November 2, 2017

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, our file # TCII/24/2017

This is to confirm that on October 4, 2017 the Department of Tourism, Culture, Industry and Innovation received your request for access to the following record:

A copy of the following briefing notes provided to the minister: Meeting Note - East Link Lee Bragg and Arthur Taylor NL Tourism and UK Markets 2017 Newfoundland Hardwoods, Tank 18 Decommission T Railway to a Standard 15 Metre Boundary Phone Call with Eunice Fillier Main Guy Trestle Stephenville Crossing Update on proposed waterway provincial park in the Eagle River watershed

I am pleased to inform you that a decision has been made by the Deputy Minister for the Department of Tourism, Culture, Industry and Innovation to provide access to some of the requested information. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

Policy advice or recommendations

29. (1) The head of a public body may refuse to disclose to an applicant information that would reveal

(a) advice, proposals, recommendations, analyses or policy options developed by or for a public body or minister;
Disclosure harmful to the financial or economic interests of a public body

35. (1) The head of a public body may refuse to disclose to an applicant information which could reasonably be expected to disclose

(d) information, the disclosure of which could reasonably be expected to result in the premature disclosure of a proposal or project or in significant loss or gain to a third party;

Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

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 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.

Please be advised that responsive records 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 feel free to contact me phone at (709) 729-3356 or by e-mail at wcomeau@gov.nl.ca

Sincerely,

[Signature]

Wayne Comeau
ATIPP Coordinator
BRIEFING NOTE - Meeting Note
Department of Tourism, Culture, Industry and Innovation
Minister Mitchelmore Meeting with Mr. Lee Bragg and colleagues of Eastlink
Thursday, June 8, 2017 at 1:30 p.m.
Executive Boardroom (TCII)

Attendees: Minister Mitchelmore, Minister, Tourism, Culture, Industry and Innovation (TCII)
Bradley George, Executive Assistant to Minister, TCII
Marc Kielley, Assistant Deputy Minister, Regional Development and Diversification, TCII
Lee Bragg, Chief Executive Officer, Eastlink (bio attached)
Matthew MacLellan, President, Eastlink Wireless
Arthur Taylor, Regional Manager, Eastlink Newfoundland and Labrador operations

Purpose of Meeting:
• At the request of Mr. Taylor, this is an introductory meeting to provide an update on the recently completed establishment of cellular service in the greater St. John’s region.

• There is no formal agenda for this meeting.

• Eastlink has also invited the Minister to attend the official public announcement the introduction of cellular service for the province. The event will be held at the Rooms at 11:00 am on June 8, 2017.

Background:
• Eastlink is headquartered in Nova Scotia, employs over 1,500 people across Canada and offers ‘triple play’ communications and entertainment bundle combining TV, high speed internet, and local telephone service.

• Eastlink is a privately held company, which was founded in Amherst, Nova Scotia by the Bragg family, through the amalgamation of several telecommunications companies in 1969.

• Eastlink received its first cable license from CRTC in 1971 and became the first cable company in Canada to launch local telephone service as part of its cable entertainment offerings.

• Eastlink became a permanent Newfoundland and Labrador operation cable and ISP service company in 2007 with the acquisition of ‘The Amazing Persona’. The Amazing Persona was a Newfoundland owned rural cable provider. These cable operations were in local towns receiving cable signals directly from a satellite feed that was distributed throughout local communities via a local coaxial cable plant. The Amazing Persona acquired the cable license and infrastructure from Regional Cable, also a local owned Newfoundland and Labrador company.

• The Amazing Persona, just prior to being acquired by Eastlink, had established a contractual agreement with the Government of Newfoundland and Labrador ($15M) in
partnership with Rogers and MTS Allstream (now Zayo Group) to build a fibre plant from St. John's to Halifax for a total project cost of $52M. This infrastructure is referred to as the Atlantic Cable Facility (ACF). Government of Newfoundland and Labrador through TCII holds ownership of Indefeasible Right of Use (IRU) for fibre strands within the ACF.

- Eastlink contributed $19.9M in the $30M initiative through the Centre for Distance Learning and Innovation (CDLI), to bring broadband services to 68 schools and 103 communities. The project was funded equally by the federal government and government of Newfoundland and Labrador at $5M each. During the project, Eastlink also established broadband services to a further 65 communities.

- Eastlink won only one contract under the BRAND Initiative, which included 30 communities on the Bay de Verde Peninsula. Eastlink provided 49% of the total funding and there were no provincial funds in this project.

- Eastlink won one contract under the provincial Rural Broadband Initiative (RBI) to provide service to five (5) communities. The total cost of the project was $646K with RBI contributing $389K.

- Eastlink is the company of record for operation and maintenance of the ACF. Eastlink has established a use agreement of the ACF (Eastlink fibres) with TeleGreenland to allow access to establish a landing point at Milton, Trinity Bay. TeleGreenland established a Gigabit network from Newfoundland and Labrador to Europe via Greenland, Iceland and Denmark.

- Since 2007, Eastlink has invested in excess of $90M (2011 estimates) through its awarding of projects under BRAND, CDLI and RBI and infrastructure upgrades.

- Eastlink has participated in the last two wireless spectrum auctions issued by Innovation, Science and Economic Development. Under both auctions Eastlink has acquired wireless spectrum for the entire province of Newfoundland and Labrador.

**Agenda item #1 - Eastlink’s plans for cellular in rural NL**

- Eastlink under the provision of acquiring wireless spectrum has to make use of it or it will revert back to ISED. Eastlink has established cellular service in the greater St. John’s area.

**Analysis**

- The federal government has constitutional jurisdiction for telecommunications and regulates wireless service providers through the CRTC, and the placement of cell phone towers through the Department of Innovation Science and Economic Development.

**Potential Speaking Points**

- What are Eastlink’s plans and timelines to expand coverage to include the rest of the province, including service to Labrador?

- TCII is very interested in making cellular service available to all areas of the province as it will improve access for public safety, 911 service, tourism industry, business growth and health and education initiatives.
Proposed Actions
- TCII remains committed to working with carriers to improve cellular service in the province.

Agenda item #2 - CRTC Basic Telecommunications Service
- CRTC has established under Telecom Regulatory Policy CRTC 2016-496 that the shift in their regulations will be from voice-related issues to broadband related issues and the new targets established for broadband will be 50/10 - a tenfold increase in speed from 5/1 and for mobile broadband services (cellular) be made available to homes, businesses and along major transportation corridors.

- CRTC will be setting aside $750M over the next five years to achieve 90% of the target goal.

Analysis
- A substantial portion of the non-urban areas of the province does not have the infrastructure or capacity to achieve the target as identified by CRTC.

- Eastlink in all of its established presence within the province is capable of delivering on the CRTC target. This will be a prime opportunity for Eastlink to extend its footprint and provide for more competition in areas that are currently served by sub-standard 50/10 infrastructure.

Potential Speaking Points
- The Minister may wish to capture Eastlink’s views on the CRTC policy. How will it affect Eastlink? Will Eastlink be participating in the Initiative?

- The Labrador highway is a major transportation corridor that will require special attention in light of the CRTC policy.

Proposed Actions
- TCII will be preparing a submission and would appreciate any commentary from Eastlink that outlines their main points regarding the new policy.

Agenda item #3 - Eastlink’s participation in Connect to Innovate (CTI)
- ISED has issued a call for proposals to carriers and ISP’s to come forward with proposals to build out or improve broadband infrastructure. ISED has set aside $500M for this initiative, the deadline for applications was April 20, 2017.

- TCII had issued a letter of support to all carriers including Eastlink to help subsidize projects for NL. TCII did not hear back from Eastlink.

Analysis
- Both Bell Aliant and IceNet Atlantic have submitted proposals under the CTI initiative.

- TCII has submitted a letter to both Bell Aliant and IceNet Atlantic its willingness to partner on certain projects.
Potential Speaking Points
- The Minister may be interested in knowing if Eastlink has submitted proposals to ISED.

- The CTI initiative does recognize the need for carriers to improve their infrastructure which this program is geared towards. Are there any areas in the province that Eastlink foresees as potential bottlenecks to expansion or broadband improvements?

- The Minister may be interested in knowing if Eastlink has secured access to Muskrat Falls fibre plant. These are especially important issues as it relates to Eastlink making improvements to the Great Northern Peninsula and access into Labrador.

Proposed Actions
- No actions are required at this time.

Agenda item #4 - Atlantic Cable Facility (ACF)
- Government of Newfoundland (GNL) and Labrador through TCII is a partner in the ACF. TCII has encountered a number of repair costs to catastrophic breaks on the submarine component of the ACF. GNL has a maintenance free period for ten years that will come to an end in 2019. At that time, GNL will be responsible for ordinary maintenance of the ACF in proportion to its share in the ACF.

Analysis
- GNL, through TCII, holds ownership of indefeasible Right of Use (IRU) for fibre strands within the ACF.

Potential Speaking Points
- The Minister may request TCII and Eastlink to begin formal discussions on the cost and timelines.

Proposed Actions
- TCII officials will initiate discussions with Eastlink.

Prepared/Approved by: H. Keats/C. Gilliard/M. Kielley/T. Lomond
Ministerial Approval: Received by the Hon. Christopher Mitchelmore

June 6, 2017
Information Note
Department of Tourism Culture Industry and Innovation

Title: Newfoundland and Labrador Tourism and the UK Market

Issue: Background information on the UK Tourism Market for Atlantic Canada Trade and Tourism Mission to the EU June 11-16, 2017

Background and Current Status:

- Newfoundland and Labrador’s international tourism market (all countries excluding the US) represents approximately 4% of non-resident visitation to the province and has shown steady increases during the 2011-2015 period, reaching nearly 20,000 visitors in 2015.

- Accounting for nearly two in five international visitors to the province, or 1-2% of overall air and auto visitation, the UK is the province’s most significant international tourism market, growing from 6,200 visitors in 2011 to an estimated 7,100 visitors in 2015 (+15%).

### Travel from the UK to Newfoundland and Labrador

<table>
<thead>
<tr>
<th>Year</th>
<th># of Visitors</th>
<th>Expenditures ($M)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>6,200</td>
<td>$6.6</td>
</tr>
<tr>
<td>2012</td>
<td>6,600</td>
<td>$7.1</td>
</tr>
<tr>
<td>2013</td>
<td>6,800</td>
<td>$7.4</td>
</tr>
<tr>
<td>2014</td>
<td>7,100</td>
<td>$7.9</td>
</tr>
<tr>
<td>2015</td>
<td>7,100</td>
<td>$8.0</td>
</tr>
</tbody>
</table>

2011: Average stay of 6.4 nights

Source: 2011 Exit Survey Program and administrative data

- International visitors are attracted to the province by Gros Morne National Park, to experience nature (e.g. whales, icebergs) and beautiful scenery.

Marketing Activities:

- Newfoundland and Labrador Tourism’s marketing efforts in the UK are under the Atlantic Canada Tourism Partnership (ACTP). Refer to Briefing Note Overview – UK Travel Market Atlantic Canada Provincial Ministers’ Mission June 2017

- At present Newfoundland and Labrador is featured in over 24 UK tour operator/wholesaler programs including Barrhead Travel, Canadian Affair, The Independent Traveller and Titan Traveller.

- Tour programs to the province include cross province tours, city breaks, Fogo Island Long weekends, Tomtum Mountains National Park.

- In 2016 Newfoundland and Labrador Tourism hosted 31 UK/Ireland trade and media influencers. The Travel Trade Fams planned from the UK in 2017 includes the Destination Canada MEGA Fam scheduled for September 30-October 4, 2017 to St. John’s and the Eastern region of the province.

- Newfoundland and Labrador Tourism attends the following marketplaces directed at the UK market:
  - World Travel Market, London UK - November (ACTP delegation)
  - Rendez-vous Canada, held annually in Canada, in May.
Partnerships:

- St. John's International Airport Authority (SJIAA), in partnership with Destination St. John's, and Newfoundland and Labrador Tourism undertook a Travel Trade Initiative with Air Canada for the 2017 season.

- Funding for this initiative was provided to SJIAA under the Regional Development Fund in support of direct air access from Heathrow to St. John's.

- Marketing activities include support for travel trade through their consumer show attendance and advertising (including a reprint and distribution of National Geographic's 10 page editorial on Newfoundland and Labrador), advertising in travel trade targeted publications, hiring a General Sales Agent (GSA) in UK for travel agent training and sales, profile in Air Canada's media channels (i.e.: AC website, magazine, enews, digital and social media) and Air Canada support for travel media and travel trade fams to Newfoundland and Labrador.

- Ms. Lindsay Thomas is the General Sales Agent (GSA) for Destination St. John's (DSJ) in the UK and is working in partnership with Newfoundland and Labrador Tourism and St. John's International Airport authority. Ms. Thomas, formerly UK Marketing Manager for Ontario Tourism Marketing Partnership and now Director and Co-Founder of Leeds-based All About the Story (www.allaboutthestory.co.uk). She is a highly respected UK travel trade expert with ready access to key decision makers and travel influencers. Ms. Thomas has been to the province and had a previous consulting contract with Quirpon Island.

Prepared/Approved by: A. Peddle/ C. Murphy/T. Lomond
Ministerial Approval: Received from Hon. Christopher Mitchelmore (pending)

June 8, 2017
Title: Newfoundland Hardwoods Limited - Tank 18

Issue: To advise the Board of Directors for Newfoundland Hardwoods Ltd. of the Proposed Course of Action for Tank 18

Background and Current Status:
- Newfoundland Hardwoods Limited is a Crown Corporation that was established in 1950 to manufacture liquid asphalt and sell chemically treated poles and timber.

- In 1995, the Province privatized Newfoundland Hardwoods, selling its asphalt operations to Irving Oil Limited and its pole and timber division to Wood Preservation Industries Limited of Quebec. As a condition of the sale, Government provided environmental indemnities to both companies and therefore remains liable for environmental contamination.

- While Newfoundland Hardwoods Limited is presently inactive as a Crown Corporation, a Board of Directors was established to address any outstanding issues arising subsequent to the sale. The Board consists of senior public servants from the Department of Tourism, Culture, Industry and Innovation (TCII). The corporation does not have its own staff. TCII provides administrative support to the Board. To date, all outstanding issues have been addressed with the exception of decommissioning one storage tank, Tank 18.

- Tank 18 is an aboveground field erected steel storage tank that has a capacity of approximately 1,908,000 litres. The tank has not been used in several years and reportedly contains about 600 to 700 cubic metres of contaminated soil. The bulk of the contaminated soil was placed into the tank during the investigation of a pentachlorophenol (PCP) spill prior to the sale of the assets of the facility in 1995. The tank is sealed and inspected regularly. In its present condition it poses no known environmental threat, however given its contents it is considered to be potentially hazardous over the long term.

- The Newfoundland Hardwoods Limited Board of Directors felt it was necessary to consider viable options for the mitigation of environmental risks associated with the tank. In June 2011, Stantec Consulting Limited provided an assessment and options report regarding the mitigation of the environmental risks associated with the tank. Based on the site review various options and associated cost estimates were presented. The preferred option based on the soil sampling analysis and the findings of the options assessment, was for Newfoundland Hardwoods Limited to consult with the provincial Department of Environment and Conservation to determine whether the contents of storage tank No. 18 could be placed at an appropriate location on the site. Given that the soils originated from the site during an investigation of a spill, this option appeared to be the most feasible approach, both economically and practically. Stantec also recommended that the storage tank be dismantled by a contractor with experience in tank dismantling and with the appropriate equipment to carry out the work in a safe cost effective manner. Limited soil sampling of the stockpiled soil identified that PCP concentrations exceeded the applicable guidelines and with the exception of Benzo(a)pyrene no concentration of other contaminants (i.e., TPH/BTEX, PAHs, VOCs and available metals) exceeded applicable guidelines. However, characterization was limited to the upper section of the stockpile closest to the access door previously cut in the lower portion of the tank's sidewall. The soil samples were collected with the aid of an excavator.
• The Department of Environment & Conservation advised that the contained material met the definition of hazardous waste, and as such disposal on site or at any site in the province would not be approved. Since the soil samples had been limited to the upper section of the stockpile (closest to the access door), it was determined that further site testing was necessary to inform a suitable course of action. Stantec has been engaged on an ongoing basis since 2012 regarding a potential long term solution.

• In the fall of 2015, Stantec was conducted a structural assessment of Tank 18 to ensure that the collection and testing of the soil can be successfully and safely completed. Upon completion of the structural assessment, Stantec was also tasked with providing a work plan containing further direction and options.

• In January, 2016 Stantec presented to BTCRD an inspection and work plan report. The report indicates that the tank posed the same significant corrosion and defects as presented in their 2011 review. It was noted that the significant corrosion and defects of the tank could lead to potential for contaminants to leak out of the tank. It was further noted that the tank has multiple sites for water and contaminant egress such as nozzles, repair sites and openings. However, the shell structure itself is largely intact, only suffering surface corrosion and has retained the majority of its thickness and strength based on their observation. It is Stantec's opinion that the risk of any imminent structural failure of the tank is low. However, due to the defects present, it is not economically feasible to repair the tank to a suitable standard to return to service.

• Stantec reported that the remaining safety concern regarding access to the tank is its roof. The roof could not be assessed during their inspection as there was no safe means to scale the tank. The next recommended course of action is to engage a third party inspector to review the roof plate and rafters for structural integrity. Once the structural integrity of the roof is confirmed then the proposed work plan can be commenced. A summary of the work plan is presented in Annex A.

• At its annual meeting on June 3, 2016, the Board of Directors for Newfoundland Hardwoods Limited provided direction to:
  
  o proceed with the recommendations of Stantec to hire a third party inspector to determine structural integrity of roof plate and rafters of Tank 18;
  o in relation to (1) above, to develop a Terms of Reference in consultation with Stantec; and
  o upon completion of the roof inspection, to examine associated costs in relation to the next proposed piece of remediation work.

    Board Minute NHL 16-06-03-04-HQ refers.

• The proposed work plan did not provide an estimate of costs associated with the recommended course of action. TCII officials met with representatives of Stantec in October, 2016 who agreed to prepare updated Scope of Work with cost estimates included. As a result of inclement weather during the winter months, it was not deemed safe to move forward with the roof testing until conditions improved in the spring. Stantec submitted the Scope of Work to the Department in May, 2017 (see Annex B). It is noted that this document constitutes the 'Terms of Reference' as requested by the Board.

Analysis:
• A breakdown of the estimated costs (not inclusive of HST), as presented in the Scope of Work document submitted by Stantec, is provided below:
<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof Inspection</td>
<td>$12,000</td>
</tr>
<tr>
<td>Tank opening &amp; soil sampling</td>
<td>$7,500</td>
</tr>
<tr>
<td>Site supervision</td>
<td>$4,600</td>
</tr>
<tr>
<td>Analytical Testing</td>
<td>$3,500</td>
</tr>
<tr>
<td>Project Management &amp; Reporting</td>
<td>$8,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$36,100</strong></td>
</tr>
</tbody>
</table>

- As noted above, the roof inspection will be carried out by a third party subcontractor hired by Stantec. The subcontractor will provide the necessary equipment to inspect the roof structure of Tank 18 (i.e. hydronic lift) and complete the inspection, including ultrasonic thickness testing of the roof plates. If the engineering review shows that the roof structure is safe, then they will proceed with the next steps required for testing the soil.

- As per the recently prepared audited financial statements, Newfoundland Hardwoods Ltd. has over $103,000 in cash on hand. Therefore, the corporation has sufficient funds to move forward with this additional testing, which will be critical to determining the necessary remediation actions.

- In comparison to similar services provided in 2011, though higher, the costs reflected above appear reasonable given the testing conducted with be more in depth and require a greater degree of work to enter the tank to secure sufficient samples.

- On June 14, 2017, the Board of Directors approved the most recently proposed work plan for Tank 18 by Stantec. It was also agreed that the Board would reconvene to discuss next steps for remediation pending the outcome of this work. Board Minute NHL 17-08-14-03-HQ refers.

- There is possibility that the proposed remediation efforts for Tank 18 will exceed the funds available within the corporation. However, in accordance with the Environmental Indemnity Agreement and discussions held with the Department of Justice and Public Safety, the Province itself would likely be liable for any remediation efforts required to Tank 18 rather than Newfoundland Hardwoods Limited. In any event, in conformance with (3) above, TCII will bring forward to the Board the proposed remediation efforts and estimated costs resulting from this next piece of work.

**Action Being Taken:**

- In concurrence with the Board’s direction of June, 2016 and June, 2017, the Department is proceeding with the recommendations of Stantec to hire a third party inspector to determine structural integrity of roof plate and rafters of Tank 18.

- Pending a satisfactory outcome of the structural integrity of the roof, TCII officials will advise Stantec to proceed with subsequent testing, as has been outlined in the proposed scope of work.

- TCII will return the findings of the remedial options report to the Board of Directors and obtain further direction. TCII has requested that the Stantec proceed with the work plan under the condition that it will aim to have the final assessment and remedial options evaluation submitted to Newfoundland Hardwoods Limited by no later than September 30, 2017.

- It is anticipated that once the next phase of remediation has been completed to the extent possible (given the limited budget available) and the Department has reasonable assurance that there is no immediate environmental concern, TCII will take steps to dissolve
Newfoundland Hardwoods Limited. Any remaining funds will be returned to the Crown at that time. As indicated, if any future work was required as a result of the Environmental Indemnity Agreement, then responsibility would rest with Government, and in the event that there are remaining funds, then these would be applied against any future claims.

Prepared/Approved by: J. Collins/L. Price/T. Lomond
Ministerial Approval: Received from Hon. Christopher Mitchelmore

July 4, 2017
**Annex A**

**Tank 18 Work Plan**

*As proposed by Stantec*

*January 13, 2016*

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>A detailed Health and Safety plan to be prepared and reviewed by all parties working at the site.</td>
</tr>
<tr>
<td>2.</td>
<td>Approved contractor to remove existing welded plate to gain access to tank’s interior.</td>
</tr>
<tr>
<td>3.</td>
<td>Evaluate air quality inside tank to assess whether confined space entry is required.</td>
</tr>
<tr>
<td>4.</td>
<td>Pending satisfactory outcome of air quality testing, two-person crew to access the tank and complete soil sampling.</td>
</tr>
<tr>
<td>5.</td>
<td>Soil sampling should evaluate horizontal and vertical distribution of impacted soil. Specific chemicals of concern for analysis are: petroleum hydrocarbons, polychlorinated biphenyls, pentachlorophenol, volatile organic compounds and available metals.</td>
</tr>
<tr>
<td>6.</td>
<td>Upon completion of the analysis, a remedial options evaluation should be completed. This evaluation would evaluate various remedial/disposal options for the soil based on the identified impacts from the detailed sampling. The remedial options evaluation would also include cost associated with each relevant remedial/disposal method.</td>
</tr>
<tr>
<td>7.</td>
<td>Submission of a detailed report documenting the work completed and the remedial options evaluation.</td>
</tr>
</tbody>
</table>
Annex B
Tank 18 - Scope of Work and Costing
As proposed by Stantec
May 19, 2017
Attention: Ms. Julie Collins  
Senior Account Officer, Business Analysis Division  
Department of Tourism, Culture, Industry & Innovation  
Government of Newfoundland and Labrador  
P.O. Box 8700, St. John’s, NL, A1B 4J6  

Email: juliecollins@gov.nl.ca  

Reference: Newfoundland Hardwoods Tank 18 2017 Proposed Work Plan

Further to your request, Stantec Consulting Ltd. (Stantec) is pleased to submit this proposal to further evaluate the structural integrity of Tank 18 (in particular the roof structure) and assessment of the impacted soils stored within Tank 18 located at the former NL Hardwoods site in Clareville, NL.

BACKGROUND

In May 2011 Stantec Consulting Ltd. (Stantec) completed an “Assessment and Options Analysis Report” for an aboveground storage tank (Tank 18) located at the above-mentioned facility for the Department of Innovation, Trade and Rural Investment – NL Hardwoods at that time. The purpose of the assessment and options analysis report was to provide guidance to NL Hardwoods as to the possible options for divestiture and/or mitigation of risk with respect to this storage tank. As part of this assessment impacted soil that was previously placed in the tank during onsite remediation was evaluated as it was reported that the tank likely contained a combination of the following: gravel, asphalt, chromium arsenic preservative, pentachlorophenol preservative, creosote preservative, and light distillate product. Considering the potential issues associated with the disposal of the above-mentioned materials and products, an attempt was made to collect representative soil samples from the tank for analysis of various parameters at a certified laboratory. Only limited sampling of this material could be completed at the time due to accessibility. Based on the site review various options and associated cost estimates were presented. The preferred option based on the soil sampling analysis and the findings of the options assessment, was for NL Hardwood to consult with the Newfoundland Department of Environment and Conservation to determine whether the contents of storage tank No. 18 could be placed at an appropriate location on the site. Given that the soils originated from the site during an investigation of a spill, this option appears to be the most feasible approach, both economically and practically. Stantec also recommended that the storage tank be dismantled by a contractor with experience in tank dismantling and with the appropriate equipment to carry out the work in a safe cost effective manner.

Limited soil sampling of the stockpiled soil identified that PCP concentrations exceeded the applicable guidelines and with the exception of Benzo(a)pyrene no concentration of other contaminates (i.e., TPH/BTEX, PAHs, VOCs and available metals) exceeded applicable
guidelines. However, characterization was limited to the upper section of the stockpile closest to the access door previously cut in the lower portion of the tank’s sidewall. The soil samples were collected with the aid of an excavator.

In reviewing the file in September 2014 to evaluate go forward options to address Tank 18, some of the issues associated with collecting the appropriate soil samples to characterize the soil that was noted to be stockpiled at a height of approximately 5.5 m on the opposite side of the tank in which the sampling took place were:

1. Overall Structural Stability of Tank 18. Is it safe to enter the tank with equipment or people to complete the necessary sampling?
2. If the tank is accessible then confined space entry practices would have to be employed if people did have to enter the tank.
3. Presence of the heating coil at the base of the tank (estimated to be located approximately 1.5 m from base of tank) which will prevent access to the lower soil levels for sampling.
4. The heating coil may contain a petroleum base liquid that if ruptured during sampling causing additional impacts.

With these limitations and safety concerns posed due to the poor condition of the tank, before proceeding with any additional work at Tank 18 an assessment of Tank 18 was recommended.

A visual assessment was completed in the fall of 2015 and reported in January 2016. The tank is an aboveground API 12C storage tank that is 48 ft in diameter and 40 ft high. The tank was originally constructed in 1959 and contained heated liquid asphalt until it was taken out of service prior to 1995. After being taken out of service, the tank had a 12’x14’ high access opening installed to allow the storage of a large quantity of impacted soil in the tank.

Tank 18 was last assessed by Mr. Sean Cashin, P. Eng. of Stantec in 2011 for Mr. Ken Thompson. The review at this time noted significant corrosion and defects of the tank that would lead to the potential for contaminants to leak out of tank. This report also outlined several options for the repair and return to service of the unit. Since this inspection there have been no upgrades to the tank.

During the inspection carried out on October 30, 2015 it was noted that the same significant defects and issues with Tank 18 are present from the 2011 review. The unit has major openings and poorly lap welded patch plates on the lower part of the shell. The tank is exhibiting signs of significant localized pitting corrosion and average general surface corrosion over the entire shell and roof. Due to the defects present, it was the opinion of Stantec that it is no longer economically feasible to repair this tank to a suitable standard to return to service. The unit at present has multiple sites for water and contaminant egress such as the nozzles, repair sites and openings.

Design with community in mind
May 19, 2017
Ms. Julie Collins
Page 3 of 6

Reference: Newfoundland Hardwoods Tank 18 Inspection

While the unit is not suitable to use as a tank again, the shell structure itself is largely intact with only moderate deformities and settlement noted over most of the shell. The shell plating is largely only suffering from surface corrosion and retains the majority of its thickness and strength based on what can be observed at site. It was the opinion of Stantec that the risk of any imminent structural failure of the tank shell is low.

In order to gain access to the tank, the remaining safety concern is the roof of the tank. This could not be assessed during the site visit as there was no safe means to scale the tank. Prior to allowing entry to the unit, an independent third party inspector should review the roof plate and rafters for structural integrity. This inspection will require a man basket or similar equipment for safe access.

Once the roof inspection has been completed and if the roof has been determined to be structurally intact, the follow up work to assess the impacted soils within the Tank may proceed.

**SCOPE OF SERVICES**

Based on the current knowledge of the Site and work complete to date, Stantec proposes the following tasks be completed as part of the proposed 2017 work plan:

1. Prior to completion of any work at the Tank 18 site, a detailed Health and Safety plan specific to the planned work for Tank 18 should be prepared and reviewed by all parties working at the site.

2. Hire a subcontractor to provide the necessary equipment to inspect the roof structure of Tank 18 (i.e., hydraulic lift) and complete the inspection including ultrasonic thickness testing of the roof plates. If engineering review shows the roof structure is safe then proceed with the following steps.

3. Have an approved contractor remove the existing welded plate that has been welded over the previous opening that was cut into the tank to gain access to the tank interior.

4. Evaluate the air quality inside the tank in order to assess if confined space entry will be required.

5. Once the air quality inside the tank has been evaluated and a safe mode of entry has been determined (i.e., confined space required or not) a two-person crew would access the tank to complete sampling of the impacted stock piled soil previously stored in the tank.

6. The soil sampling program should be designed to evaluate the horizontal and vertical distribution of impacts in the stock piled soil stored inside tank 18. Suggested chemicals of concern to analyze the collected soil samples for are, petroleum hydrocarbons.
polyaromatic hydrocarbons, polychlorinated biphenyls, pentachlorophenol, volatile organic compounds and available metals.

7. Once the analytical results have been obtained and a distribution of the impacts (if any) within the stockpiled soil have been mapped out, a remedial options evaluation should be completed. The remedial options analysis would evaluate various remedial/disposal options for the soil based on the identified impacts from the detailed sampling program. The remedial options evaluation would also include cost associated with each relevant remedial/disposal method.

8. Submission of a detailed report documenting the work completed and the remedial options evaluation.

Note that the property owner must grant permission to complete the intrusive investigation before Stantec can proceed.

Stantec will not be responsible for any damages incurred if utilities are encountered on the Site during the field investigation or the structural integrity of Tank 18 after the work has been completed and the Tank is secured to its current condition. Stantec will not be responsible for any damage to any asphalt paved or landscaped areas or the repair of these areas, if present.

The field work will be carried out following Stantec’s standard operating procedures for carrying out subsurface investigations and the field work will be supervised full time by an experienced environmental technician.

The proposed scope of work is based on the assumption of the following site conditions: the structural integrity of the roof structure is intact and access as planned will be permissible. If current site conditions are found to be different upon the site visit, the client will be notified prior to conducting any additional work other than that proposed in the current scope of work.

REPORTING
The assessment and remedial options evaluation will be presented in a combined bound report. We will provide three (3) bound copies of the report and one (1) electronic copy in PDF format.

SCHEDULE
The scheduled start date of the field work for the roof assessment and subsequent assessment will be dependent on site access. It is anticipated that it will take one day to complete the roof inspection with a report from the inspector within one week two (2) days at the Site to complete the sampling program (remove door, complete sampling program and replace door). Soil samples will be submitted to Maxxam Analytics in St. John’s, NL and Bedford, Nova Scotia for analysis immediately following the field programs. Laboratory results should be received within seven (7) to
May 19, 2017  
Ms. Julie Collins  
Page 5 of 6

**Reference:** Newfoundland Hardwoods Tank 18 Inspection

Ten (10) business days of submission. The report will be submitted within three weeks of receipt of laboratory results. If the start date of the field work is delayed due to unforeseen circumstances (i.e., weather, mechanical breakdown, etc.), the client will be notified immediately. Stantec can initiate this work within one week's notification of approval.

**COST**

Stantec will perform this work in accordance with our standard Terms and Conditions (attached). Work will be invoiced according to our standard schedule of charges and actual services provided. Please note HST is extra to all prices quoted herein. An 8% mark-up is added to professional fees to cover office and administration costs (e.g., copies, taxes, phone, etc.). Third party disbursements are marked up by 10%. All costs quoted include applicable mark-up rates. The opinion of probable cost assumes the work will be conducted using personnel from our St. John’s, NL office. Stantec will not exceed this opinion of probable cost without prior approval from the client. A cost for the local mobilization/demobilization for the required equipment is included within the opinion of probable cost. The quotation for laboratory testing is based on a regular turn-around time (TAT).

The opinion of probable cost for conducting the proposed work plan is $36,100.00 plus HST. This cost does not include any items that may be related to the implementation of the remedial options evaluation.

A breakdown of the expected costs is provided below.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roof Inspection – includes equipment, operator, inspector, UT testing, and letter report</td>
<td>$12,000</td>
</tr>
<tr>
<td>Tank opening, confined space entry, air monitoring, soil sampling</td>
<td>$7,500</td>
</tr>
<tr>
<td>Site Supervision (Stantec field technician includes hours (30), meals, accommodations)</td>
<td>$4,600</td>
</tr>
<tr>
<td>Analytical testing (BTEX/TPH, PAHs, metals, PCP, leachable Metals, and PCP) allowance</td>
<td>$3,500</td>
</tr>
<tr>
<td>Project Management and Reporting</td>
<td>$8,500</td>
</tr>
</tbody>
</table>

*Design with community in mind*
May 19, 2017  
Ms. Julie Collins  
Page 6 of 6  

Reference: Newfoundland Hardwoods Tank 18 Inspection

CLOSURE

We trust that this proposal is acceptable. We look forward to working with you on this project. If you have any questions, or require further information, please contact Jim Slade at (709) 576-1458 or by e-mail at james.slade@stantec.com.

If you wish to proceed with this work, please advise.

Regards,

STANTEC CONSULTING LTD.

Jim Slade, P.Eng., P.Geo.  
Principal, Senior Environmental Engineer
The following Terms and Conditions are attached to and form part of the Proposal for Professional Services for [redacted] to be performed by STANTEC and together, when the CLIENT authorizes STANTEC to proceed with the services, constitute the AGREEMENT.

DESCRIPTION OF WORK: STANTEC shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and STANTEC. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

COMPENSATION: Payment is due to STANTEC upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle STANTEC, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of STANTEC’s invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated. On termination by either party, the CLIENT shall forthwith pay STANTEC all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC’s field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, STANTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, STANTEC will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney’s fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of STANTEC. It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to STANTEC for the SERVICES or Select fees closest to those anticipated (round up). No claim may be brought against STANTEC more than two (2) years after the cause of action arose. As the CLIENT’s sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC’s employees, officers or directors.

STANTEC’s liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys’ fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages
caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of STANTEC. In the event STANTEC’s documents are subsequently reused or modify in any material respect without the prior consent of STANTEC, the CLIENT agrees to defend, hold harmless and indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC’s discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC’s standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC’s written consent.

FIELD SERVICES: STANTEC shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor’s failure to carry out the work in accordance with the contract documents. STANTEC shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. STANTEC shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and STANTEC shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part thereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and STANTEC.
Information Note
Department of Tourism, Culture, Industry and Innovation

Title: Eagle River

Issue: Update on the proposed waterway provincial park in the Eagle River watershed, Labrador

Background and Current Status:
- On February 5, 2010, government announced in a News Release its intent to establish a waterway provincial park in the Eagle River watershed adjacent to the Mealy Mountains National Park Reserve (see map in Annex 1). The proposed provincial park is located in central Labrador and will encompass almost the entire length of the Eagle River (approximately 140 kilometres), totaling an area of approximately 3,000 square kilometres.

- The Eagle River is an important and highly productive waterway for Atlantic salmon and the area includes important summer and winter range for the threatened Mealy Mountains woodland caribou herd.

- Establishment of the Eagle River Waterway Provincial Park was strongly promoted in 2011 by The Friends of Eagle River (FOER), a group that was active in seeking to protect and promote the Eagle River. In 2011, the members included the Canadian Boreal Initiative, the Atlantic Salmon Federation, and the residents and outfitting communities of central and southern Labrador, particularly Rifflin' Hitch Lodge.

- In their commitment to increasing awareness and appreciation of the natural and cultural importance of the Eagle River watershed, FOER undertook the following initiatives in 2011:
  - On Canadian Rivers Day the group organized an interactive presentation to grade four students at Queen of Peace Middle School in Happy Valley Goose Bay
  - The group invited Nova Scotia author Harry Thurston to join them in a tour of the Eagle River watershed to develop an article for Saltscapes, a magazine showcasing Atlantic Canada.
  - On December 1, 2011, the group organized a Gala Dinner at Raymonds Restaurant in St. John's, to raise awareness of their campaign to help conserve the Eagle River.

- Limited planning on provincial park establishment has occurred to date due to the focus of staffing resources on the land transfer negotiations and implementation for the Mealy Mountains National Park which concluded in the spring of 2017.

- In support of the recommendations of the Feasibility Steering Committee, the province committed to allow defined traditional land use activities in the waterway provincial park. The same traditional land uses will be permitted in the national park as per the Land Transfer Agreement. One such traditional land use is domestic harvesting of firewood for personal use. JPS advises that to allow this activity in the waterway provincial park, changes will be required to the Provincial Parks Act.

- One provision of the Land Transfer Agreement was support from Parks Canada to assist the province with the planning and establishment of the waterway provincial park.

- In 2016, Parks Canada provided funds for helicopter transport and travel for four GNL staff to conduct a field assessment of the Eagle River area.
• TCII has requested that the Parks Canada funding support for 2017/18 ($25K) be deferred for a total funding contribution of $50K in 2018/19.

Analysis:
• On August 13, 2010, the Minister of Environment and Conservation made a public commitment to conduct public consultations prior to establishment of the Eagle River Waterway Provincial Park. This commitment was part of an interview with CBC Radio-Goose Bay regarding establishment of the waterway park. Note public consultations are not required under Provincial Parks Act. A review of whether public consultations need to be held will be conducted during the preparation of the work plan referenced below.

• In February 22, 2017, Ministers Responsible for Parks, Protected Areas, and Biodiversity Conservation launched the Pathway to Canada Target 1. The target is that "By 2020, at least 17% of terrestrial areas and inland water, and 10% of coastal and marine areas, are conserved through networks of protected areas and other effective area-based conservation measures."

• The goal of the Pathway project is "In partnership with Indigenous Peoples and relevant sectors of Canadian society, produce a pathway, grounded in science and traditional knowledge, to establish a coordinated and connected network of parks and conservation areas throughout Canada that will serve as the cornerstone for biodiversity conservation for generations to come."

• The Minister of TCII is responsible for Parks while the Minister of FLR is responsible for Protected Areas, Biodiversity Conservation, and marine and coastal areas.

• A meeting of Ministers Responsible for Parks, Protected Areas, and Biodiversity Conservation is planned for early 2018. If park planning for the Eagle River can be advanced in the coming months, it would provide the Minister with the opportunity at the Ministers meeting to recommit to the establishment of a provincial park along the Eagle River by 2020 as NL Parks contribution to the Pathway nationally.

Action Being Taken:
• Parks Division has requested that Parks Canada re-profile the 2017/18 funds to 2018/19 for a total of $50,000 in federal funds next year to support park planning for the Eagle River.

• Parks Division will prepare a work plan and budget submission for 2018/19.

Prepared/Approved by: S French/C Murphy
Ministerial Approval: Received from Hon. Christopher Mitchelmore (pending)

August 22, 2017
Decision Note
Department of Tourism, Culture, Industry and Innovation

Title: T'Railway Provincial Park – Establish a Standard Maximum Boundary Width

Decision/Direction Required:
- Establish a standard maximum boundary width by decommissioning the area outside a corridor of 50 feet (15.24 metres) along the length of the T' Railway (Town of Channel - Port aux Basques to City of St. John’s) to reduce red tape for the public and the land administration for government.

Background and Current Status:
- The Newfoundland Railway was closed in 1988 and the lands were transferred to the Province in 1993.
- The T' Railway Provincial Park was proclaimed in 1997 based on Special Plan surveys provided by the Canadian National Railway.
- The T' Railway Provincial Park was established as a multi-purpose recreational trail for the province. The core recreational activities are hiking, biking, horseback riding, snowmobiling, ATVing and cross-country skiing.
- The T' Railway Provincial Park extends approximately 880 km from Channel - Port Aux Basques to St. John's passing through 40 municipalities. It contains approximately 133 bridges. All of the critical infrastructure including trestles and culverts lie within the core 50 foot (15.24 m) corridor.
- The legal description for the T' Railway Provincial Park exists only on 39 hardcopy Special Plan survey rolls that are 1 metre wide by 15 or 30 metres long. The surveys are dated October 1, 1953. The boundary width varies from 15.24 metres to 121.92 metres in many places across the island and is often asymmetrical. This variability complicates land management and enforcement. For example, every enquiry entails a review of the relevant survey to ascertain the exact boundary width (see Annex A).

Analysis:
- The area proposed for decommissioning provides no benefit to the overall continuity of the T' Railway Provincial Park. A standard corridor or maximum park width of 50 feet will provide sufficient space for the core transportation corridor, ditching and a vegetative barrier where required.
- Note in some cases the park width may be less than 50 feet due to topography, erosion, or pre-existing titles.
- The area proposed for decommissioning is any park land that exists beyond 25 feet (7.62 metres) on each side of the centerline, i.e. beyond a total width of 50 feet or 15.24 metres (see Annex B) for the length of the T' Railway Provincial Park.
- There have been approximately 40 decommissioning and commissioning actions in the T' Railway Provincial Park. Most are related to residential properties, with a few related to commercial properties, natural resources matters, and land swaps. The process can be quite complex involving all levels of government in two or more departments.
• There are currently 15 requested decommissionings under review by Parks Division. The standardization of the width of the park would address all 15 requested decommissionings and significantly reduce the likelihood of future requests, e.g. eliminate the need to do 15+ separate decommissioning orders requiring Ministerial approval and gazetting by Legislative Counsel.

• There are many structural encroachments (houses, sheds, commercial buildings, parking lots, etc.) that fall within the current T'Railway Provincial Park boundary but outside of the proposed 50 foot corridor, that are in direct violation of Section 8. of the Provincial Parks Regulations.

• For example, if this recommendation to create a standard T'Railway corridor width is approved, in a 200 metre section in the Town of Gallants, four residences would be removed from the T'Railway Provincial Park. In a 300 metre section at Pond Crossing (Gaff Topsails) 30 structures (cabins and sheds) would be removed and in a 250 metre section at the Gaff Topsails 10 more structures would be removed by this action. In most instances these cottage owners cannot obtain legal title to their property because their cottages are inside the T'Railway Provincial Park boundary. This recommendation would address these issues.

• Section 4.(2) of the Provincial Parks Act provides authority to the Minister to increase or decrease the area of the T'Railway Provincial Park via an Order published in the Newfoundland Gazette. A cabinet paper is not required.

• As per Section 4.(3) of the Provincial Parks Act “Land removed from the Newfoundland and Labrador T'Railway Provincial Park under subsection (2) shall revert to the Crown.”

• As per above, removal of this area from the T'Railway Provincial Park will remove park status from the affected areas and result in these areas reverting to the Crown. The Crown Lands Administration Division of Fisheries and Land Resources would continue to be responsible for managing and dispersing the lands as appropriate.

• This action will not increase or shift workload from Parks Division to Crown Lands Administration Division; rather it will do away with Parks Divisions unnecessary involvement in these purely land administrative matters and reduce red tape and public wait times for these types of requests.

• There are 6 leases and 2 licences active in the T'Railway Provincial Park (see Annex D). The park also represents the portion of the Trans Canada Trail in NL. The Trans Canada Trail, a strictly recreational trail, is due for completion in 2017. None of these relationships will be adversely affected by the simplification and standardization of the T'Railway boundary.

• Parks Division has received a legal opinion from the Department of Justice and Public Safety confirming that existing lease and licence agreements will remain in effect after the decommissioning and be managed by Crown Lands Administration Division.

• This streamlined boundary will free up staff resources at Parks Division to concentrate on other core objectives.

• Parks Division regularly responds to boundary enquiries from government departments (enforcement issues, mines and forestry issues, agrifoods issues, Crown Lands issues,
etc.), industry stakeholders, and the public. The standardized boundary will simplify matters relating to these types of enquiries from all stakeholders.

- Both the Newfoundland T’Railway Council and the Newfoundland and Labrador Snowmobile Federation have been consulted on this proposal and are supportive of this initiative which will simplify enforcement, reduce land administration, and enable Parks Division staff to focus on other core business.

- Parks Division submitted an Interdepartmental Land Use Committee Referral (#1668) to seek interdepartmental comments. There were no substantive concerns.

- Parks Division will advise key government departments (NR, FLR, MAE) upon completion of the boundary simplification.

- The Department may wish to issue a public advisory to inform the public of the change, particularly adjacent land holders and municipalities who may have interest in the decommissioned land.

- A general description of the area to be removed from the T’Railway Provincial Park is described in Annex C.

Alternatives:
- Proceed to decommission the sections of the T’Railway Provincial Park outside the 50 foot (15.24 metre) boundary.
  - This will significantly decrease the administrative burden on Parks staff, the Executive of the Department of Tourism, Culture, Industry and Innovation, Justice and Legislative Counsel, that are currently required to assess and process requests for decommissioning.
  - The simplified boundary will reduce red tape because Parks Division will be removed from most routine boundary width enquiries. Parks Division will no longer be involved in Crown land administrative matters thus reducing the length of time it takes to process these requests for the public.
  - If approved, Parks Division will contact Legislative Council to draft the Order for Ministerial signature, followed by publication in the Gazette.

- Status Quo
  - Land remains as the T’Railway Provincial Park under the management of Parks Division.
  - Significant administrative burden associated with the park management and administration will remain with Tourism, Culture, Industry and Innovation and Legislative Counsel.

Prepared/Approved by: J. Bannister/G. Bailey/S. French/C. Murphy/T. Lomond
Ministerial Approval: Received from Hon. Christopher Mitchelmore

July 26, 2017
Annex C

The area described in this Schedule is decreased by removing the following parcels of land:

All those pieces or parcels of land located between the Town of Channel – Port aux Basques and the City of St. John’s in the province of Newfoundland and Labrador, described and delineated at the Registry of Crown Titles in Special Plans 17 to 20, 22, 23, 25 to 28, 34 to 40, 42 to 61 and 65, abutted and bounded as follows, that is to say:

All those pieces and parcels of land outside a Newfoundland and Labrador T’Railway Provincial Park boundary width of 15.24 metres in total, more particularly described as 7.62 metres on each side of the centreline, more or less;

Reserving and excepting out of the above described piece or parcel of land, however, all those pieces and parcels of land lawfully alienated from the Crown.
## Annex D

<table>
<thead>
<tr>
<th>Name</th>
<th>Tenure Type</th>
<th>Term of Agreement</th>
<th>Expiry Date</th>
</tr>
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<tbody>
<tr>
<td>City of St. John's</td>
<td>Lease</td>
<td>50 Years</td>
<td>Sep. 10, 2056</td>
</tr>
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<td>City of Mount Pearl</td>
<td>Lease</td>
<td>50 Years</td>
<td>Aug. 6, 2057</td>
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<td>Town of Conception Bay South</td>
<td>Lease</td>
<td>25 Years</td>
<td>Oct. 14, 2038</td>
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<td>City of Corner Brook</td>
<td>Lease</td>
<td>50 Years</td>
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<td>Town of Channel - Port aux Basques</td>
<td>Lease</td>
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<td>Newfoundland &amp; Railway Council</td>
<td>Lease</td>
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<td>Clarenville Heritage Society</td>
<td>Licence to Occupy</td>
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BRIEFING NOTE - Meeting Note
Department of Tourism, Culture, Industry & Innovation
Fillier’s Logging
Teleconference (August 9, 2017, 9:00am)

Attendees: Hon. Christopher Mitchelmore, Minister of Tourism, Culture, Industry & Innovation
Eunice Fillier, Office Manager at Fillier’s Logging

Purpose of Meeting:
- A telephone conversation between the Minister and Ms. Eunice Fillier to discuss Ms. Fillier’s concerns relating to the Active Energy Group Plc. Proposal.

Background:
- Active Energy Group Plc. (AEG) is a biomass energy company based out of the United Kingdom with substantive business operations in Ukraine (www.active-energy.com). The company has three main lines of business:
  o Timberland development services
  o Industrial wood fibre production
  o Biomass coal replacement fuels (Steam exploded wood pellets)
- AEG is listed on London Stock Exchange and reported revenue of $US22,293,153 in 2015 and $US19,196,559 in 2016, primarily from production of industrial wood chips in Ukraine sold to medium density fibre board (MDF) producers in Turkey. Despite the company’s sales figures it has accumulated losses to date of almost $22 million US.
  - AEG has submitted a proposal to the government of Newfoundland and Labrador
  - Trevor Fillier (Eunice) is a current commercial operator in FMD 18 in Roddickton. His permit volume is just under 3000m3 annually (2762m3).

Agenda item #1 (Issue #1)
To discuss any concerns that may be raised by Ms. Fillier.

Analysis
- The Department of Fisheries and Land Resources (DFLR) is working with AEG to develop an acceptable Forest Management Agreement. The initial draft had several items that were of concern to DFLR.
- TCII has not been provided a copy of the original proposed Forest Management Agreement but,
• The major projects group of TCII is currently analyzing the proposal, along with the Department of Finance, ... 29 (1) (a) ...

Suggested Talking Points:
• Forest Management Agreement is reviewed by the Department of Forest and Land Resources. They are the determiner of supply/competitive impact.
• Cannot discuss client specifics with a third party.

Prepared/Approved by: J. King/ M.Day/ B. Gardner/T. Lomond
Ministerial Approval: Received from Hon. Christopher Mitchelmore

August 9, 2017
Information Note
Department of Tourism, Culture, Industry and Innovation

Title: Main Gut Trestle

Issue: Removal of Main Gut Trestle in the T’Railway Provincial Park, Stephenville Crossing.

Background and Current Status:

- The T’Railway Provincial Park contains approximately 133 bridges, over 2,500 culverts and 880 km of trail that requires vegetation control. Most of the 133 bridges are between 50 and 100 years old. The condition of bridge structures, abutments, etc. continues to deteriorate due to age and lack of regular maintenance. The current annual operating and maintenance budget for the T’Railway Provincial Park is $52,300.

- On November 8, 2006, based on an inspection by the Department of Transportation and Works (TW), Government announced the closure of the 100 year old Main Gut trestle near Stephenville Crossing to all pedestrian, ATV, snowmobile and vehicular traffic. Barricades and warning signs were erected at both approaches to the bridge. Since 2006, the public has been using the nearby motor vehicle bridge as an alternate route.

- Main Gut trestle has been identified as requiring remedial action based on engineering assessments completed on behalf of Parks Division by TW in 2006, 2007, 2012 and 2017.

Analysis:

- The recent 2017 assessment by TW concluded the removal of the Main Gut trestle is a priority due to its overall poor condition. The risks associated with falling debris and the potential for a collapse presents public health and safety risks and potential impacts to adjacent TW infrastructure;

- The trestle is located approximately 50m upstream from the Route 490 vehicle bridge maintained by TW. T&W advises that should the trestle collapse it could present a risk to the nearby vehicle bridge.

- Potential issues of liability to the province, public safety and compliance with federal legislation under the Navigable Waters Protection Act and the Fisheries Act.

- TW estimates the cost of removing the 211m trestle at approximately $750,000. This project involves developing an engineering scope of work in consultation with Transportation and Works or an engineering consulting firm, tendering, and bridge removal.

Action Being Taken:

- TCII to consult with TW and MAE to request that they assess risks for their respective departments and to work with TCII to determine next steps.

Prepared/Approved by: S French/C Murphy
Ministerial Approval: Received from Hon. Christopher Mitchelmore (pending)

August 21, 2017