with their residency status determination. If you wish to appeal your residency status you must submit your request within 30 days of receipt of this notice, including rational and supporting documentation to me by email at lorierobbins@gov.nl.ca or by postal mail at:

Lorie Robbins
Manager, Community Liaison
Department of Municipal and Provincial Affairs
P.O. Box 8700
St. John's, NL A1B 4J6

To proceed with your relocation please email me at lorierobbins@gov.nl.ca with a potential relocation date, within 15 days of receipt of this notice.

A lawyer has been retained by MAPA, to provide independent legal advice, to all residents who will be relocating. It is recommended that you also consider obtaining independent financial advice. It is important to note that if you decide to obtain independent financial advice, it should be done prior to meeting with the lawyer to finalize the relocation.

Regards,

Lorie Robbins
Manager, Community Liaison

ANNEX B

Address

Dear NAME:

Re: Residency Status – Mud Lake

On September 8, 2022, the Minister of Municipal and Provincial Affairs (MAPA) made an announcement regarding the availability of relocation assistance for residents of Mud Lake.

After a review of your affidavits and supplemental information, MAPA has re-confirmed you to be a permanent residential non-property owner and as such you are eligible for [REDACTED] in total relocation assistance.

The Mud Lake Relocation policy provides for an appeal process for individuals dissatisfied with their residency status determination. If you wish to appeal your residency status you must submit your request within 30 days of receipt of this notice, including rational and supporting documentation to me by email at lorierobbins@gov.nl.ca or by postal mail at:

Lorie Robbins
Manager, Community Liaison
Department of Municipal and Provincial Affairs
P.O. Box 8700
St. John's, NL A1B 4J6

To proceed with your relocation please email me at lorierobbins@gov.nl.ca with a potential relocation date, within 15 days of receipt of this notice.

A lawyer has been retained by MAPA, to provide independent legal advice, to all residents who will be relocating. It is recommended that you also consider obtaining independent financial advice. It is important to note that if you decide to obtain independent financial advice, it should be done prior to meeting with the lawyer to finalize the relocation.

Regards,

Lorie Robbins
Manager, Community Liaison

Decision/Direction Note
Department of Municipal and Provincial Affairs

Title: Permit to Occupy Property in the Evacuated Communities of Grand Bruit and Round Harbour

Decision/Direction Required:

- Whether to approve two, five-year occupancy permits for properties in the evacuated communities of Grand Bruit and Round Harbour.
- It is recommended that the Minister approve two five-year seasonal occupancy permits, in accordance with section 4 of the **Evacuated Communities Act, 2016**.

Background and Current Status:

- The Community Relocation Policies in effect at the time of the Grand Bruit and Round Harbour relocations required property owners to transfer title of their property to the Crown to receive relocation assistance.
- A listing of the two applicants currently applying for seasonal permits to occupy may be found in Annex A.
- Both communities are listed in the schedule attached to the current **Evacuated Communities Act, 2016, SNL, c.E-15.1**, (the Act). Under section 4 of same Act, a permit is required to occupy a property in a vacated community.

Analysis:

- There is a request for a seasonal permit to occupy [REDACTED] in Round Harbour. [REDACTED] s.40(1)
- There is another request by an individual for [REDACTED] in the community of Grand Bruit. [REDACTED] s.40(1)
- A draft permit is attached in Annex B. The draft permit prohibits the seasonal permit holder from contracting with a service provider for the provision of electricity to the property.

Alternatives:

1. The Minister approves a five-year seasonal occupancy permit for both applicants as outlined in Annex A. **(Recommended)**

Advantages:

- This approach is consistent with previous decision making and is in keeping with the authority granted to the Minister under the Act.

Disadvantages:

- None identified.

2. The Minister does not approve seasonal occupancy permits for the applicants (**Not Recommended**)

Advantages:

- None identified.

Disadvantages:

- This would not be consistent with previous requests of this nature.

Prepared/Approved by: L. Robbins /L. Evoy/ G. Clarke/ J. Hearn

Ministerial Approval:



December 13, 2024

ANNEX A

Name of Applicant	Property Owner at time of Relocation	Community	Notes
[Redacted]	[Redacted]	Grand Bruit	
[Redacted]	[Redacted]	Round Harbour	[Redacted]

ANNEX B

Permit #202X-GB-XXX

Province of Newfoundland and Labrador

Permit: For Seasonal Occupancy

Under section 4 of the Evacuated Communities Act, 2016, SNL 2016, c.E-15.1, His Majesty in Right of Newfoundland, represented by the Honourable Minister of Municipal and Provincial Affairs for the Province of Newfoundland and Labrador (the “Minister”) does hereby issue a PERMIT FOR OCCUPANCY (the “Permit”) unto NAME (the “Permit Holders”) to occupy ALL THAT piece or parcel of land being situated at Grand Bruit as described in the Deed of Indenture and schedules thereto, registered at the Registry of Deeds of Newfoundland and Labrador with registration number XXXXXX (the “Demised Premises”), for the purpose of a Seasonal Residence, for five (5) years from DATE renewable (upon application and at the discretion of the Minister) SUBJECT TO the reservations, terms and conditions stated herein and set out in the attached schedule “B” and the provisions of the Evacuated Communities Act, 2016.

AND PROVIDED THAT the Permit Holders are subject to, and must comply with, all terms and conditions as outlined in the attached Schedule “B”;

AND FURTHER PROVIDED THAT this Permit shall not be assigned or conveyed without the prior written consent of the Minister.

SIGNED by the Minister of Municipal and Provincial Affairs on the _____ day of _____, 202X:

JOHN HAGGIE, MB. ChB. MD, FRCS
Minister of Municipal and Provincial Affairs
MHA – District of Gander

NAME

NAME

Schedule "A"**TERMS AND CONDITIONS OF THE PERMIT**

1. The Permit does not convey the right to extract any minerals, including but not limited to, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, peat, coal, natural gas, petroleum or salt, from or under the said parcel of land.
2. The Permit Holder shall indemnify and save harmless the Minister against any loss, cost or damage resulting directly or indirectly from the Permit Holder's use or occupation of the land.
3. Disposal of garbage on the surface of the ground or underwater is not permitted. It must be burned or disposed of at an approved waste disposal site.
4. The Permit is subject to the condition that the land shall be holden upon, under and subject to all other regulations and condition of the Lands Act, Chapter 36 of the Statues of Newfoundland, 1991 as amended, and to such regulations as are now in force or which may at any time hereafter be made by law.
5. Should the Permit Holder default in the performance of any of the provisions herein contained, the Minister may give thirty (30) days notice for the termination of this Permit and, upon the expiration of the thirty days, this Permit shall cease and the Permit Holder shall forthwith vacate the land.
6. The Crown will not be liable for improvements carried out on the land in the event the Permit is cancelled or terminates.
7. If for any reason the Permit is cancelled or terminates on the death of the Permit Holder, any personal property remaining on the site ninety (90) days after the expiration or cancellation of the Permit shall become vested with the Minister to be disposed of as the Minister sees fit. If the Permit Holder fails to restore the land to a satisfactory condition, the Minister may do so and the costs incurred by the Minister in taking this action shall be a debt due the Crown by the Permit Holder.
8. The failure of the Crown to insist upon strict performance of any of the covenants and provisos contained in this Permit shall not be deemed a waiver of any rights or remedies that the Crown may have or a waiver of any subsequent breach or default.
9. The Permit Holder is not permitted to access the site by All-Terrain Vehicles except in accordance with the Motorized Snow Vehicles and All-Terrain Vehicles Regulations. Contravention of the regulations shall constitute grounds to revoke the Permit.

10. The Permit Holder is not permitted to undertake any improvement of the lands and buildings thereon or to undertake any construction on the lands except with the prior written consent of the Minister in accordance with the provisions of the Evacuated Communities Act. However, the Permit Holder may complete annual general maintenance necessary for the preservation of the property for the use of the property for the Term of the Permit.
11. The issuance of this Permit does not commit Government to the issuance of any other permit or license for any purpose including for the purposes of constructing a designated access trail pursuant to the Lands Act and the Motorized Snow Vehicles and All-Terrain Vehicles Regulations.
12. The Permit shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.
13. Sewage disposal facilities are to be installed or maintained, as the case maybe, in accordance with the regulations and specifications of the Department of Health and Community Services.
14. The Permit Holder is prohibited from contracting with a service provider for the provision of electricity to the occupied property.
15. The Permit Holder is prohibited from contracting with a service provider for the provision of phone service to the occupied property.
16. The Permit Holder is responsible for obtaining insurance coverage for his/her personal property located on the land.
17. The Permit Holder shall comply with all regulations as may be in effect to prevent the start of forest fires.