

Final Response

June 25, 2019

Dear Applicant:

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act 2015 - FLR-50-2019

On May 28, 2019, the Department of Fisheries and Land Resources (FLR) received your request for access to the following records:

“I'm looking for copy of an agreement between the Government of NL and campers occupying crown land on Fox Marsh Road. Back in I believe sometime after 1995, the Officials in Lands put notices on campers that were parked on Fox Marsh Road and surrounding areas to remove them. An agreement was then made whereby the Government provided land on Fox Marsh Road to enable these campers to set up a kind of park to put their campers. Joan Wilson was put in charge of organizing the assignment of lots. The campers were responsible to fill in their own lots to park their campers on. [REDACTED]

[REDACTED] I'm looking for the original agreement whereby the Government granted this land and under what circumstances it was to be used. I'm not sure what department looked after this but I do know that Joe Connors was a government employee who was the contact person helping to organize same . Thank you.”

Please be advised that a decision has been made by the Deputy Minister for FLR to provide access to the requested information. Redactions have been made under Section 40 – Personal Privacy of the Access to Information Protection of Privacy Act, 2015. You will find a copy of responsive material attached.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the *Act* (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P.O. Box 13004, Stn. A
St. John's, NL. A1B 3V8

Telephone: (709) 729-6309

Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the *Act* (a copy of this section of the *Act* has been enclosed for your reference).

Please be advised that this letter will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement's website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact me by telephone at 709-637-2354 or by email at Lisaneville@gov.nl.ca .

Sincerely,



Lisa Neville
ATIPP Coordinator

Right of access

8. (1) A person who makes a request under section 11 has a right of access to a record in the custody or under the control of a public body, including a record containing personal information about the applicant.

(2) The right of access to a record does not extend to information excepted from disclosure under this Act, but if it is reasonable to sever that information from the record, an applicant has a right of access to the remainder of the record.

(3) The right of access to a record may be subject to the payment, under section 25 , of the costs of reproduction, shipping and locating a record.

Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21 ;

(b) a decision respecting an extension of time under section 23 ;

(c) a variation of a procedure under section 24 ; or

(d) an estimate of costs or a decision not to waive a cost under section 26 .

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42 , the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner's refusal under subsection 45 (2).

App. No. 129217

PROVINCE OF NEWFOUNDLAND AND LABRADOR

NO. 129217

IR# 002743
\$ 200.00 dn fee
2006-09-19

FR# 002773
\$ 213.18
2006-09-27



LEASE

Under the provisions of Section 3 of the *Lands Act*, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, Her Majesty the Queen in Right of Newfoundland and Labrador (hereinafter called the "Crown") represented herein by the Honourable the Minister of Environment and Conservation for the Province of Newfoundland and Labrador (hereinafter called the "Minister") does hereby **LEASE** and **DEMISE** unto

FOX MARSH TRAILER PARK INC.

in the Province of Newfoundland and Labrador (hereinafter called the "Lessee") its successors and assigns **ALL THAT** piece or parcel of land situate and being at **Fox Marsh** (hereinafter called the "demised premises"), as more particularly described in Schedule A and delineated in Schedule B attached hereto (which schedules are part of these presents) together with the appurtenances, **EXCEPTING AND RESERVING** nevertheless to the Crown out of this present Lease all minerals both metallic and non-metallic, limestone, granite, slate, marble, gypsum, marl, clay, sand, gravel, building stone, volcanic ash, peat, salt, coal, natural gas, naturally-occurring oil and related hydrocarbons in and under the demised premises **TO HAVE AND TO HOLD** the demised premises unto the Lessee for the term of **50** years from the **02nd** day of **October** A.D. **2006**, **SUBJECT** to the terms and conditions hereinafter set forth;

YIELDING AND PAYING unto the Crown, subject to the rental revision clause hereinafter appearing as the price and consideration of this Lease, the non-refundable sum of **\$187.00** per year, payable in advance on the **02nd** day of **October** in each year, with the first payment to be made on the execution of this Lease. This Lease is renewable upon application, subject to the terms and conditions in effect at the time of renewal.

PROVIDED ALWAYS that the Lessee covenants and agrees to comply in all respects to the terms and conditions as outlined in Schedule C of these presents;

PROVIDED ALWAYS that if the Lessee, its successors and assigns shall make default in the performance of any of the provisions herein contained, the Minister may give the Lessee thirty (30) days notice of termination of this Lease, and upon the expiration of the thirty (30) days, this Lease shall cease and the Lessee shall forthwith vacate the demised premises.

PROVIDED ALWAYS that the Lessee, its successors and assigns, hereby forever releases the Minister, his servants and agents, from any and all liability arising from or related to any defect and or omission that may be identified in the survey description and or plan attached hereto as Schedules A and B. The Lessee further agrees that it shall have no recourse against the Minister, his servants or agents, if the said survey description and or plan for the demised premises are found to be defective in any way.

PROVIDED ALWAYS that except for the demised premises, the issuance of this Lease by the Minister of Environment and Conservation does not constitute an acknowledgement of any right, title or interest in or to any of the other parties identified in the survey description and plan attached hereto as Schedules A and B.

IN WITNESS WHEREOF the Parties have executed this Indenture.

SIGNED AND SEALED

by the Minister of Environment and Conservation and
the Seal of the Department of Environment and Conservation
was affixed on the 28 day of Sept.
in the presence of:

A.D. 2006

Ann Marie Bastow for A.W. Taylor
.....

Witness

Minister of Environment and Conservation

ANN MARIE BASTOW

A Commissioner for Oaths in and for the
Province of Newfoundland and Labrador. My

commission expires the 31st day of
December, 2006

SIGNED AND SEALED

by the Lessee on the 01 day of August 2006 A.D.
in the presence of:

Roland Butler M.H.A.
.....

Witness



40(1)

**A COMMISSIONER FOR OATHS
IN AND FOR NEWFOUNDLAND AND
LABRADOR, BEING A MEMBER OF
THE HOUSE OF ASSEMBLY**

R. Butler MHA

.....
Lessee

SCHEDULE "A"

All that piece or parcel of land situate and being on the southwestern side of Fox Marsh Road, near Fox Pond, in the Provincial Electoral District of Harbour Main/Whitbourne, in the province of Newfoundland, Canada, abutted and bounded as follows, **that is to say:**

Beginning at a point, said point being the northwestern corner of the land and having grid co-ordinates of North 5,251,803.576 meters and East 276,130.557 meters;

40(1)

Thence running along land granted to the Estate Of [REDACTED] and registered in the Crown Registry in V-256 F-128, South thirty six degrees thirty five minutes twenty five seconds West (S 36° 35' 25" W), a distance of twenty one decimal four two one meters (21.421 m.);

thence South thirty six degrees thirty five minutes twenty eight seconds West (S 36° 35' 28" W), a distance of one hundred forty eight decimal seven two three meters (148.723 m.);

Thence running along Crown Land South twenty nine degrees thirty five minutes twenty five seconds West (S 29° 35' 25" W), a distance of sixty three decimal five four two meters (63.542 m.);

thence South three degrees fifty four minutes thirty five seconds East (S 3° 54' 35" E), a distance of forty seven decimal one six two meters (47.162 m.);

thence South fifty degrees fifty four minutes thirty five seconds East (S 50° 54' 35" E), a distance of one hundred forty decimal eight nine seven meters (140.897 m.);

thence North eighty six degrees fifty three minutes fifty nine second East (N 86° 53' 59" E), a distance of fourteen decimal four two four meters (14.424 m.);

Thence running along a Reservation for Fox Pond, fifteen (15) meters wide, North thirteen degrees six minutes ten seconds East (N 13° 06' 10" E), a distance of forty five decimal six one seven meters (45.617 m.);

thence North twenty eight degrees fifty nine minutes fifty five seconds East (N 28° 59' 55" E), a distance of thirty six decimal six six four meters (36.664 m.);

thence North thirty eight degrees fifty five minutes five seconds East (N 38° 55' 05" E), a distance of forty one decimal five nine three meters (41.593 m.);

thence North twenty two degrees fifty five minutes nineteen seconds East (N 22° 55' 19" E), a distance of one hundred thirteen decimal six three seven meters (113.637 m.);

thence running along the southwestern limit of fox Marsh Road, twenty (20) meters wide, North fifty six degrees ten minutes twenty five seconds West (N 56° 10' 25" W), a distance of forty five decimal zero four three meters (45.043 m.);

thence North forty eight degrees thirty four minutes fifty three seconds West (N 48° 34' 53" W), a distance of thirty one decimal seven five zero meters (31.750 m.);

thence North thirty two degrees thirty one minutes thirty four seconds West (N 32° 31' 34" W), a distance of thirty five decimal five three eight meters (35.538 m.);

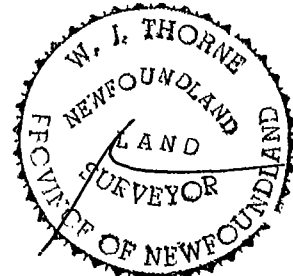
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thence North eighteen degrees fifteen minutes thirty five seconds West (N 18° 15' 35" W), a distance of thirty nine decimal three nine nine meters (39.399 m.), more or less, to the point of beginning.

The above described parcel containing an area of three decimal eight eight zero(3.880) hectares, more or less.

All bearings are referred to the meridian of fifty three degrees West longitude of the Modified Three Degree Transverse Mercator Projection for Newfoundland with NAD 83 reference datum.



W.J. Thorne Surveys Limited
May 17, 2005

Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.

SCHEDULE "C"

1. The Lessee shall use the demised premises solely for the purpose of a **recreational trailer park**.
2. The rent reserved as set out in this Lease shall be subject to review every five (5) years.
3. The Lessee shall pay all taxes and charges that may be levied by any municipal, provincial, or federal authority on or in respect of the demised premises.
4. The demised premises shall not be assigned in whole or in part without the written consent thereto of the Minister and upon payment of a fee as fixed by the Minister. The Ministerial consent for assignment may be withheld until such time as the requirement of Clause 1 is fulfilled. And it is further agreed that this consent for assignment is not required where the whole of the demised premises only is being assigned solely for mortgage purposes.
5. The demised premises shall be held under and subject to all regulations and provisions of the *Lands Act*, Chapter 36 of the Statutes of Newfoundland and Labrador, 1991, as amended, and to such statutes and regulations as are now in force or which may at any time hereafter be made by law for the improvement or cultivation of lands within the Province of Newfoundland and Labrador.
6. Disposal of garbage on the demised premises or underwater is not acceptable and shall be burned in an acceptable manner or disposed of at an approved waste disposal site.
7. The Lessee shall indemnify and save harmless the Crown against any loss, cost or damage resulting directly or indirectly from the Lessee's use or occupation of the demised premises.
8. The demised premises shall not be used for any purpose other than as set forth in Clause 1 of this Lease without written consent of the Minister and then only on such terms and conditions and the payment of such a fee as the Minister may prescribe.
9. If the Lessee has paid the rent and observed all of the terms of this Lease, the Lessee may cancel this Lease by giving thirty (30) days written notice to the Minister who shall grant a certificate in writing accepting the surrender, and thereupon all privileges herein granted shall, subject to Clauses 10, 11, and 12, terminate.
10. The Lessee shall at the end of this Lease yield up to the Minister the demised premises in a condition satisfactory to the Minister.
11. The Lessee shall within ninety (90) days of the end of this Lease restore the demised premises to a condition satisfactory to the Minister.
12. If the Lessee fails to restore the demised premises as specified in Clause 11, the **recreational trailer park** shall become the sole property of the Minister. The Minister may dispose of the **recreational trailer park** and restore the demised premises as he sees fit and no amount shall be paid to the Lessee in compensation thereof and the costs incurred by the Minister in taking this action shall be a debt due the Crown by the Lessee.
13. This Lease shall be null and void, and the demised premises and any buildings thereon shall revert to the Crown if the rent which is due and payable hereunder remains unpaid for sixty (60) days, regardless of whether there has been a request for payment or not.
14. Payment of the annual rent shall not prevent this Lease from becoming null and void if the Lessee shall default in any other provision, term or condition of this Lease.
15. If the Lessee defaults in the performance of any of the provisions, terms or conditions of this Lease or, if following development of the demised premises for the intended use set forth in Clause 1 the Lessee thereafter fails to use the demised premises for the said purpose(s) for a period of three (3) consecutive years, then at any time after such default or failure to use the demised premises for a period of three (3) consecutive years the Minister may, by written notice served on the Lessee as set forth in Clause 17, declare this Lease null and void and the demised premises shall revert to the Crown.
16. The Lease may be renewed upon written application by the Lessee and shall be subject to such statutes and regulations as are then in force in the Province of Newfoundland and Labrador.
17. Any notice to be given hereunder shall be in writing and shall be given either by personally delivering the same or by sending the same by registered mail, postage prepaid, to the Lessee, FOX MARSH TRAILER PARK INC., C/O [REDACTED] COLEY'S POINT NL A0A 1X0 or to the Minister, Lands Branch, Howley Building, Higgins Line, PO Box 8700, St. John's NL A1B 4J6. Any notice so delivered shall be conclusively deemed given when personally delivered and any notice so mailed shall be conclusively deemed given on the third business day following the day of mailing, provided that in the event of a known disruption of postal service, notice shall be given by personal delivery only. Any address for notice herein referred to may be changed by notice to the other party in writing given pursuant hereto.

40(1)

SCHEDULE "C"

18. The maximum number of recreational vehicles permitted in the recreational trailer park shall be determined by the Minister.
19. No recreational vehicle campsite shall be cleared of vegetation, developed or occupied unless authorized by the Minister.
20. The Lessee shall be responsible for maintenance of the recreational trailer park road and any other infrastructure(s) in the recreational trailer park.
21. In addition to the annual rental as hereinbefore stated, the Lessee shall pay a development fee of **\$2350.00** per year, payable on the anniversary date of this Lease, for a term of five (5) years, with the first payment being due one (1) year from the date of execution of this Lease.
22. The Lessee must obtain all necessary permits from the Government Service Centre of the Department of Government Services.
23. This Lease shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador.